



INVITATION TO BID NO. 14ITB93431K-MH

**Renovation and Expansion at the Auburn Avenue
Research Library**

For

Atlanta Fulton Public Library System

BID DUE DATE AND TIME: October 14, 2014, 11:00 A.M.

BID ISSUANCE DATE: August 29, 2014

PRE-BID CONFERENCE DATE: September 11, 2014

PURCHASING CONTACT: Mark Hawks

E-MAIL: mark.hawks@fultoncountyga.gov

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

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INVITATION TO BID

BID NO. 14ITB93431K-MH RENOVATION AND EXPANSION AT THE AUBURN AVENUE RESEARCH LIBRARY

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the renovation and expansion of the Auburn Avenue Research Library on African American Culture and History (AARL) will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, **on October 14, 2014.**

SCOPE OF WORK

The renovation and expansion of AARL will involve interior demolition on all floors and roof area. The existing 1st floor gallery space will be demolished to make room for a new 228 seat, state of the art auditorium with balcony. Other meeting spaces and display areas will be built-out on the first floor. The Second Floor will be expanded by infilling the existing atrium and the existing first floor reading room. The Third Floor will be expanded by infilling the atrium. The Second Floor will receive additional high density shelving and will contain the Reference and Research Division and the Small Gallery. The Third Floor will receive additional high density shelving and contain the Archives Division and the Administration space for the Research Library. The Fourth Floor will receive additional high density shelving, and the employee lounge. In all, the renovated and expanded facility will gain 6,637 sf of usable floor area. The scope of work includes work described in the Construction Drawings, Specifications, General Conditions Section 00700 and Supplemental Conditions 00800 and other information contained in this bid document. Please also reference Section 4 of this Invitation To Bid (ITB) for a more detailed narrative.

BID DOCUMENTS

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

Electronic files (.pdf files) of the Bid Drawings and Project Manual (Specifications) are available at *no cost* at the following location:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Mark Hawks
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

Recipients of the electronic files of the Bid Drawings and Project Manual will be required to sign for the disk. Limit one disk per Company/Person.

Hard copies of the Bid Drawings and Project Manual for this project may be obtained for a cost at the following location:

BuckBlue Atlanta Printing
Piedmont Center
3565 Piedmont Road
Building 4, Suite 110
Atlanta, Georgia 30305
(404) 262-3931
Web site: www.buckblue.com
Email: print@buckblue.com

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

PURCHASING CONTACT

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

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Mark Hawks
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: Mark.Hawks@fultoncountyga.gov
Fax: 404-335-5040
Reference Bid #: 14ITB93431K-MH

PRE-BID CONFERENCE & SITE WALK-THROUGH

Date: September 11, 2014
Time: 10:00 a.m.
Location: Auburn Avenue Research Library on African American Culture and History, 101 Auburn Avenue N.E., Atlanta, GA 30303.

A Pre-Bid Conference will be held at AARL, 101 Auburn Avenue, Atlanta, GA 30303. There will be a mandatory walk-through of the existing facility following the pre-bid conference. ***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.

Immediately following the Pre-Bid Conference, there will be a mandatory walk-through of the existing site. The mandatory walk-through will be conducted for the purpose of allowing bidders to view existing site conditions.

BONDING REQUIREMENTS

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

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

END OF SECTION

OWNER - CONTRACTOR AGREEMENT

**#14ITB93431K-MH, RENOVATION AND EXPANSION AT THE AUBURN AVENUE
RESEARCH LIBRARY**

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20____, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

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

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

Project Number: 14ITB93431K-MH

Renovation and Expansion of the Auburn Avenue Research Library

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.

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 \$ 1,000.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to its prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

DRAFT

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

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

The Contract Documents include this Invitation to Bid, 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, Exhibits, 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 are not Contract Documents.

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

1.1.1 Permits / Impact Fees:

Land Disturbance and Building Permits have been applied for and are ready for pick up from the City of Atlanta. The Contractor shall be responsible for picking up permit from City of Atlanta and paying all permits and impact fees for the project and shall include these costs in the bid amount.

The Contractor is responsible for applying and paying for all other permits that may be required for the construction related activities of the project (i.e. lane closure permits, sidewalk closure permits, subcontractor/trade permits, etc.). City of Atlanta Building Permit Cost will be \$202,211.00

The Contractor shall be responsible to pay the City of Atlanta all impact fees, tap fees, water fees required for the project. City of Atlanta Building Impact Fees will be \$4,175.00

Please see Bid Form.

1.1.2 Rights of Way/Easements:

The County has obtained a temporary construction easement on the east side of the property to allow for construction activities to occur on the east side of the building. Please see Exhibit No. 10 of this Invitation for Bid for location of temporary construction easement. The Contractor shall be responsible for repairing area within the temporary construction easement and return it to its condition prior to Contractor mobilizing in this area.

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND THREE (3) COPIES** on the forms provided in the Bid Document.

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

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

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

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

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

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **14ITB93431K-MH / Renovation and Expansion at the Auburn Avenue Research Library**.

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

1. Bid Form
2. Detailed Critical Path Method (CPM) Schedule
3. Acknowledgement of each Addendum
4. Bid Bond
5. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
6. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
7. Risk Management Insurance Provisions Form

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

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

4. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 2:00 PM, September 29, 2014. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance
Attn: Mark Hawks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 335-5040
mark.hawks@fultoncountyga.gov
Bid # 14ITB93431K-MH

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

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

5. SITE EXAMINATION

There will be a mandatory site visit/walk-through for this project. It will be held on **September 11, 2014 at 11:00 a.m. (or immediately following the Pre-Bid Conference)**. Bidders are required to attend the site visit/walk-through.

There will be additional site visits / walk-through's for prospective subcontractors on:

- **September 17, 2014 at 10:00 a.m.**

- **September 24, 2014 at 10:00 a.m.**

The additional site visits/walk-throughs on September 17, 2014 and September 24, 2014 are not mandatory.

6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

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

8. BID AND CONTRACT SECURITY

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

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

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

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

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or

- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

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

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

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

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

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

8. SURETY BONDS

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

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

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

9. INSURANCE REQUIREMENTS

The Contractor and its subcontractors shall participate and enroll in a Wrap-Up Program (Wrap-Up) providing General Liability and Excess Liability Insurance for the project. Fulton County shall also provide Builders Risk and Contractor's Pollution Liability Insurance for the project. The Contractor and its subcontractors shall be required to provide all other insurance for the project. For more detailed information regarding bidding and Insurance Requirements, please reference Section 5 and Section 8: General Conditions article 00700-96 of this Invitation To Bid.

10. RIGHT TO REJECT BIDS

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

11. APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code §102-488 et. seq., which is incorporated by reference herein.

12. EXAMINATION OF CONTRACT DOCUMENTS

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

13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement

documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.

- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, Bidder's References, Bidder's Similar Renovation and Expansion Projects in Scope and Cost, Bidder's Proposed Construction CPM Schedule, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, including Add Alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be

rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience, experience with similar scope and size renovation and expansion projects, proposed CPM construction schedule and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

In addition, the County reserves the right to accept or reject any of the Add or Deductive Alternates and to incorporate into the project and contract agreement any combination of Add or Deductive Alternates that it chooses.

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

14. **AWARD CRITERIA**

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

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;

- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

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

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

16. BASIS OF AWARD

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

17. PROFESSIONAL LICENSES

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

- 1. General Contractors

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

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

18. WAGE CLAUSE

Pursuant to 102-413, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

19. NOTICE OF AWARD OF CONTRACT

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

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

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

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

20. EXECUTION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

22. JOINT VENTURE

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

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT

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

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. 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.

25. SUBCONTRACTING OPPORTUNITIES

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

26. TERM OF CONTRACT

The term of the Agreement shall be for the period of time represented in the bidder's approved CPM Schedule that is submitted with the Bid Form of this ITB.

27. SCHEDULE

The Bidder will submit a detailed Critical Path Method (CPM) Schedule with the Bid Form. For purposes of scheduling, the Bidder will assume that the Owner shall provide the Notice To Proceed for Construction Activities 30 calendar days after the ITB due date.

The total construction duration from time of the Notice to Proceed to Substantial Completion will be no longer than twelve (12) months. The Contract Time shall be the construction duration plus a thirty calendar day punchlist completion period (Final Contractor Completion) – see 00700-3, for Contract Time definition.

28. BUDGET

The Owners construction budget for this project is between \$14,000,000.00 and \$14,650,000.00. This is inclusive of all costs with the exception of the Owner Controlled Contingency.

29. SITE LOGISTICS PLAN

The Bidder will submit a Site Logistics Plan that includes, but not necessarily limited to: Site Fence; Construction Entrance/Exit; Jobsite Trailer Locations; Material Laydown Area; Crane Location; Parking; Lane Closures; and traffic flow within site.

30. 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.

31. AUTHORIZATION TO TRANSACT BUSINESS

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

32. PRE-CONSTRUCTION CONFERENCE

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

33. SUBSTITUTIONS

No substitutions shall be allowed without prior written notice from the Owner. Please reference the Project Manual, Section 01 63 00, Product Substitutions and Options, for additional information on Substitutions.

34. RIGHT TO PROTEST

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

35. BID GENERAL CONDITIONS

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

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

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

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the ITB or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

36. SUBMITTALS

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

	Bid Submittal Check Sheet	Check (√)
1.	Bid Form	
2.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
3.	Bid Bond	
4.	Georgia Security and Immigration Subcontractor Affidavit(s)	
5.	Acknowledgment of Addenda	
6.	Critical Path Method Schedule for Construction Activities	
7.	Site Logistics Plan	
8.	Non-Collusion Affidavit	
9.	Certificate of Acceptance of Request for Bid	
10.	Georgia Utility Contractor's License	
11.	Georgia General Contractors License	
12.	Certificate Regarding Debarment	
13.	Disclosure Form and Questionnaire	
14.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
15.	Proof of Insurance Coverage	
16.	Insurance Cost Calculation Form 1 of Section 5	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **#14ITB93431K-MH, Renovation and Expansion at the Auburn Avenue Research Library**

Submitted on _____, 2014.

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

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

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

THE BID SUBTOTAL PLUS ADD ALTERNATES IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. THE OWNER RESERVES THE RIGHT TO ACCEPT ANY COMBINATION OF ADD OR DEDUCTIVE ALTERNATES, OR NONE AT ALL, THAT WILL BE INCORPORATED INTO THE PROJECT AND CONTRACT AGREEMENT.

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

BID AMOUNT (Do not include any Bid Deductive Alternates)

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount in Words)

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

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

BASE BID AMOUNT

DIVISION	DESCRIPTION	TOTAL COST
1	General Requirements / General Conditions	
1	Insurance	
1	Bldg Permits and Fees	
2	Existing Conditions	
3	Concrete	
4	Masonry	
5	Metals	
6	Wood, Plastics & Composites	
7	Thermal & Moisture Protection	
8	Openings	
9	Finishes	
10	Specialties	
10	Signage	
10	High Density File Storage Systems	
11	Equipment	
12	Furnishings	
14	Conveying Systems	
21	Fire Suppression	
22	Plumbing	
23	HVAC	
26	Electrical	
27	Communications	
28	Electronic Safety & Security	
31	Earthwork	
32	Exterior Improvements	
33	Utilities	
	Contractor Fee (___%)	
Owner Controlled Contingency		\$1,358,264.00
BID SUBTOTAL AMOUNT <i>(Divisions 1-33, Fee and Owner Controlled Contingency)</i>		
ADD ALTERNATE TOTAL		
BID TOTAL		

ADD ALTERNATES (Reference Specification Section 01 23 00 in the Construction Documents)

ADD ALTERNATE #1

Cost associated with the installation of **Pervious Pavers at the Parking Lot**. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, staffing, direct costs, indirect costs, equipment, labor and materials associated with the Add Alternate is \$ _____.

ADD ALTERNATE #2

Cost associated with the installation of **Exterior Precast Wall Panels at the Main Entry**. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$ _____.

ADD ALTERNATE #3

Cost associated with the installation of a **Mobile Kiosk**. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$15,000.00. Add Alternate #3, if accepted by the County, shall be an Allowance.

ADD ALTERNATE #4

Cost associated with the installation of **Fence and Gate at Rear Entry**. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Alternate is \$ 15,000.00. Add Alternate #4, if accepted by the County, shall be an Allowance.

ADD ALTERNATE #5

Cost associated with the installation of **Art Hanging System at GWB Walls in Room 103 (including on Mobile Walls), Room 120 and Room 205**. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$ _____.

ADD ALTERNATE #6

Cost associated with the installation of **Floating Reclaimed Wood Ceilings in Rooms 101, 201, and 301. Wood to be reclaimed is at the existing 1st floor Reading Room Ceiling. This is inclusive of required light fixture changes associated with this alternate**. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$ _____.

ADD ALTERNATE #7

Cost associated with the addition of the Aluminum Alloy Metal Wall Panel System (exterior). This includes the structural support for the metal wall panel system. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$_____.

ADD ALTERNATE #8

Cost associated with the installation of Aluminum Alloy Metal Wall Panel System at the 2nd and 3rd Floor Lobby Areas (interior). Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$_____.

ADD ALTERNATE #9

Cost associated with the installation of Manual Roller Shades for Rooms 104 and 105. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Add Alternate is \$_____.

ADD ALTERNATE TOTAL (1-9)	\$
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DEDUCTIVE ALTERNATES (Reference Specification Section 01 23 00 in the Construction Documents)

DEDUCTIVE ALTERNATE #1

Cost associated with the deletion of the Auditorium Balcony (2nd Floor) Seats. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Deductive Alternate is (\$_____.)

DEDUCTIVE ALTERNATE #2

Cost associated with the deletion of the Auditorium 1st Floor Seats. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Deductive Alternate is (\$_____.)

DEDUCTIVE ALTERNATE #3

Cost associated with the installation of TPO (60 mil) Roof in lieu of a Modified Bitumen Roof. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Deductive Alternate is (\$_____.)

DEDUCTIVE ALTERNATE #4

Cost associated with removing the High Density Carriages and Shelving from the 4th floor. Installation of the in-slab tracks for the High Density Carriages will still occur if Deductive Alternate is accepted. Total Cost is inclusive of all overhead, fees, permits,

bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Deductive Alternate is (\$_____.)

DEDUCTIVE ALTERNATE #5

The **Luminaire Schedules** on Drawings E501, E502, and E503 contain the technical data associated with all the lighting fixtures on the project. Only the lighting fixture types that do not end in 'ALT' shall be used in the contractor's base bid. As Deductive Alternate #5, all the lighting fixture types that end in 'ALT' shall be substituted in lieu of their base bid counterparts and the reduction in bid price shall be provided as a single lump sum dollar amount. Total Cost is inclusive of all overhead, fees, permits, bonds, insurance, direct costs, indirect costs, staffing, equipment, labor and materials associated with the Deductive Alternate is (\$_____.)

DEDUCTIVE ALTERNATE TOTAL (1-5)	(\$_____)
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UNIT PRICES (for items in addition to or subtraction from bid amount):

1. Remove of and Dispose of off-site one CY of unsuitable soil or un-compacted soils (dry) - \$_____/CY.
2. Remove of and Dispose of off-site one CY of unsuitable soil or un-compacted soils (muck) - \$_____/CY.
3. Remove of and Dispose of off-site one CY of mass rock - \$_____/CY.
4. Remove of and Dispose of off-site one CY of trench rock - \$_____/CY.
5. Furnish and Install one CY of #57 Stone - \$_____/CY.
6. Furnish and Install one CY of #4 Stone - \$_____/CY.
7. Furnish and Install one CY of Suitable backfill/fill material from off-site - \$_____/CY.
8. Furnish and Install 1/2 acre of temporary vegetative cover. This amount shall be above and beyond the contract requirements for temporary seeding. \$_____/1/2 acre.
9. Furnish and Install one CY of Geotextile / Erosion Control Fabric - \$_____/CY.
10. Furnish and Install one LF of French Drain - \$_____/LF.
11. Provide one Augured Cast-in-Place Pile load test - \$_____/ea.
12. Provide additional length of Augured Cast-in-Place Pile installed, including reinforcement and spoilage removal and disposal - \$_____/LF. This rate applies to any additional or reduced length of ACIP Piles overall quantities.
13. Asphalt Pavement Repair (includes saw-cutting, removal & disposal of old material and installation of new asphalt) - \$_____/SF

RELEVANT EXPERIENCE OF SIMILAR RENOVATION AND EXPANSION PROJECTS:

Project 1

Project 1 Name _____

Project 1 Address _____

Project 1 Description of Project _____

Project 1 Mobilization Date _____
Project 1 Completion Date _____
Project 1 Construction Cost \$ _____
Project 1 Reference Name & Phone # _____
Project 1 Reference email _____

Project 2

Project 2 Name _____
Project 2 Address _____
Project 2 Description of Project _____

Project 2 Mobilization Date _____
Project 2 Completion Date _____
Project 2 Construction Cost \$ _____
Project 2 Reference Name & Phone # _____
Project 2 Reference email _____

Project 3

Project 3 Name _____
Project 3 Address _____
Project 3 Description of Project _____

Project 3 Mobilization Date _____
Project 3 Completion Date _____
Project 3 Construction Cost \$ _____
Project 3 Reference Name & Phone # _____
Project 3 Reference email _____

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.

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

**14ITB93431K-MH - Renovation and Expansion at the Auburn Avenue Research Library
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 **[INSERT PROJECT # AND Renovation and Expansion of the Auburn Avenue Research Library]**, 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

PAYMENT BOND

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

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

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

PAYMENT BOND

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

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

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

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

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

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

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

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

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

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

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

PERFORMANCE BOND

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

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

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

PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Renovation and Expansion of the Auburn Avenue Research Library**, 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

SECTION 4

SCOPE OF WORK NARRATIVE

The following narrative is to give a general overview of the scope of work on the Auburn Avenue Research Library (AARL) Renovation and Expansion Project. This narrative, and the one included in the Invitation to Bid Section of this ITB, is by no means an all inclusive description of the scope of work. Please refer to the contract documents for the actual scope of work. If there is a discrepancy between this narrative and the Contract Drawings and Specifications, the Contract Drawings and Specifications shall take precedence.

This projects goal is to receive a minimum of a LEED Silver Certification. It will be the responsibility of the Contractor to coordinate fully with the LEED Project Administrator and provide the necessary forms, information, etc. as required to gain a minimum of LEED Silver Certification.

SITE / EXTERIOR:

New Front and Rear entrances to the library will be constructed. A new generator is included in the project, however the existing generator tank will be relocated to a new enclosed utility yard. The transformer will be located within the utility yard as well. New ADA compliant ramps will be installed off of the new auditorium and front and rear entrances. The sidewalk along Courtland Street will be demolished and re-poured; the pavers along Auburn Avenue will be re-used, with some new, and re-set. The trees along Auburn Avenue will be pruned to allow more visibility to new front entrance. New storefront will be installed east of the main entrance and the front entrance will be moved out to line up with the floors above. All entrances will receive new doors.

There is an alternate to provide metal panels (and its structural support) at the main entrance and a separate alternate to provide precast panels in lieu of the existing black granite at the main entry.

All existing stucco/EIFS will be coated with an elastomeric coating. The east wall above the new auditorium will need to have the existing masonry demolished and replaced. The new auditorium will extend south beyond the current foot print of building. The Parking Lot to be re-configured with new storm water facilities installed.

1st FLOOR:

Some existing pile cap locations will require reinforcement with helical screw pier installation, some existing steel will be reinforced, please refer to plans and specifications. The existing first floor gallery will be demolished to make way for a new, state of the art, auditorium. MEP and finishes will be demolished as shown on plans and specifications. The existing atrium space will be leveled. The first floor will be re-configured to contain the Program Spaces for AARL including a new large gallery with mobile walls; a forty-eight seat Author's and Writer's Lounge; a twenty-four seat Educational Center; built-in vitrenes to display archival material and promote AARL Programs; and a Children's Gallery. The support functions on this floor will include Administrative Space; Catering Room; a Green Room, Exhibit Prep; Archival Storage and Archival Quarantine rooms. There will also be a public café offering patrons vending machine options.

The existing service elevator will be abandoned and in-filled, and a new service elevator will be installed serving floors 1 through 4.

The existing public passenger elevators will have new finishes installed and the machine equipment will be replaced with current equipment.

Stair No. 1 will be re-configured to face the north instead of the east.

2nd FLOOR:

The second floor will have the atrium and 1st floor reading room in-filled. Demolition of all types will occur throughout the 2nd floor. Structural reinforcement of existing steel will occur.

The second floor will house the Reference and Research Division of AARL. There will be a reading room and electronic services provided to patrons on this level. The reading room will also contain two private study rooms and one private A/V viewing room (controlled from Reference Desk). The existing high density shelving will expand and will integrate the existing tracks, carriages and shelving units into the new configuration that adds another row of shelving. The Reference and Research Division will have its offices located on this floor and its cataloging area. The 2nd floor will also have a small gallery and the entrance for the auditorium balcony level. There will be new horizontal fire shutters installed in the new atrium spaces (typical of floors two through four).

The Public Restrooms will be fully renovated, with all new finishes and fixtures.

3rd FLOOR:

The third floor will have the atrium in-filled. Demolition of all types will occur throughout the 3rd floor. Structural reinforcement of existing steel will occur.

The 3rd floor will house the Archives Division of AARL. There will be a reading room and electronic services provided to patrons on this level. The reading room will also contain one private study room and two private A/V viewing rooms (controlled from Reference Desk). The existing high density shelving will expand and will integrate the existing tracks, carriages and shelving units into the new configuration that adds another row of shelving. The Archives Division will have its offices located on this floor along with a digitization lab and archives work room. The Administrative Offices for AARL will be on this floor.

The Public Restrooms will be fully renovated, with all new finishes and fixtures.

4th FLOOR:

The sloped floor of existing Auditorium will be leveled out. Demolition of all types will occur throughout the 4th floor. Structural reinforcement of existing steel will occur.

New high density shelving will be added to this level. There will also be cold storage and an acclimation room for archival material on this level. The Friends of the Library office and the Staff Lounge/Cafeteria will be on this level. The staff will also have a conference room on the 4th floor. The 4th floor will not be accessible to the public.

ROOF AREAS:

The existing roofs will be demolished and replaced with new modified bitumen roofing. Overflow scuppers will be integrated into parapet walls. New HVAC equipment will be placed on roof; new skylights added; new roof access hatch and ladder added; and roof rails added.

END OF SECTION

SECTION 5

INSURANCE AND RISK MANAGEMENT PROVISIONS

Section 5 contains:

5.1 – Insurance and Risk Management Provisions

5.2 – Wrap-Up Manual

FULTON COUNTY GOVERNMENT

LIBRARY CAPITAL IMPROVEMENT PROGRAM

Auburn Avenue Research Library
Renovation and Expansion Project

(Name of Contractor)



GENERAL LIABILITY WRAP-UP MANUAL

Version 1
March 19, 2014

Resurgens Risk Management (RRM)/
Willis Insurance Services of Georgia, Inc. (Willis)



LaToya Cotton, Wrap-Up Administrator, RRM
Phone: (678) 298-5138, Fax: (678) 298-5173
lcotton@rrmgt.com

INTRODUCTION

FULTON COUNTY GOVERNMENT (Owner) intends to purchase a Wrap-Up Program (Wrap-Up) providing General Liability and Excess Liability insurance for **(Name of Contractor hired by Owner)** (Contractor) and all Subcontractors of every tier working on the Project who are enrolled in the Wrap-Up. **Participation is mandatory, except for those identified as Excluded Parties, BUT IT IS NOT AUTOMATIC. The Contractor and each Subcontractor must follow enrollment procedures as described herein. The Owner has specified that insurance costs be identified in (and subsequently removed from) all initial bids, change orders and final contract value.**

The insurance protection provided by the Wrap-Up, as well as your rights and responsibilities under the program are as much a part of your Contract as the actual work specifications. All terms and conditions of this Wrap-Up Manual are incorporated by reference into your Contract.

Any questions regarding the particulars of this program can be discussed at pre-bid and pre-award meetings, or by contacting the Wrap-Up Administrator (see directory).

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the respective insurance policies will govern how coverage is applied.

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DIRECTORY

Owner:

FULTON COUNTY GOVERNMENT

Risk Manager

Eldridge Morris
Phone: 404-612-0556
E-mail: eldridge.morris@fultoncountyga.gov

Sr. Program Manager (PMT)

Name
Phone:
Fax:
E-mail:

Contractor:

(Name of Contractor Hired by Owner)

Project Manager

Name
Phone:
Fax:
E-mail:

Wrap-Up Program Administration:

RESURGENS RISK MANAGEMENT (RRM)

Wrap-Up Program Manager

Marlene Butler
Phone: 678-298-5126
E-mail: mbutler@rrmgt.com

Wrap-Up Administrator

LaToya Cotton
Phone: (678) 298-5138
Cell: (404) 664-0129
Fax: (678) 298-5173
E-mail: lcotton@rrmgt.com

Neill Davis
Phone: (404) 873-1561
Cell: (404) 725-6103
Fax: (404) 591-3515
E-mail: ndavis@rrmgt.com

Wrap-Up Claims Consultant:

WILLIS

Pati Caldwell
Phone: 813-490-6841
Cell: 727-798-5460
Fax: 813-281-2234
E-mail: pati.caldwell@willis.com

DEFINITIONS

Contract: The written agreement between FULTON COUNTY GOVERNMENT and (Name of Contractor) or between (Name of Contractor) and its Subcontractors of every tier.

Contractor: (Name of Contractor), the firm hired by Fulton County for this Project

Enrolled Contractor(s): The Contractor and Subcontractors of any tier who has been awarded work and met the requirements to become enrolled in the Wrap-Up as evidenced by a certificate of insurance issued by the Wrap-Up Administrator. The Owner may, at its discretion, include a Subcontractor who, otherwise by definition, would be an Excluded Party.

Excluded Parties: Contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement, EFIS, or other hazardous material contractors, or others merely making deliveries to or pickups from the Jobsite. In addition, Subcontractors whose contract price is less than \$10,000 will be excluded from the Wrap-Up. The Owner may, at its discretion, exclude others from the Wrap-Up.

Insured: Owner and all Enrolled Contractors and any other party named as an Insured on the certificates of insurance.

Insurer(s): *Gemini Insurance Company, Ironshore Specialty Insurance Company*

Jobsite: Auburn Avenue Research Library, part of Library Capital Improvement Program, the premises owned by the Owner as described in the Contract between Owner and the Contractor. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

Offsite: Premises other than the Jobsite.

Onsite: See Jobsite definition.

Owner: FULTON COUNTY GOVERNMENT

Project: Refer to Jobsite, part of Library Capital Improvement Program

DEFINITIONS (CONTINUED)

Project Manager: The individual assigned by the Contractor with overall Project responsibility.

Subcontractor: Any individual, firm, or corporation undertaking construction or other services under a Contract with the Contractor or another Subcontractor to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

Wrap-Up: A program under which General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing operations at the Jobsite.

Wrap-Up Administrator: The individual employed by the Wrap-Up Program Manager who is responsible for the day-to-day administration of the Wrap-Up.

Wrap-Up Program Manager: Resurgens Risk Management

GENERAL PROVISIONS

The Contractor and each Subcontractor of any tier shall comply with each of the provisions stated herein:

1. **Mandatory Compliance**

Participation is mandatory, except for those identified as Excluded Parties.

2. **Meeting Attendance**

At the request of the Owner or the Contractor and its Subcontractors shall attend any meetings held to explain and discuss the Wrap-Up.

3. **Wrap-Up Manual Incorporated into Bid Specifications and Contract**

This Wrap-Up Manual will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bid. In addition, this Wrap-Up Manual will be incorporated by reference into the successful bidders awarding Contract and accordingly, all provisions require mandatory compliance.

4. **Commencement of Work**

Subcontractors shall not commence work at the Jobsite until:

- a) If enrolled under this Wrap-Up, having received a certificate of insurance issued by the Wrap-Up Administrator, or
- b) If excluded under this Wrap-Up, having provided a certificate of insurance as required in this manual.

INCIDENT REPORTING AND SAFETY

All Jobsite incidents/accidents must be reported to the Project Manager.

The Project Manager will:

- Work with the involved Subcontractor(s) to take necessary action to stop any unsafe act or condition in order to prevent further injury or damage.
- Provide the Supervisor's Incident Investigation Report and the Claim Reporting Form to the involved Subcontractor(s) to be completed.
- Coordinate the investigation surrounding the incident/accident and assure completion of required investigative reports.
- Report the incident/accident to WILLIS (see directory) and will include the Investigation Report and Claim Form.

The Contractor and Subcontractors will assist in the handling, investigation, and mitigation of all incidents regardless of whether the incident results in an injury or insurance claim.

The Contractor shall be responsible for designing and implementing a comprehensive project specific safety, health and loss prevention program.

All subcontractors will be required to follow the Contractor's safety, health and loss prevention program. A written Safety Plan is required to be submitted by the Contractor and accepted by Fulton County (Risk Manager) before any on-site work can begin. The Safety Plan must include but not limited to all items in the Contract concerning safety requirements, accident investigation procedures, safety audits/survey schedule, safety rules, return to work protocols and the name of the designated Contractor's project safety representative.

INSURANCE PROVIDED BY THE OWNER

The Owner has procured, and will maintain at its own expense, the insurance coverages described below for the Contractor and Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain General Liability and Excess Liability coverages until final completion, but in no event beyond the expiration date of the Wrap-Up policy. As defined in the policy, Products/Completed Operations coverage is extended for 10 years or the Statute of Repose, whichever is less. In addition, this program includes an extended warranty/repair work provision which extends coverage in the event an Enrolled Contractor returns to the project site to perform warranty or repair work as defined by the policy. Summaries of the insurance coverages to be provided by the Insurer(s) are as follows:

1. Commercial General Liability Insurance

Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (exclusive of defense costs):

\$2,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate*
\$2,000,000	Personal Injury and Advertising Liability
\$100,000	Fire Legal Liability
\$12,500	Each Occurrence – Contractor’s financial responsibility for Property Damage to the extent loss is attributable to, involves, or relates to the performance, actions, or negligence of the Contractor or its Subcontractors.

** The Products/Completed Operations Aggregate is a single limit for the entire policy term, inclusive of the 10 year extension period.*

2. Excess Liability Insurance

Excess Liability will be provided with limits of \$25,000,000 each occurrence and in the aggregate. The limits are excess of the primary limits described in Item 1 above.

3. Builders’ Risk and Contractors’ Pollution Liability

Please refer to the contract between Fulton County and the Contractor for additional information on builders’ risk and pollution liability.

4. Certificates of Insurance

The Wrap-Up Administrator will issue certificates of insurance for Commercial General Liability and Excess Liability to the Contractor and each Enrolled Subcontractor.

INSURANCE PROVIDED BY THE OWNER (CONTINUED)

5. Insurance Policies

The summary of coverages contained in this Wrap-Up Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Specimen General Liability and Excess Liability policies are available upon request.

6. Wrap-Up Insurance Premiums

The Owner is responsible for the payment of the Wrap-Up premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the Wrap-Up shall be to the benefit of the Owner and are hereby assigned to the Owner.

7. Wrap-Up Cancellation, Termination or Modification

Notwithstanding any other provision in this manual, It is the Owner's intent to keep the Wrap-Up in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the Wrap-Up. To exercise this option, the Owner will provide 15 calendar days advance, written notice to all Insureds covered under the Wrap-Up.

Enrolled Contractors will be required to immediately effect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' approved Form 2. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the Wrap-Up.

INSURANCE PROVIDED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

1. Automobile Liability Insurance

All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed to include CA9948 and MCS-90 endorsements.

Limits of liability of at least \$1,000,000 for each accident for bodily injury and property damage combined.

2. Workers' Compensation and Employer's Liability

Contractor and all Subcontractors must have Workers' Compensation and Employer's Liability insurance covering for all operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and the Contractor and provide the following limits:

- a. Workers' Compensation - Statutory Limits
- b. Employer's Liability -
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease - Each Employee
 - \$1,000,000 Each Disease - Policy Limit
- c. To include U.S. Longshoremen and Harbor Workers Act

3. Commercial General Liability Insurance (Including Contractual Liability)

All Enrolled Contractors must have General Liability insurance covering third party losses that occur away from the Project and after final completion or Wrap-Up termination or cancellation. Excluded Parties must provide this coverage for all operations relating to this Project.

INSURANCE PROVIDED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

(CONTINUED)

Coverage shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Broad Form Property Damage, Fire Legal Liability, Independent Contractors, and Products/Completed Operations. Provided below are the minimum insurance limits required:

<u>Limits</u>	<u>All Parties</u>
\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate*
\$1,000,000	Personal Injury and Advertising Liability
\$ 100,000	Damages to Rented Premises

*Including term up to 5 years after substantial completion

4. Excess/Umbrella Liability

The Contractor: \$5,000,000 Each Occurrence/Aggregate

Subcontractors: \$1,000,000 Occurrence/Aggregate

5. Aviation Liability

If required by the Owner, Aviation Liability insurance covering all owned, non-owned, and hired aircraft, used, operated, or hired by the Contractor or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of \$10,000,000 each occurrence.

6. Watercraft Liability

If required by the Owner, Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the Contractor or the applicable Subcontractor in connection with the Project, including bodily injury with a minimum limit of \$10,000,000 each occurrence.

INSURANCE PROVIDED BY THE CONTRACTOR AND ALL SUBCONTRACTORS (CONTINUED)

7. Qualifications of Insurers

Each Insurer who provides any insurance coverage required by this section must meet each of the following requirements:

- a. The Insurer must be duly licensed and/or authorized by the State of Georgia to transact a property and/or casualty insurance business in the State of Georgia;
- b. The Insurer must have an A.M. Best Policyholder Rating of a "A-" and a Financial Rating of Class V1 or higher.

8. Certificate of Insurance

Prior to commencing any work at the Jobsite, the Contractor and all Subcontractors must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to RRM.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

- a) Reference to: FULTON COUNTY GOVERNMENT, Library Capital Improvement Program
- b) Additional Insured: The Contractor and Subcontractors shall include FULTON COUNTY GOVERNMENT (and Subcontractors shall also include Contractor) as additional Insureds (as respects Automobile, General and Excess/Umbrella Liability). Coverage must be primary and non-contributory.
- c) Waiver of Subrogation (as respects to Workers Compensation) in favor of FULTON COUNTY GOVERNMENT and Contractor.
- d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier; or if unavailable, Contractor or Subcontractors must provide Owner with thirty (30) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).

INSURANCE PROVIDED BY THE CONTRACTOR AND ALL SUBCONTRACTORS (CONTINUED)

9. Other Insurance Needed As Determined by Enrolled Contractors

The Wrap-Up, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this Wrap-Up. It is suggested that Enrolled Contractors' General Liability policies exclude coverage for this Jobsite only to the extent coverage is provided for this Project by the Wrap-Up. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Any policy of insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the Contractor, their employees, agents or assigns.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS

Step 1 - Online Registration Process

The Wrap-Up utilizes an online enrollment program through Resurgens Risk Management. Contractor and all Subcontractors shall complete the online enrollment as outlined below.

Key Information You Will Need To Begin

1. FC Number (ex. FC-9999)
2. Company's Federal Identification #
3. Certificate of Insurance
4. General Liability and Excess/Umbrella Liability Rate Sheets

New Users

1. Go to Wrap-Up online registration site at <http://www.rrmgt.com/>
2. Complete New User Registration information on OCIP main page.
3. Verify your account by entering the user validation code, which will be sent via email.
4. Wait for Contractor's online approval; then proceed with registration process.

Existing Users

1. Go to Wrap-Up online registration site at <http://www.rrmgt.com/>
2. Enter username / password.
3. Under the heading New OCIP Registration, select Register, enter project number.
4. Update user profile, select awarding contractor; then proceed with online registration.

Completing Online Forms

1. Complete Form 1, Check the Signature Box, Send.
2. Complete Form 2, Check the Signature Box, Submit.
3. Review your Submittal Form, Send.
4. You will receive a notice which states "Your Registration application is complete."
5. Email or fax the following to LaToya Cotton @ lcotton@rrmgt.com or (678) 298-5173
 - a. Insurance Certificate (See sample certificate in Forms Section)
 - b. General Liability Additional Insured Endorsement (Comparable to CG 20 10 11/85)
 - c. General Liability & Excess/Umbrella Liability Policy Declaration and Rate Sheets

For detailed registration instructions, go to <http://www.rrmgt.com/>
Select "Instructions" at the bottom of the page.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (continued)

Step 1 - Online Registration Process

Important Notes

- ☆ 1. Subcontractors may not commence work on this Project until enrollment is complete which requires that all forms are received, approved, and a certificate of insurance is provided by the Wrap-Up Administrator to the Enrolled Contractor.
- ☆ 2. Enrollment is NOT automatic – Subcontractors are required to submit a separate registration for each project/contract they are performing work under. Excluded contractors (those not eligible to participate in the Wrap-Up due to contract value or scope of services) are also required to complete the online registration.
- ☆ 3. Failure to submit the completed forms and documentation to the Wrap-Up Administrator within 30 days of the initial request may result in a delay of your monthly progress payments and/or an insurance cost deduction to your contract based on a percentage of your contract value (as determined by the Wrap-Up Administrator).
- 4. Premiums should be based on rates in force at the time of the Contract Award and are **not** subject to change during the project period. The Insurance Deduction will be based on the amount shown on the Form 2 OR the amount included in the original bid, whichever is higher
- 5. Accurately estimate payroll anticipated for this Contract (initial bid and all change orders) so as to develop an accurate bid deduction for the insurance costs. If it is determined at any time that your payroll was underestimated, there will be an interim adjustment of the bid deduction. At completion of the each Enrolled Contractor's work, a final audit will be conducted of the actual payroll, receipts and insurance costs. The variance will be calculated based on the earned payroll or receipts less those estimated during the bidding and change order process. The earned insurance cost will be based on the rates shown on the approved Form 2. These rates will be applied to the entire project period. The difference will be adjusted from the Contract amount prior to the release of retainage.
- 6. The Insurer has the right to examine and/or audit all records pertaining to this Project.
- 7. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the Wrap-Up Administrator should the work being performed not coincide with the classification codes and rates submitted in the Form 2.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (CONTINUED)

Step 2 – Updating Enrollment to Include Change Orders

Enrolled Contractors must submit a Form 3 – Supplemental Insurance Information Form for any scope of work change orders to their contract for \$20,000 or greater.

Completing Online Form

1. Go to <http://www.rrmgt.com/>
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 3.
5. Provide additional contract value, scope of work, start/end dates, estimated man-hours and new General Liability and Excess/Umbrella Liability codes, rates, etc.
6. Enter your name in the “Form Completed By” field, insert phone number, Submit.
7. Acceptance is subject to Contractor’s approval.

ENROLLING IN THE WRAP-UP – COMPLETING THE FORMS (CONTINUED)

Step 3 – Completion of Work

Form 6 – Notice of Completion

Each Enrolled Contractor will submit a Form 6 - Notice of Completion, once the Enrolled Contractor has completed all of its work (including punch-list items).

1. To submit an online Form 6 – Notice of Completion Form, go to <http://www.rrmgt.com/>
2. Select OCIP Login from selection menu.
3. Select the link for The Fulton County Library Owner Controlled Insurance Program.
4. Sign into user account using username & password obtained during initial registration.
5. Select the applicable project ID/ title from the drop down box under Active Enrollments.
6. Select Form 6.
7. Insert date of completion.
8. Insert final contract value.
9. Insert final payroll/ receipts amounts applicable to this project. If any additional scopes of work were performed during the duration of the project, please utilize the blank fields to include the GL code, rating basis, rate, and payroll/ receipt amounts for those classifications.
10. Provide names of subcontractors completing work on the same date.
11. Update company information if necessary.
12. Enter your name in the “Form Completed By” field, insert your phone number, Submit.
13. Acceptance is subject to Contractor’s approval.

Upon receipt and approval of the Form 6 – Notice of Completion:

The Wrap-Up Administrator shall:

Compute bid deduct reconciliation and forward Enrolled Contractor’s bid deduct reconciliations to the Contractor and forward (Name of Contractor)’s bid deduct reconciliation to the Owner. Once the final insurance deductions have been approved by the Wrap-Up Administrator, the Contractor and Owner, no further adjustments, revisions or corrections to the insurance deductions will be allowed.

The Owner (for (Name of Contractor)) or the Contractor (for all Subcontractors) shall:

Close out the Contractor’s Contract. The Contractor closes out the Subcontractor’s Contract.

ENROLLING IN THE WRAP-UP – FORMS SECTION

Form 1 – OCIP Enrollment Request Form Part I



Fulton County Library OCIP

Attention: Neill Davis, OCIP Administrator / ndavis@rrmgt.com
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
 Fax (404) 591-3515

FORM 1 - REGISTRATION FORM (PART 1)

NOTE: The Primary Contractor must complete the Fulton County Library OCIP Form 1 for EACH subcontractor on the project, as well as for the Primary.

* Fields marked with asterisk are REQUIRED for submission of this form.

FORM 1.1: COMPANY CONTACT INFORMATION

Project ID*		Project Name*		
<input type="text"/>		<input type="text"/>		
Name of Firm*		FEIN* <input type="text"/>		
<input type="text"/>		<input type="text"/>		
Address*		City, State, Zip*		
<input type="text"/>		<input type="text"/>		
Phone Number		Contractor is *		
<input type="text"/>		Incorporated <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Joint Venture <input type="checkbox"/>		
Web Address		Ownership		
<input type="text"/>		African-American <input type="checkbox"/> Hispanic <input type="checkbox"/> Female <input type="checkbox"/> Disadvantaged <input type="checkbox"/>		
Office Contact Name*	Phone*	Ext*	Fax*	E-Mail*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Safety Contact Name	Phone	Ext	Fax	E-Mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Site Contact	Phone	Ext	Fax	E-Mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Payroll Contact	Phone	Ext	Fax	E-Mail
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 1 – OCIP Enrollment Request Form Part I (Cont.)

FORM 1.2: CONTRACT INFORMATION

Type of Work*

Start Date (mm/dd/yyyy)*

Est. Completion (mm/dd/yyyy)*

Contract Value*

Est. # of Subs

Awarding Contractor*

Primary Contractor

FORM 1.3: CONFIRMATION

Form 1 completed by (Print or type the name of person completing form)*

Date Completed *

Title

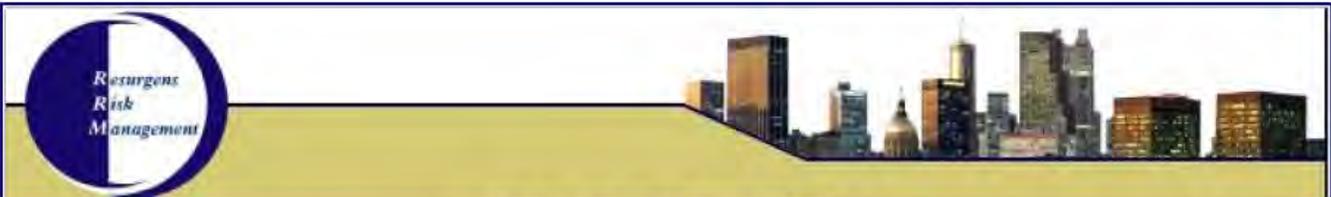
Phone*

I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature*

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 2 – OCIP Enrollment Request Form Part II



Fulton County Library OCIP

Attention: Neill Davis, OCIP Administrator / ndavis@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 2 - REGISTRATION FORM (PART 2)

NOTE: Required insurance coverages and limits are shown in the contractor instruction materials.
Information disclosed on this form is subject to audit and adjustment throughout the term of the project.
After completing this form, fax your policy declaration pages and schedule rate sheets to (404) 591-3515.

NO certificates or policies will be provided under the OCIP until this form and all related documents are received.

* Fields marked with asterisk are REQUIRED for submission of this form.

FORM 2.1: INSURANCE PROVIDER INFORMATION

Project	Project Name
<input type="text"/>	<input type="text"/>
Contractor	FEIN
<input type="text"/>	<input type="text"/>

CURRENT INSURANCE INFORMATION

Required insurance coverages and limits are shown in the Bid Brochure, Paragraph "A".
Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

Insurance Broker or Agent Company*	Insurance Broker Address		
<input type="text"/>	<input type="text"/>		
Insurance Contact	Phone*	Fax	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

FORM 2.2: GENERAL LIABILITY INFORMATION

Current GL Insurance Company	Policy Period (mm/dd/yyyy)*	GL Policy Number*		
<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>		
GL Rate Based On (select one)*:				
<input type="checkbox"/> Payroll	<input type="checkbox"/> Receipts	<input type="checkbox"/> Receipts per \$100	<input type="checkbox"/> Receipts per \$1000	<input type="checkbox"/> Flat Rate Premium

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 2 – OCIP Enrollment Request Form Part II (Cont.)

FORM 2.2: GENERAL LIABILITY INFORMATION (cont.)

GL Code*	Rate*	Est. Payroll/ Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Subtotal*

It is extremely important to accurately estimate payrolls anticipated for this project if GL premiums are based on payroll and to accurately estimate receipts if GL premiums are based on receipts..

Premium Discount:

After submitting this form, fax a copy of your declaration page and schedule rate sheet; no enrollment will be processed until they are received.

Total GL Premium*

Estimated Subcontractor Premiums (Submit cost identification sheet for each subcontractor or calculate 3% of subcontractor value for each subcontractor's estimated insurance cost) *

FORM 2.3: UMBRELLA / EXCESS COVERAGE

Umbrella/Excess Insurer	Coverage Limit	Policy Period (mm/dd/yyyy)	Umbrella/Excess Policy Number	
<input type="text"/>	<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>	
		Rate	Est. Payroll/Receipts	Umbrella/Excess Premium
		<input type="text"/>	<input type="text"/>	<input type="text"/>
		Profit & Overhead Percentage Used in Bid	GL+Umbrella/Excess Premium	Profit & Overhead Premium
Profit & Overhead		<input type="text"/> %	<input type="text"/>	<input type="text"/>

This amount must equal the insurance credit indicated on your bid proposal. "Grand Total Premiums" represents the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.

Grand Total Premiums

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 2 – OCIP Enrollment Request Form Part II (Cont.)

FORM 2.4: AUTO INSURANCE INFORMATION

Current Auto Liability Insurance Company	Policy Period (mm/dd/yyyy to mm/dd/yyyy)	Auto Policy Number*		
<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>		
Liability Coverage Limit	# Vehicles Covered	# Vehicles On Site	# Mobile Equipment	Total Auto Annual Premium
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

FORM 2.5: CONFIRMATION

NOTE: It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from its current insurance program.

Fulton County as sponsor of the OCIP, or their Agent, is granted permission by Contractor to inspect the insurance and receipt records used in determining the above credit. At completion of the work, Fulton County's Agent shall audit the project receipt records of Contractor and adjust contract amount for final audited insurance premiums in accordance with the insurance premium audit provisions of the insurance policy. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to Fulton County. This assignment is valid for insurance policies whose premiums have been paid by Fulton County on behalf of such Contractor.

Fax all supporting information to the number above as soon as you have completed this form. NO certificates or policies can be provided until this form and all related documents are received.

Signed (Name of person completing form)*	Date Completed
<input type="text"/>	<input type="text"/>
Title	Phone*
<input type="text"/>	<input type="text"/>

I understand that this web-based form constitutes a legal document. I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Basis of Insurance Cost Calculation – Coverage and Limits
--

1. Commercial General Liability –

\$ 1,000,000 Each Occurrence
\$ 2,000,000 General Aggregate
\$ 2,000,000 Products/Completed Operations Aggregate*
\$ 1,000,000 Personal Injury and Advertising Liability
\$ 100,000 Damages to Rented Premises

*Including term up to 5 years after substantial completion

2. Excess/Umbrella Liability

The Contractor: \$5,000,000 Each Occurrence/Aggregate

Subcontractors: \$1,000,000 Occurrence/Aggregate

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 3 – Supplemental Insurance Information



Fulton County Library OCIP

Neil Davis, OCIP Administrator / ndavis@rmgt.com
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
 Fax (404) 591-3515

FORM 3 - CHANGE ORDER FORM

Contractor:		FEIN:	
<input type="text"/>		<input type="text"/>	
Address:		City, State, Zip	
<input type="text"/>		<input type="text"/>	
Office Contact Name:	Phone & Ext.:	Office Contact E-Mail:	Fax:
<input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/>	<input type="text"/>
Project ID:	Contract Value:	Type of Work:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Awarding Contractor:	Prime Contractor:	Start Date (mm/dd/yyyy):	Est Completion Date (mm/dd/yyyy):
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

For work to be performed under this Contract/Change Order: Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

GL Rate Based On*

- Payroll
 Receipts
 Receipts per \$100
 Receipts per \$1000
 Flat Rate Premium

GL Code*	Rate*	Est. Payroll/ Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

It is extremely important to accurately estimate payrolls for this contract. Payroll should be raw wages without burden, fringes or overtime premium, but should include sick, vacation, holiday pay and imputed income.

Premium Discounts

Total GL Premium

Estimated Subcontractor Premiums (Fax Cost Identification Sheet for Each Subcontractor or Calculate 3% of Subcontractor value for Each Subcontractor's Estimated Insurance Cost)

Umbrella/Excess Coverage

Rate*	Est. Payroll/ Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>

TOTAL PREMIUM

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 3 – Supplemental Insurance Information (Cont.)

Name (Print or Type)

Phone

Title

Date Completed

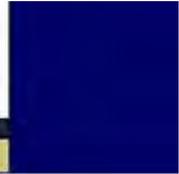
I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature

© 2012 Resurgens Risk Management, Inc.

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 6 – Notice of Completion



Fulton County Library OCIP

Attention: LaToya Cotton / folocipadmin@rrmgt.com
 1201 Peachtree St., Bldg. 400 Ste. 1730, Atlanta, GA 30361
 Email: folocipadmin@rrmgt.com

FORM 6 CLOSE OUT FORM

Contractor: _____ FEIN: _____

Please be advised, we have completed our work for

Awarding Contractor: _____ Construction Manager: _____

Project ID / Title: _____ Completion Date: _____

Initial Contract Value: _____ Final Contract Value: _____

Estimated Payroll(GL):

	GL Code	Rate Based On	GL Rate	Est. Payroll / Receipts	Premium
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Estimated Payroll(GL):					<input type="text"/>

Final Payroll(GL):

	GL Code	Rate Based On	GL Rate	Est. Payroll / Receipts	Premium
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
7.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ENROLLING IN THE WRAP-UP – FORMS SECTION (CONTINUED)

Form 6 – Notice of Completion (Cont.)

		Final Payroll(GL)*: <input type="text"/>	
Total Deduct		<input type="text"/>	
We used the following subcontractors, who will also complete their work on the date shown above			
<div style="border: 1px solid black; height: 60px;"></div>			
<input type="radio"/> This is our only job at Fulton County Library			
<input type="radio"/> We are still working on the following jobs at Fulton County Library:			
Awarding Contractor	Job Name and Description	Prime Contractor	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information			
Name	<input type="text"/>		
Phone	<input type="text"/>	Fax	<input type="text"/>
Email	<input type="text"/>		
Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip	<input type="text"/>
Form Completed by (name)		Phone	
<input type="text"/>		<input type="text"/>	
Title		Date	
<input type="text"/>		<input type="text"/>	
<input type="button" value="Reset"/>		<input type="button" value="Submit"/>	

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

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

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

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

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

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

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

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

(a) Authority to suspend.

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

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

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

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20____

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20_____

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20_____

(Notary Public) (Seal)

Commission Expires _____
(Date)

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

Instructions:

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

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 services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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

Instructions:

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

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

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 services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

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

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

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

Monitoring of EEO Policy

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

DETERMINATION OF GOOD FAITH EFFORTS

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

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

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

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

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

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

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

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

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

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive. The following forms must be completed and submitted no later than Wednesday, October 15, 2014 at 2:00 p.m.

- 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

Contract Compliance Requirements

- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

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

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one):

Bidder/Proposer

Subcontractor

Submitted by: _____

Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

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: _____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date

TOTALS						

Executed

By: _____

(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires:

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

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

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

**FULTON COUNTY
First Source Jobs Program Agreement**

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 2

SECTION 8 GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

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

00700-2 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

Drawings and Specifications:

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

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

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

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Program Manager in writing. Any such ambiguity or need for

clarification shall be handled by the Program Manager and/or Design Team in writing. No clarification of the Drawings and Specifications hereunder by the Program Manager and/or Design Team 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 Program Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Contractor shall have one copy of the Drawings and Specifications 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.

Architect or A/E Team or Design Team – the design team under contract by Fulton County consisting of the Architect and their Engineers, Consultants, and Owner's Consultants who developed the Construction Documents.

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

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

Construction Manager – Shall mean the firm designated as in charge to lead day-to-day activities to manage the pre-construction and construction services. A constructor who is part to the contract for construction (and pre-construction), pledged to the Owner to perform the work of construction (and pre-construction) in accordance with the Contract Documents. **Not used in this Invitation to Bid.**

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party. A constructor who is part to the contract for construction, pledged to the Owner to perform the work of construction in accordance with the Contract Documents.

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 Design Team'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.

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

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

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

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 or Owner Agent - shall mean the party that the Owner has hired to create overall program for the Library Capital Improvement Program. Responsibilities of Owner and Owners authorized and legal representatives shall be clarified during Pre-Construction and Construction initial meetings with Contractor.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Special Inspector – The firm hired by Fulton County to perform Special Inspections during Construction as called for in the Contract Documents. This firm shall also provide material testing services as called for in the Contract Documents.

Substantial Completion - The date certified by the Architect 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 Program Manager and Owner 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 Owner or Program 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 Owner and Program Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Program Manager or Owner, 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 Program 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 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, back-charge, 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 material men. 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 Program Manager and Owner.

00700-13 ASSIGNMENT

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

00700-14 FOREIGN CONTRACTORS

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

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Program Manager, County's Commissioners, officers, employees, successors, Program Manager, 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 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 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 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 Program Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Program Manager and/or Owner. 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 Program Manager and Owner 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 Program 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 Program 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 Program 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 Owner shall provide administration services as hereinafter described.

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

The Program Manager, Design Team and Special Inspector 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 Program Manager, Design Team, County, or Special Inspector 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 Program Manager, Design Team, County, or Special Inspector 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 Program Manager's and Design Team's observations regarding the Contractor's Applications for Payment, the Program 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 Program Manager and/or Owner shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Program 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 Program Manager and/or Owner for interpretation.

All interpretations of the Program Manager and/or Owner 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 Program Manager and/or Owner shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Program Manager and/or Owner shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Program Manager and/or Owner 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 Facilities and Transportation Services and mails or otherwise furnishes the Program Manager a copy of such appeal. The decision of the Director of Facilities and Transportation Services 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 Program Manager and/or Owner.

The Program Manager and Owner shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Program Manager's or Owner'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 Program Manager's or Owner's authority to act under this Subparagraph, nor any decision made by the Program Manager or Owner in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Program Manager or Owner 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 Program Manager and/or as required by these Contract Documents.

The Program Manager and Owner shall conduct inspections with the Architectural/Engineering Team 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 Program Manager, Owner and Design Team 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.

For further detail on the administration of the contract, please refer to the Project Procedures Manual, Exhibit No. 7 of this Invitation to Bid.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Program Manager or Owner, immediately remove any superintendent, foreman or workman whom the Program Manager or Owner 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 Program Manager or Owner may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Program Manager or Owner 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 Program 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 Program 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 Program 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 Program 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 Program Manager for the County. For purposes of mailed notices, the County's mailing address shall be One Margaret Mitchell Square, 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 Program Manager and Owner 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 provide daily 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 Program Manager and/or Owner 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 Program Manager and/or Owner 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 Substantial Completion pursuant to General Condition 00700-84, 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 Program Manager or County 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 Program Manager or County, 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 Program 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 Program 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

Program Manager or County 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 Program Manager and/or County, 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 Program Manager and/or County, 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 Program Manager and/or County, to the extent the Program Manager and/or County 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 Program Manager, in the manner, at the times, and to the extent, if any, directed by the Program 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 Program Manager and/or County,

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 Program Manager and/or County 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 Program 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 Program Manager and/or County 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 Program Manager and County in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the

Program Manager and County 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 Program Manager and County that there was greater than normal inclement weather, cumulative over length of project, 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

1. The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Program Manager and County within seven calendar days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Program Manager and County within seven (7) calendar 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.
2. No interruption, interference, inefficiency, suspension or delay in commencement or progress of the Work from any cause whatever, including those for which Owner, Program Manager, Design Team may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension of the Contract Time; provided, however, the granting of such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 Program Manager or County, 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 PROGRAM MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Program Manager and/or County unless the requirement therefore is waived in writing. The Program Manager or County 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 County.

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 Program Manager and or County as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Program Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Program Manager or County, 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 PROGRAM MANAGER

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

00700-69 WORK COVERED PRIOR TO INSPECTION

In the event that work is covered or completed without the approval of the Program Manager, County, Special Inspector or jurisdiction in charge, and such approval is required by the specifications or required in advance by the Program Manager, County, Special Inspector or jurisdiction in charge, 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 Program Manager's and County'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 Program Manager and County. 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 Program Manager and County 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 Program Manager and County.

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 (10%) retainage in the event the Program Manager or County 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 Program Manager or County 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, material men, or sub-consultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, material men, and sub-consultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Program 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 Program Manager or County 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 material men, 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

When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Owner, Program Manager and Design Team in writing that the entire Work (or such designated portion) is substantially complete and request that Design Team issue a Certificate of Substantial Completion. Said written notice from Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Contractor. Within a reasonable time thereafter, Contractor, Owner, Program Manager and Design Team shall make an inspection of the Work to determine the status of completion. If Owner and Design Team do not consider the Work substantially complete, Design Team shall notify Contractor in writing giving the reasons there for. In such case, Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Team consider the Work (or designated portion) substantially complete, Design Team shall prepare and deliver to Contractor a Certificate of Substantial Completion for the entire Work is actually achieved by Contractor and include a final punch list of items to be completed or corrected by Contractor before final completion and final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws.

Accordingly, Design Team shall provide the final punch list to Contractor when the Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all the Work required under this Contract/Agreement and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or

structure, or involves a multi-phase project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.

If in the sole opinion of the Program Manager or the County, the work is not substantially complete, the Program Manager or the County 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 Program Manager and County, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Program Manager and County and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of Substantial 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 Architects 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 Program Manager, County and Design Team a written notice that the work is ready for final inspection and acceptance. If after inspection the Program Manager or County certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Program Manager a final application for payment. The Program Manager and County 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 Program Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Program 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 Program 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 Program Manager or County. 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 Program Manager or Owner is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the County and Program 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 Program Manager or County 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 Program Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Program Manager or County 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 Program Manager or County, 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 seven (7) calendar days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this seven (7) days notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Program Manager and County in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Program Manager or County shall authorize the Design Team 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 Program 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 Program Manager and County in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Program 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 Program Manager and County written notice thereof within seven (7) 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 seven (7) 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 Program Manager. Any change in the

Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Program 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 Program Manager or County 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 Program Manager/County or Design Team, 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 Program 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.

00700-92 SCOPE OF WORK

- (1) The Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with the terms and conditions of the Contract Documents and Invitation To Bid.

The Contractor shall provide the following services in addition to any other Construction Phase Services required by terms of this Contract/Agreement:

1. Contractor shall arrange for all job-site facilities as required by Owner and necessary to enable Contractor and Design Professional to perform their respective duties and to accommodate a representative of the Owner which Owner may choose to have present on the job including desk, chair, telephone, data connection, power.
 - a. Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work.
 - b. The Contractor shall provide sufficient space and facilities to accommodate Owner Architect and Contractor meetings at the Contractor's jobsite facilities. The Contractor shall be able to accommodate a meeting of 10 people minimum.
 - c. Contractor is responsible for proper care and maintenance of all equipment while in its control.
2. Contractor's administration of the Work shall include, but not necessarily limited to, the following:

- a. Maintain a log of daily activities, including manpower records. Weather, delays, major decisions, etc.
 - b. Maintain a roster of companies on the Project with names, telephone numbers of key personnel.
 - c. Establish and enforce job rules governing parking, clean-up, use of facilities, safety, and worker discipline.
 - d. Provide labor relations management for a harmonious, productive Project.
3. Contractor shall also provide jobsite administration functions during construction to assure proper documentation, including but not limited to, the following:

- a. **Jobsite Meetings:** Conduct a pre-construction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Contractor shall arrange and conduct regular weekly Project status meetings with Design Professional and Owner (or at different frequencies as determined by Owner).

Contractor shall use the job site meetings as a tool for pre-planning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Contractor shall identify the party or parties responsible for following up on any problems, delay items, or questions, and Contractor shall note action to be taken by such party or parties. Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved. Contractor shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

- b. **Shop Drawing Submittals/Approvals:** Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action and closely monitor their review process. Contractor shall have shop drawings by MEP and Structural subcontractors done electronically in 3D format for integration into BIM files/documents.
- c. **Material and Equipment Expediting:** Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expedition log.
- d. **LEED On-Site Administration:** The Contractor shall provide at least one LEED AP, in good standing with USGBC, to the project to coordinate, document, report and administer the Contractor's

responsibilities to the LEED credentialing process. Please refer to Exhibit 1 – LEED Administration Plan, of the RFP for further information.

- e. Payment to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.
- f. Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.
- g. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Program Manager, Owner and Design Professional, including information on subcontractors' Work and the percentage of completion. Keep a daily log available to the Program Manager, Owner, Design Professional, and any permitting authority inspectors.
- h. Subcontractors Progress: Prepare periodic punch lists for subcontractors work including unsatisfactory or incomplete items and schedules for their completion.
- i. Substantial Completion: Pursuant to Sections 00700-81, and 00700-82, ascertain when the Work or designated portions thereof are ready for Owners' and Design Teams' Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Contractor and reviewed and supplemented by Design Team, prepare a schedule for their completion dates for Program Managers' and Owners' review. Owner Training must be completed prior to the Date of Substantial Completion.
- j. Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Program Manager, Owner and Design Professional when the work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warrantees, test reports, attic stock, affidavits, releases, bonds, waivers, manuals, record drawings, video tapes of Owner Training, and maintenance books.
- k. Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors. Contractor shall also coordinate, assist and follow direction for start-up with Owner's/Design Professionals Commissioning Authority.
- l. Record Drawings: Contractor shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive, Requests For Information, and Field Orders, as well as all written interpretations and clarifications issued by Design Team, in good order and annotated to show all changes made during construction. The record documents shall be continuously updated by Contractor throughout the prosecution

of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Contractor shall certify the accuracy of the updated record contract documents. As a condition precedent to Owners' obligation to pay Contractor, Contractor shall provide evidence, satisfactory to Owner and Design Team, that Contractor is fulfilling its obligation to continuously update the record Contract Documents. All buried and concealed items, both inside and outside the Project Site, shall be accurately located on the record Contract Documents, as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The record Contract Documents shall be clean and all changes, corrections, and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner and Design Team for reference. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, the record Contract Documents, samples and shop drawings shall be delivered to Design Team by Contractor for Owner. Contractor shall produce 3D electronic models containing as-built documents for transfer to Owner in fashion as determined by Owner.

- m. Building Envelope Consultant Services: The Contractor shall provide Construction phase services called out for in Section 00700-104, Building Envelope Consultant Services.
 - n. Submittals, Shop Drawings, Product Data and Samples. Contractor shall submit a Submittal Schedule to the Architect and Owner within fourteen (14) calendar days of the Notice To Proceed date. Contractor shall provide shop drawings, product data and samples in compliance with the Contract Documents. Information submitted shall show the capacity, operating conditions, and all engineering data and descriptive information necessary for comparison and to enable reviewer to determine compliance with the Contract Documents. It is the responsibility of the Contractor to properly schedule the submission of shop drawings, product data, and samples to allow for adequate time for review, manufacture and shipment of items to job site in sufficient time to prevent delay in the construction schedule. Submittal review times, including re-submittals, shall start once submittal is received by the Architect. Re-submittals necessitated by required corrections due to Contractors error or omissions shall not be cause for extension of contract time.
 - o. Photographic Documentation: The Contractor shall provide photo documentation services called out in Section 00700-103.
4. Contractor shall maintain at the Project Site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- a. Subcontracts and Purchase Orders
- b. Subcontractor Licenses
- c. Shop drawing submittal/Approval Logs
- d. Equipment Purchase/Delivery Logs
- e. Contract Drawings and Specifications with Addenda
- f. Warranties and Guarantees
- g. Cost Accounting Records
- h. Labor costs
- i. Material costs
- j. Equipment costs
- k. Cost Proposal Request
- l. Payment Request Records
- m. Meeting Minutes
- n. Cost-Estimates
- o. Bulletin quotations
- p. Lab Test Reports
- q. Insurance Certificates and Bonds
- r. Contract Changes
- s. Permits
- t. Material Purchase Delivery Logs
- u. Technical Standards
- v. Design Handbooks
- w. "As-built" marked prints
- x. Operating & Maintenance Instruction
- y. Daily Progress Reports
- z. Monthly Progress Reports
- aa. Correspondence Files
- bb. Transmittal Records
- cc. Inspection Reports
- dd. Bid/Award Information
- ee. Bid Analysis and Negotiations
- ff. Punch Lists
- gg. Schedules and Updates
- hh. Suspense (Tickler) Files of Outstanding Requirements
- ii. Policy and Procedure Manual

- jj. Georgia Immigration Subcontractor Affidavits
- kk. BIM Models (including clash detection reports)

The Project Files and records shall be available at all times to Program Manager, Owner and Design Team or their designees for reference, review or copying.

5. The Contractor shall provide the following services with respect to the Work, to smooth, successful and timely occupancy of the Project by Owner:
 - a. Contractor shall provide consultation, scheduling coordination, scheduling documentation and Project Management to facilitate Owner's occupancy of the Project and provide transitional activity coordination with Owners' Team to place the Work "on-line" in such conditions as will satisfy Owner's operations requirements. This includes attending Owner Transition Team Meetings with County Staff. The services include Contractor's coordination with the County's Furniture, Fixture and Equipment Consultant and of delivery of Owner supplied furniture, fixtures and equipment for the Project as well as.
 - b. The Contractor shall also coordinate and cooperate fully with the Owner's Technology Consultants (Including Fulton County's Department of Information Technology), and Wayfinding Consultants in order to ensure integration, delivery and proper utilities (and location) of Owner supplied equipment and systems. Please refer to paragraph a above for same services to be provided for these consultants scope of work. This includes, but is not limited to, CATV, security, Audio Visual equipment, signage and any other specialty library equipment.
 - c. Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Contractor shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training will be videotaped by the Contractor and shall give electronic copies (format of electronic file to be approved by County) of training sessions for the County's use in the future. Contractor shall have the approved operations and maintenance manuals at the training sessions and shall refer to them throughout training.
 - d. Contractor shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

00700-93 RELATIONSHIP OF PARTIES

- A. Contractor accepts the relationship of trust and confidence established by this Agreement. Contractor covenants with Owner to cooperate with Design

Professional Team; to utilize Contractor's best skill, efforts, and judgment in furthering the interest of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the Owner. Further, the Contractor acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of similar expansion and renovation projects and (ii) that such representation is a material inducement to Owner to enter into this Agreement.

00700-94 CONTRACT TIME AND LIQUIDATED DAMAGES

- a) Time is of the essence in the performance of the Work under this Contract. The "Construction Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. Contractor shall commence Construction Services within five (5) calendar days after the Construction Commencement date. Any work performed by the Contractor prior to the Construction Commencement Date shall be at the sole risk of the Contractor. The "Construction Commencement Date" shall be established the Notice to Proceed. No portion of the Work, with respect to the Construction Services to be provided hereunder, shall be performed prior to the Construction Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph 00700-94, b below.
- b) Subject to the other provisions of the Agreement Documents, Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved Critical Path Method (CPM) Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, Contractor agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress:
- (1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work;
 - (2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the County, the delay and backlog of Work;
 - (3) Reschedule activities as necessary to eliminate in the judgment of the County the delay and backlog of Work; and
 - (4) Any other measure required by the schedule requirements of the Special Conditions.
- c) In addition, the Program Manager and/or the County may require Contractor to submit a proposed revised CPM Schedule Recovery Plan demonstrating

its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the Program Manager and/or the County finds the proposed plan not acceptable, the Program Manager and/or the County may require Contractor to submit a new and/or revised plan with direction and other input from the County and Engineer.

- d) The Contract shall include the date that the portion of the Work associated with the Construction Services must be substantially completed by Contractor. The Substantial Completion date shall establish in terms of calendar days after the Construction Commencement Date. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy and utilize the Work for its intended purpose. The Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 30 calendar days after the Substantial Completion date, or within 30 calendar days after Contractor's receipt of the punch list, whichever date occurs last.
- e) It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions. Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Program Manager and/or Owner, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work:
\$1,000.00/day

For Each day of delay in Final completion of the entire Work: \$1,000.00/ day*

**- For purposes of liquidated damages only, final completion shall constitute all punch list work being complete and signed off by the Owner and Design Professional, with the exception of long lead items (permitted by Owner in advance). Paperwork (final lien waivers) associated with Final Completion shall be due within 90 days following Substantial Completion.*

The amount of such charges is hereby agreed upon as fixed liquidated damages due the County after the expiration of the Agreement Date(s) for completion specified in the CPM Schedule for the Work or portions thereof. Contractor and its surety shall be liable for any liquidated damages in excess of the amount due Contractor on the Final Payment.

- a) If the CPM Schedule projects any untimely completion with unexcused delay and the County in good faith believes that retainage will be insufficient to cover the County's damages, Contractor agrees that the County may withhold additional funds to assure the payment of the liquidated damages owed by Contractor.

- b) When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or a Sunday or on a day made a legal holiday by the laws of Georgia, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.
- c) The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the County as a result of the failure on the part of Contractor to complete the Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.
- d) The liquidated damages do not have a cap.

00700-95 OTHER WORK

1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility contractors or let other direct contracts. Contractor shall coordinate fully with the Program Manager, Owner, and Owners direct contracts in regards to this work.
2. Contractor shall afford each utility owner and other contractor who is party to such a direct contract (or Owner, if Owner if performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.
3. If any part of Contractor's work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Contractor shall inspect

and promptly report to Design Professional and Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time the Contractor first became aware of the delay, defect or deficiency or by the scheduled commencement of Contractor's dependent Work, whichever occurs first. Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

00700-96 INSURANCE

1. The Owner intends to implement a Wrap-Up Program (Wrap-Up) for the Project.
2. Coverages will include General Liability and Excess Liability as more fully described in Section 5 of this ITB. The Owner will be responsible for premiums under the Wrap-Up.
3. Coverages required of the Contractor and Subcontractors (enrolled and/or excluded under the Wrap-Up) are outlined in the DRAFT Wrap-Up Manual contained in Section 5.
4. In recognition of the Owner's decision to implement a Wrap-Up, the Contract Amount will initially be reduced by one percent (1%). This reduction represents the estimate for the elimination of both the Contractor's and Subcontractors' General Liability and Excess Liability Insurance costs for this Project. These costs will be removed prior to the issuance of the Contract, resulting in a Contract Cost that is net of insurance costs.

Any change orders will also include a deduction of 1% for these estimated insurance costs.

Following Contractor and Subcontractor closeouts, actual earned insurance costs will be tabulated. A final adjustment will be made against the Contract Amount, reflecting the actual earned insurance costs for the Contractor and all Subcontractors. This adjustment shall be completed prior to release of the final payment.

Any savings under the Wrap-Up Program will belong to the Owner and removed from the Contract Amount prior to Final Completion.

00700-97 FINAL COMPLETION

1. When Contractor believes that it has fully performed all of the Work, including all punch list items indicated in the Certificate of Substantial Completion, Contractor shall deliver to Owner a written affidavit from Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Team and Program

Manager and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Team determine Contractor has completed the entire Work, Design Team shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Final Release and Affidavit in the form attached to the Agreement as Exhibit A; (2) consent of surety to final payment; and (3) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, warranties, guarantees, Operations & Maintenance Manuals, As-Built documents, arising out of Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even through Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied, neither the final payment nor retainage shall become due and payable.

00700-98 USE OF PREMISES

1. At all times during the performance of the Work, Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Contractor is responsible for any damage to any such area or to the occupant or owner thereof, or any areas contiguous thereto, resulting from the performance of the Work.
2. Except as required by the Contract Documents or otherwise required in order form Contractor to satisfy its safety and security obligations under the Contract Documents, Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, sub consultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.

00700-99 PROJECT MEETINGS

Prior to the commencement of Work, Contractor shall attend a preconstruction / Kick-Off conference with Owner and Design Team and others as appropriate to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the

Work, Contractor shall attend any and all meetings convened by Owner, Program Manager or Design Team with respect to the project, when directed to do so by Owner, Program Manager or Design Team. Contractor shall have its subcontractors and suppliers attend all such meetings (including preconstruction conference) as may be directed by Owner, Program Manager, or Design Team.

00700-100 THIS SECTION NOT USED

00700-101 SUBCONTRACTS

1. A subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the subcontractors. Contractor shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals, with all affected subcontracts and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.
2. As part of the Project document file to be maintained by Contractor at the Project site, Contractor shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Contractor and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents and Invitation to Bid, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner upon termination of Contractor, (3) provide that Owner and Program Manager will be an additional indemnified party of the subcontract, (4) provide that Owner and Program Manager will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, (7) incorporate all insurance requirements (including the Wrap-Up and safety manuals referenced therein) into all of its subcontract that are to be covered under the Wrap-Up (and require similar incorporation into all sub-subcontracts that are so covered under the Wrap-Up). Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract documents. Each subcontractor shall make similar copies of such documents available to its sub-subcontractors.
3. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g. general concrete forming and placement, masonry, mechanical, plumbing ...) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (Including field superintendent, foreman, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of

substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified to supervise and schedule its work.

4. Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

a. **LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY**

That the subcontractor's exclusive remedy for delays in performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner, Program Manager or Design Team or attributable to Owner, Program Manager or Design Team and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in its work, the subcontractor's claim for adjustments in the contract sum are limited to exclusively to its actual costs for such damages plus no more than 10% for overhead and profit (combined 10% total for OH&P).

The subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for claim for increase in the subcontract price, damages, losses or additional compensation. Further, Contractor shall incorporate section 00700-54 in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

- b. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which the Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

00700-102 COST OF THE WORK

- A. Costs to be Reimbursed. The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after Contractor has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

i. Labor Costs.

1. Wages of construction workers directly employed by Contractor to perform the construction of the Work at the

- Project site or, with Owner's written agreement, at off-site workshops.
2. Wages or a salary of Contractor's supervisory and administrative personnel who are stationed at the Project site with Owner's written agreement.
 3. Wages and salaries of Contractors supervisory and administrative personnel engaged at factories, work shops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.i.2 above.
 4. The parties hereby establish the fixed mark-up rate of thirty-five percent (35%) for all labor burden, including all taxes, insurance (except workers compensation and general liability), contributions, assessments and benefits required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.i.1 through A.i.3, above.
- ii. Subcontract Costs.
1. Payments made by Contractor to subcontractors in accordance with the requirements of the applicable written subcontracts.
- iii. Cost of Materials and Equipment Incorporated into the Completed Construction.
1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 2. Costs of materials described in subsection A.iii.1 above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owners' option, shall be sold by Contractor; amounts realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.
- iv. Cost of other Materials and Equipment, Temporary Facilities and Related Items.
1. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture, and fixtures), temporary utilities, machinery, equipment, and

hand tools not customarily owned by the construction workers, which are provided by Contractor at the project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Contractor.

2. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Contractor at the project site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Contractor or others, shall be subject to Owner's prior written approval.
 3. Cost of removal and proper disposal of debris from the Project site.
 4. Costs of telegrams, long distance telephone calls, postage, internet and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses (with Owner's prior written approval) of the Project site office.
 5. The portion of reasonable travel and sustenance expenses of Contractor's personnel, assigned to the Project site, incurred while traveling outside of Fulton County, Georgia in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner.
- v. Miscellaneous Costs
1. That portion of any separate premiums for (i) bonds directly attributable to this Contract/Agreement and (ii) any additional insurance coverage's which are purchased by the Contractor, with Owner's prior written approval, beyond the level of coverage specified herein.
 2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Contractor is liable.
 3. Fees and assessments for the building permit and for other permits, licenses, inspections for which Contractor is required by the Contract Documents to pay.
 4. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of the Contract/Agreement.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.
6. Deposits lost for causes other than the Contractor's fault or negligence.
7. Legal, mediation and arbitration costs, other than those arising from disputes between Owner and Contractor, reasonably incurred by Contractor in the performance of the Work and with Owner's prior consent, said consent to be given or denied in Owner's sole discretion.
8. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by Contractor, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by (i) the negligence or failure to fulfill a specific responsibility of Contractor to Owner set forth in the Contract Documents, or (ii) Contractor's foremen, engineers, superintendents or other supervisory, administrative or managerial personnel, or (iii) the failure of Contractor's personnel to supervise adequately those portions of the Work to be performed by Contractor's subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by Contractor from (i) insurance or bonds, (ii) any of the subcontractors or suppliers, or (iii) some other appropriate source.

vi. Other Costs

1. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:

- i. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Project site office.
- ii. Expenses of Contractor's principal office and offices other than the Project site office.
- iii. Overhead and general expenses, except as may be expressly included in subsection A above.
- iv. Contractor's capital expenses, including interest on Contractor's capital employed for the Work.
- v. Rental costs of machinery and equipment, except as specifically provided in subsection A.iv.2 above.
- vi. Except as expressly provided in subsection A.v.8 above, costs due to the fault or negligence of Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for those acts any of them may be liable, including, but not limited to, costs

for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to the property not forming part of the Work.

- vii. Any costs not specifically and expressly described in subsection A above.

00700-103 PHOTOGRAPHIC CONSTRUCTION DOCUMENTATION

The Contractor shall be required to provide detailed photographic documentation to meet the following requirements:

1. Aerial Photographic Documentation. The Contractor shall provide aerial photographic documentation on a monthly basis. Aerial photographic documentation shall include at least two different views of the entire site and building structure and shall be submitted with the Contractor's Monthly Pay-Application. The Aerial photographic documentation shall commence prior to Contractor's mobilization to the site (showing existing site conditions) and shall continue on a monthly basis until Final Completion of the project. The aerial photographic documentation shall be submitted in hard copy (3 sets of glossy 8.5" x 11" photographs) and electronic file (JPEG format or format acceptable to Owner). Both hard and electronic versions of aerial photographic documentation shall show date that photograph was taken, and project site name.
2. Video Documentation of Existing Site. Prior to Contractor mobilizing on the project site, The Contractor shall prepare a video document, detailing existing conditions of the site and boundaries. The video shall be all encompassing of the entire existing site, however special detail shall be made to: site utilities; existing sidewalk and drives; property lines; curb and gutter; sidewalks; manholes; existing ponds; existing streams; existing creeks; existing bodies of water; existing structures, etc. The Contractor shall provide to the Owner or Owners Agent three (3) copies of the video documentation of existing site, prior to Contractor's mobilization to the project site. Format of the video documentation shall be in a format approved by the Owner. The Contractor shall notify the Owner in writing, with the submission of the video documentation, of any anomalies found on site that may impact schedule or cost of the project. This video documentation shall be in addition to the other existing photographic documentation required for the existing site.
3. Construction Progression Photographic Documentation (CPPD). CPPD shall cover the following areas:
 - a. Site – performed on a weekly basis, monitoring existing conditions, site utilities, building pads, trenching, conduit installation, detention ponds, storm and sewer piping, etc. Site CPPD shall be performed starting prior to Contractor mobilization until substantial completion. This shall be provided to Owner and designated Owner's Representative in an electronic format.
 - b. Exterior Building – performed on a bi-weekly basis and track building envelope construction (including roofing). Exterior

- Building CPPD shall start at the commencement of exterior envelope and complete when exterior envelope is completed.
- c. Interior – performed on a bi-weekly basis showing progressions of all points of views in all rooms. Interior CPPD shall commence when framing commences and complete at substantial completion.
4. Detailed Construction Sets (DCS). DCS shall cover the following areas:
- a. Pre-Slab – Overlapping images of MEP in slabs (prior to concrete pours).
 - b. Exterior – Window flashing details; special exterior details (rotundas, etc.); roof flashing details; masonry flashing details; stucco/EIFS details, etc.).
 - c. Interior – Performed prior to installation of insulation capturing as-built conditions in walls and ceilings. Photographed in detail to show connections, electrical, HVAC, plumbing, fire protection, etc. to show as-built location.
 - d. Finished – Complete documentation of all walls, ceilings, floors at final completion of the project.

CPPD and DCS photographs shall be linked to approximate location on site and floor plans electronically. CPPD and DCS photographs shall be on-line web-hosted for the duration of the construction period through final completion. Owner, Program Manager, Design Team and Owners Designated Representatives shall have password protected access to documentation throughout the construction process. CPPD and DCS photographs shall be uploaded to on-line access for Owner, Program Manager, Design Team and Owners Designated Representative within 48 hours of photograph. All photographs to be date stamped. Within one week of final completion, the Owner shall receive four (4) sets of all CPPD and DCS photographs in electronic format (CD, DVD, thumb drive or external hard drive – in form as directed by Owner).

00700-104 BUILDING ENVELOPE CONSULTANT SERVICES

The Contractor shall be responsible for and include in their costs a Building Envelope Consultant during construction.

The building envelope for purposes of these services is defined as including the following (as applicable): foundation waterproofing, exterior glazing, above grade wall assemblies, horizontal waterproofing and roofing, roof penetrations, wall penetrations and the interfaces between these assemblies.

The Building Envelope Consultant (BEC) will review the proposed building envelope systems provided by the Design Team (A/E Team) for water penetration, vapor diffusion, air leakage, and thermal performance with emphasis

on water tightness. Review of the envelope for thermal performance is limited to review of potential thermal bridges / potential condensation problems.

BEC consultation with respect to below grade waterproofing will be based on the information provided by the Architect and the Geotechnical Engineer concerning the necessity of a waterproofing material, the groundwater level and the drainage available. If waterproofing of below grade walls is required, the BEC will provide consultation with respect to waterproofing materials, performance and installation requirements. Design of below grade drainage remains the responsibility fo the Civil Engineer Consultant.

Final approval over building envelope details and coordination of envelope issues with other code requirements, such as fireproofing, remains with the Architect of Record.

Deliverables:

1) Construction Phase

a. Drawing Review.

Review the drawings prepared by the Design Team to identify potentially problematic details locations with respect to water penetration, vapor diffusion, air leakage, and thermal performance. BEC will provide recommendations through marked-up details from the design drawings. Contractor shall submit Drawing Review (and Specification Review) reports that shall contain detailed cost information for any details, systems, materials, etc. that the BEC recommends.

b. Specification Review.

Review the outline specifications prepared by the Design Team and provide recommendations with respect to performance requirements, relevant standards, testing requirements and acceptable materials and/or systems. BEC will review sections of the specifications related to the building envelope. A report will be issued outlining the recommendations. Contractor shall submit Specification review report by BEC that shall contain detailed cost information for any details, systems, materials, etc. that the BEC recommends.

c. Pre-Installation Meetings

BEC will attend exterior pre-installation meetings prior to the commencement of building envelope work. The purpose of these meetings will be to discuss the design intent and the assemblies to be constructed with the trades prior to the commencement of their work.

d. Trade Submittals / Shop Drawing Reviews

BEC will review submittals of shop drawings and submittals for each of the building envelope trades prior to the Architect's review. BEC will review the submittals / shop drawings for good building practice and for general compliance with the technical building envelope aspects of the specifications and contract drawings. In addition, the BEC will review the shop drawings and coordinate intersections between trades to identify areas where the design intent for the wall system is not carried through the interfaces between envelope systems. BEC will indicate recommendations for improvements to areas where additions information is required on the shop drawings. The BEC will issue a written memorandum for each submittal package outlining findings of the review and resulting recommendations. Upon completion of the submittals / shop drawings review, the BEC shall review with Design Team who will then combine BEC's comments onto one set of submittals/shop drawings.

e. Initial Assemblies / Mock-Up Reviews

BEC will perform site observations and Field-Performance testing of selected building envelope assemblies/mock-ups. This will be used to confirm that the construction of the building envelope components is in general conformance with the contract documents and the assemblies/mock-ups will serve to define the acceptable standard for the project. The assemblies will also be used to resolve any issues related to standard details, which have been created by site conditions. All significant design issues related to the standard details, which have been created by site conditions. All significant design issues identified through this observation process will be referred to the Architect's design team for resolution and BEC will work closely with the Architect to determine appropriate solution. Minor issues can be resolved between the BEC field representative, the sub-trades and on-site personnel. BEC will provide a memorandum for each initial assembly/mock-up reviewed outlining the observations and recommendations.

f. Periodic Site Visits

Monthly site visits will be conducted in conjunction with the Architect to help confirm that the construction of the building envelope components is in general conformance with the standard established through the pre-installation meetings, initial site observations, mock-ups, and the contract documents.

The BEC will provide the Contractor with a written report documenting each visit. The report will be copied to the County, Program Manager, and Design Team. In addition, an action item list will be maintained for each trade consisting of items identified through the site visits for confirmation/correction/completion by the trade subcontractor. The Action Item List will be issued once a month. This will allow efficient follow-up with the individual trades as well as documentation of the issues as they arise and are completed.

g. Field Performance Testing

Based upon the specifications and approved by the Design Team, BEC and Owner, the following tests are to be performed during construction.

- ASTM E1105: Water penetration chamber test (mock-up and one test per each type of window system)
- AAMA 502.1: Spray nozzle testing. Used to water test interface conditions (Locations determined by Design Team, Owner and BEC).
- Any other test as determined by Design Team, Owner, and BEC.

BEC will conduct field-performance testing and shall issue a report outlining findings of the testing, including recommendations for remedial work (if necessary).

2) Post Construction Phase

a. Building Envelope Maintenance Manual

Upon completion of project, BEC will review Operations and Maintenance Manuals for the building envelope system. The manuals will include descriptions of the building envelope systems and materials used. The manuals will define appropriate operating parameters, such as temperature and relative humidity, for the building envelope and describe the life expectancy and required maintenance frequency for each of the systems and materials used. This manual shall also include material cut-sheets and manufacturer's warranties for all building envelope components as applicable and as provided to BEC for inclusion.

00700-105 OWNER CONTROLLED CONTINGENCY

In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work, but excluding all items that are to be reimbursable without duplication as a Cost of the Work, an Owner Controlled Contingency will be established in the amount indicated on the Bid Form. Owner Controlled Contingency funds shall be used to cover costs that arise during construction that are not identified in the Construction Documents. Contractor shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization in an Owner Controlled Contingency Authorization Form (fully executed). The Contractor acknowledges and agrees that any work which is to be charged against the contingency that does not receive such prior written approval from the Owner shall be deemed to be part of the Contractors' basic Work compensated within the contract amount and not chargeable against the Owner's Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditure become part of the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the job will be credited from the contract amount. Contractor has no entitlement to any portion of any unused contingency.

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END OF SECTION

SECTION 9

SPECIAL CONDITIONS

The following Supplemental Terms & Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Section 00700.

00800-1 Project Management Information System (PMIS)

The Contractor shall utilize the Owner provided PMIS (Constructware), for Contract / Project Management and Contractor provided scheduling software pursuant to this Contract/Agreement:

1. Commencing immediately after the Notice to Proceed (for construction services) is issued to Contractor by Owner, Contractor shall utilize the PMIS provided by the Owner. The Owner shall provide one seat to Contractor, Contractor is responsible for purchasing any additional required seats on PMIS. Owner shall provide one Contractor representative with training on PMIS.
2. The Contractor is expected to utilize the PMIS forms and modules for Construction Forms/communication including but not limited to Request for Information (RFI's), Submittal Packages, Submittals, Meeting Minutes, Correspondence, Daily Reports, Transmittals, Pay-Applications and a depository of all project related information/correspondence.
3. The reports, documents and data provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for indentifying variances and problems for making management decisions.
4. The PMIS shall be described in terms of the following major subsystems:
 - a. Narrative Reporting
 - b. Schedule Control

The above reports shall be submitted at least on a bi-weekly basis and shall accompany each monthly Application for Payment.

- a. Narrative Reporting Subsystem
 - I. Contractor shall prepare written reports as described hereunder. All reports to be in 8.5"x11" format. Construction schedules can be submitted in 11"x17" format for ease of reading.
 - II. The Narrative reporting subsystem shall include the following reports:
 - i. Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by permitting authority, defect reports issued by A/E Team / BEC Consultant / Material Testing / Special Inspections firm or Authorized County Representative.

- ii. Monthly Cost Narrative describing the current construction cost estimate status of the Project; Potential Change Order Logs, Construction Change Directive Logs and Change Order Logs.
 - iii. Monthly Scheduling Narrative summarizing the current status of the overall Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - iv. Monthly Accounting Narrative describing the current cost and payment status for the entire Project. This report shall relate to the budget / allowance allocations. An explanation for all variances shall be provided.
 - v. A Monthly Construction Progress Report, during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from weekly job site meetings as applicable such as general conditions, long lead items, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.
 - vi. Daily Construction Log describing daily events and conditions of the site. Included are the Contractor's daily field reports.
 - vii. Request For Information and Submittal Logs
 - viii. The reports in i through vii above shall be bound with applicable computer reports and submitted monthly during Construction Phase and shall be current through the end of the preceding month. Copies shall be delivered to Owner (4 copies) and Design Team. A bound copy of the complete diary shall be submitted to Owner at the conclusion of the Project.
- b. Schedule Control Subsystem
- I. Project Schedule: Included with the Bid, Contractor is to provide a detailed construction schedule. The schedule shall conform to the format outlined in Paragraph b, IV below. The schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by Contractor throughout the Project and turned in with Contractor's Monthly payment-application. Within fifteen (15) calendar days of Contractor's submittal, Owner and Design Professional shall review the schedule and provide the Contractor a written list of corrections needed to approve the schedule. Contractor must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of the Owner's and Design Professional's comments. If the schedule is not approved within said thirty (30) calendar days, Owner and Design Professional will withhold all Contract payments until the schedule is approved.

The acceptance of the schedule by Owner and Design Professional in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. Contractor is and shall remain solely responsible for the planning and the execution of all Work in order to meet Project milestones or Contract Completion dates.

- II. Construction Schedule: Contractor shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph b, IV below. The approved Construction Schedule shall be included in the Owner / Contractor Agreement/contract (Baseline Schedule). The Construction Schedule shall be cost-loaded.
 - i. The Construction Schedule: Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the Owner in duplicate with their monthly payment-application. No additional compensation will be due Contractor for making such updates. Failure of the Contractor to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for Owner to find Contractor in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to Contractor until a schedule or schedule update acceptable to Owner is submitted.
 - ii. The Contractor shall prepare and provide a two week construction schedule look-ahead at all Owner, Architect and Contractor (OAC) meetings. Two week look ahead construction schedules shall correlate to construction schedule. Contractor shall submit to Owner, for approval, a two week look ahead at the first OAC Meeting. Owner shall review for format and level of detail. Contractor shall make adjustments per Owner's review and incorporate into two week look ahead schedules at OAC Meeting following Owner's review.
- III. Contractor shall prepare and incorporate into the Scheduling software, at the required intervals, the following schedules:
 - iii. Subcontractor Construction Schedules: Contractor shall work jointly with the subcontractor, develop a schedule which is more detailed than the Owner/Contractor Agreement schedule, taking into account the work schedule of the other subcontractors. The subcontractor's construction schedule shall include as many activities as necessary to make the schedule an effective tool for the construction planning and for

monitoring the performance of the subcontractor. The subcontractor's construction schedule also shall show pertinent activities for material purchase orders, manpower supply, shop drawing schedules, and material delivery schedules.

- iv. Occupancy Schedules: Contractor shall jointly develop with the Design Team and Owner a detailed plan, inclusive of punch lists, final inspections, FF&E delivery, book / collection delivery, maintenance training, and turn-over procedures, etc., to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy and shall be integrated into Contractors Construction Schedule.
- IV. Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of activity-on-node diagram. All activity-on-node diagrams shall include the Activity Description, and the type of relationship between activities, including any lead or lag time, as well as being cost loaded. Further, both the Master Project Schedule and the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in this Agreement and by the Owner.
- i. No activity shall have a duration greater than fifteen (15) work days or less than one (1) work day. If requested by Owner or Design Team, Contractor shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include, but not be limited to, estimated activity manpower, anticipated quantities, and production rates.
 - ii. Procurement shall be identified with at least two (2) activities: fabrication and delivery. Contractor shall insure that all work activities that require a submittal are preceded by the appropriate submittal and approval activities.
 - iii. Only contractual constraints shall be shown in the schedule logic. No other restraints are allowed unless approved in writing by Owner or Design Team. This disallowance of constraints includes the use of any mandatory start or finish dates selected by Contractor.
 - iv. Activities shall be identified by codes to reflect the responsible party for the accomplishment of each activity (only one party per activity), the Phase/Stage of the Project for each activity, and the Area/Location of each activity.
 - v. The construction time frame for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

- vi. Float is defined as the amount of time between when an activity “can start” (the early start) and when an activity “must start” (late start). It is understood by Owner and Contractor that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.
- vii. All versions of the CPM schedules and their updates (i.e. construction schedules, two-week look aheads, recovery schedules, etc.) must stored on the Owner’s PMIS (Constructware). It is the Contractor’s responsibility for the scheduling software costs, seat licenses and any other training required to fulfill the scheduling requirements.
- viii. Initial Schedule Submittal Requirements:
 - 1. Predecessor/Successor Sort
 - 2. Total Float/Early Start Sort
 - 3. Responsibility/Early Start Sort
 - 4. Area/Early Start Sort
 - 5. Logic Diagram: Produce diagram with not more than 100 activities per ANSI D (24” x 36”) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
 - 6. Narrative discussing general approach to completion of the Work.
 - 7. Cost Loading of schedule
- ix. Schedule Update Requirements: Contractor shall update schedules monthly to show actual, current progress and submitted with monthly pay-applications. The schedule updates shall be submitted within seven (7) calendar days of the data dates. These updates shall include:
 - 1. Dates of activities actual starts and completions.
 - 2. Percent of Work remaining for activities started by not completed as of the update date.
 - 3. Narrative report including a listing of monthly progress, the activities that define the critical path and any changes to the path of critical activities from the previous update, sources of delay, any potential problems, requested logic changes, and Work planned for the next month.
 - 4. Predecessor/Successor Sort
 - 5. Total Float/Early Start Sort
 - 6. Responsibility/Early Start Sort
 - 7. Area/Early Start Sort
 - 8. Fagnet of logic diagram for all requested logic changes.
 - 9. Updated logic diagram as required by Owner. At a minimum, Owner shall require a final logic diagram at the end of the Work showing the planned and actual starts and completions.

10. A bar chart comparison of the updated schedule to the initial (baseline) schedule this diagram shall show actual and planned performance dates for all completed activities. The Contractor shall provide a baseline comparison for each monthly update compared to baseline schedule.
 11. All update information shall be an accurate representation of the actual Work progress.
- V. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require a recovery schedule for completion of the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.
- VI. Change Orders: When a Change Order is proposed, Contractor must identify all logic changes as a result of the Change Order. Contractor shall include, as part of each Change Order proposal, a sketch showing all schedule logic, revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, Contractor will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to Contractor's work. No separate payment will be made.

END OF SUPPLEMENTAL TERMS AND CONDITIONS.

SECTION 10

EXHIBITS

EXHIBIT NO. 1 - LEED Implementation Plan for Atlanta-Fulton Public Library System

EXHIBIT NO. 2 – Report of Geotechnical Engineering Services dated January 14, 2013 by Cardno ATC

EXHIBIT NO. 3 – Technology Schematic Narrative

EXHIBIT NO. 4 – Technology Consultant Description of Work and Deliverables

EXHIBIT NO. 5 – FF&E Consultant Description of Work and Deliverables

EXHIBIT NO. 6 – Wayfinding Consultant Description of Work and Deliverables

EXHIBIT NO. 7 – Temporary Construction Easement Location

EXHIBIT NO. 8 – Interim & Final Lien Waivers

EXHIBIT NO. 9 – Bid Drawing and Specification Lists

For purposes of this ITB, all references to “CM” or “CM at Risk” or “Construction Manager” or “General Contractor” in the Exhibits shall be replaced with “Contractor”.

EXHIBIT No. 1

LEED Implementation Plan for Atlanta Fulton Public Library System

- *For purposes of this ITB, all references to “CM” or “CM at Risk” or “Construction Manager” or “General Contractor” in the Exhibits shall be replaced with “Contractor”.*

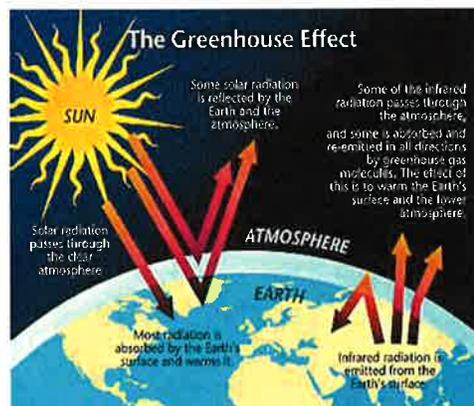
LEED Implementation Plan for Atlanta-Fulton Public Library System



SUSTAINABILITY

*Meeting the
needs and desires
of the present
without
compromising the
ability of children
to meet their
needs
in the future*

*1987 UN Conference's
Brundtland Commission*



Provided by:



for

HEERY-Russell, a joint venture
Central Library
One Margaret Mitchell Square
6th Floor
Atlanta, Georgia 30303

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II. PURPOSE

On July 16, 2008 the Fulton County Board of Commissioners voted to place a \$275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support. On September 1, 2010 the Atlanta-Fulton Public Library System received approval to engage the Heery/Russell JV, Program Management Team (PMT) to provide program management services for Phase I of the library's capital improvement program.



Fulton County Government is retaining the services of Architectural and Engineering (A/E) firms to provide sustainable design services for eight (8) new branch libraries and two (2) renovated/expanded libraries. These ten (10) libraries are part of the Atlanta-Fulton Public Library System Capital Improvement Program (Phase-I). Each of the projects will be designed and constructed to meet the requirements of the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED), New Construction version 3.0 (i.e., LEED NC v3.0).

The projects will be registered with the Green Building Certification Institute (GBCI) by each architectural firm in order to use the LEED-online templates and documentation system. The County intends that the site and building design meet high performance design and construction standards and practices that maximally achieve the County's three most important capital improvement goals:

1. Energy Performance

Accomplished by using an energy conscious approach to issues such as the building's orientation, the thermal efficiency of the building's envelope, equipment sizing, reduction of heat island effect by designing the site and landscaping using light reflective surfaces, the use of lighting controls, and the use of high performance windows that all work together to reduce building heat loads;

2. Water Efficiency Measures

Accomplished by incorporating the use of water-conserving fixtures such as low-flow water closets, water efficient cooling towers, and landscape irrigation efficiency;

3. Improved Indoor Environment Quality

Appropriate approaches include choosing non-toxic materials that minimize any adverse environmental impact. They will provide for a mix of natural daylighting and sensors that allow artificial lighting to be dialed on and turned up as needed. They will also provide for appropriate acoustical designs throughout the library to absorb sound as necessary. Finally, design approaches shall provide for excellent indoor air quality and natural ventilation to achieve proper thermal comfort for occupants.

The Heery/Russell Program Management Team (PMT) will have LEED Administration oversight for all ten (10) library projects. Each A/E team will assign a LEED AP who is responsible for performing LEED Administration on the library project that their team is awarded. Each A/E team will coordinate with the project's Program Management Team (PMT) and Construction Manager (CM) team to make sure that their project is documented beyond LEED Silver certification ensuring that LEED Silver is achieved.

By coordinating LEED Administration efforts among all ten (10) projects the PMT will take advantage of program standardization and economies of scale and share LEED documentation that attempts the same points. For example, the PMT might recommend that all teams use the County's existing waste hauling vendor on all ten (10) projects, and share the back-up documentation to save time and leverage the uniformity of LEED Credits as detailed under the new "LEED Volume Program".

III. PROGRAM DESCRIPTION AND SCOPE

PROGRAM DESCRIPTION

Fulton County and its residents are committed to sustainability. In July 2005 Fulton County Government's eight thousand square foot East Atlanta Library became Georgia's first LEED™ Silver library, completed on time and within budget. The new capital library projects must be community focused sustainable spaces that are aesthetically pleasing, cost-efficient to maintain, and healthy places for employees to work in and the public to enjoy. The intent of this LEED Implementation Plan is to honor the County's and the public's commitment to environmental stewardship.

The PMT will oversee, check, review, and comment on design work and LEED documentation performed by the AE/CM project teams. The PMT, along with the assigned County staff, will maintain responsibility for program coordination, and implement controls to ensure projects stay on schedule and within budget, and implement approved sustainability goals. There will also be three specialty consultants engaged to develop library program standards for Information Technology/Building Security; Wayfinding/Graphic Designs; and Furniture, Fixtures and Equipment (FF&E) on select library furniture, fixtures and equipment. These specialty consultants will provide library standards that represent "sustainable products". Product manufacturers and installers will have demonstrated sustainable practices in their delivery, installation and handling of waste. This sustainable uniformity of design standards will offer opportunities for the creation of LEED prototypes that can be used to leverage uniformity of LEED Credits, and save time in the documentation of each library project. The PMT will coordinate these shared LEED documentation opportunities for all ten projects.

The PMT understands that communication and working relationships are integral to achieving LEED Certification for this program. Our work will use existing project budgets to achieve as many LEED points as possible and ensure that each of the ten (10) project listed below is as eco-friendly as possible.

PROGRAM SCOPE

The Phase I Library Capital Improvement Program includes eight (8) new libraries: Alpharetta, Palmetto/Chattahoochee Hill Country, East Roswell, Milton, Northwest Atlanta, Southeast Atlanta, Stewart-Lakewood, and Wolf Creek and renovations/expansions at the Auburn Avenue Research Library, and the South Fulton Library.

Alpharetta

A new 25,000 s. f. branch library.

East Roswell

A new 15,000 s. f. branch library.

Northwest

A new 25,000 s. f. branch library.

Stewart-Lakewood

A new 25,000 s. f. branch library.

Wolf Creek

A new 25,000 s.f. branch library.

Auburn Avenue Research Library

Major renovation and expansion of 50,000 s.f. branch library.

Milton

A new 25,000 s.f. branch library.

Palmetto

A new 10,000 s.f. branch library.

Southeast

A new 15,000 s.f. branch library.

South Fulton Addition

Renovation and expansion that adds 10,000 s.f. to the existing 15,000 s.f. structure for a total renovation and expansion of 25,000 s.f. for this branch library.

IV. LEED REQUIREMENTS AND GOALS

These ten (10) library projects will be designed and constructed to meet the requirements of the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design, New Construction version 3.0 (LEED-NC v3.0) LEED Silver rating level as required in the Architect's Request for Proposal (RFP).

Each library project shall be registered with the Green Building Certification Institute (GBCI) by the A/E team's LEED AP and that LEED AP will use the LEED Letter Templates and LEED-online documentation process. GBCI will provide validation of LEED credit achievements using the documentation prepared by the A/E's LEED AP. The project's LEED Administrator recommends that the architect purchase, at their expense, a separate design review by GBCI to receive early verification that the team is on track with their LEED "design phase" documentation, and then have the final review when the project has been completed. The A&E team shall purchase a joint design/construction review for the project that is submitted when the project has been completed.

V. STEP-BY-STEP IMPLEMENTATION PLAN

A. LEED Accredited Professional

Provide a copy of the A/E's LEED Accredited Professional's certificate.

B. LEED Checklist Tracking Document

The PMT will schedule a "charette" with each library design team to develop a final LEED Checklist, tracking documentation based on general information about the project including: the project's site, any special circumstances, the team's decisions about individual credits, and required Action Items. This final LEED Checklist includes, but is not limited to the following items for each prerequisite and credit:

- Design or construction submittal designation
- Credit requirement and available options (if applicable)
- Status of credit pursuit (yes, probable, maybe, not probable, no)
- Designation of the project team member(s) primarily responsible for implementing the each credit
- Project-specific remarks/tasks providing background information; comments on decisions made by the team; any special credit documentation requirements due to use of Credit Interpretation Requests (CIRs), the LEED-NC Application Guide for Multiple Buildings and On-Campus Building Projects, or other reference documents; and all outstanding Action Items

In addition, LEED documents will include specific information regarding Innovation in Design credits attempted for each project including the intent of the credit, requirements for compliance, and documentation required to demonstrate proper compliance. LEED documents will be continuously updated by the A/E throughout the project's design and construction process. This provides a method of communication for all team members to stay informed of their LEED responsibilities for each library project. These documents are included in Appendix A.

C. Coordination of Project Meetings

Each project's LEED-AP will provide ongoing document review and LEED support to all disciplines during design and construction. The Architect's LEED AP will coordinate with the PMT's LEED Administrator concerning their project's monthly progress toward LEED Silver. Any outstanding items or changes to the LEED approach will be discussed monthly to ensure that all team members are fully aware of the LEED status for each project and that the team is on track for LEED Silver certification.

D. Project's Document Review

The Architect's LEED-AP will conduct full reviews of the project documents to ensure compliance with pursued LEED credits at the milestone submittals and will keep the PMT's LEED Administrator updated. Comments stemming from these reviews will be distributed to the team via a formal monthly report addressing all disciplines LEED responsibilities. The Architect's LEED-AP will ensure that documentation for all LEED credits will be completed and submitted to LEED Online.

E. Construction Credits Tracking and Documentation

The CM will provide the Architect's LEED AP with construction LEED Templates or other tracking documents that will be used to track and document LEED credits to be earned during construction. The Architect's LEED AP will assist the CM in preparing LEED documentation and will review construction documentation prepared by the CM for their assigned credits such as construction activity pollution prevention, construction waste management, construction Indoor Air Quality Management, etc.

F. Project Specifications

Each project's specifications will include appropriate information required to meet the targeted LEED credits and will be reviewed by the project's Architect's-LEEDAP and the PMT's LEED Administrator to seek opportunities to use uniformity of design standards for the creation of possible LEED prototypes that can be used by each of the ten library projects to save time and leverage uniformity of LEED Credits. The library program's three specialty consultants engaged to develop library program standards for Information Technology/Building Security; Wayfinding/Graphic Designs; and Furniture, Fixtures and Equipment (FF&E) standards for select library furniture, fixtures and equipment will provide library standards that represent "sustainable products" and whose manufacturers and installers have demonstrated sustainable practices in their delivery, installation and handling of waste. The PMT will coordinate these shared LEED documentation opportunities for all ten projects.

G. Project Phase Deliverables

There are five project phases for each library. The phases are: Schematic Design Phase, Design Development Phase, Construction Document Phase, Construction Phase and Post Construction Phase.

I. SCHEMATIC DESIGN PHASE – (A/E Team's 30% LEED DELIVERABLES):

- Site Orientation (Test Fit Plans) If possible orient building to accept photovoltaics , plan for building shading (with calculated overhangs or other shading devices), take advantage of prevailing summer breezes for placement of possible porches, balconies or patios, provide winter wind protection and determine if the use of earth berms or vegetation would be useful to mitigate temperature extremes. If applicable map shadow patterns from existing buildings. Show existing vegetation that would remain and plan for wide sidewalks to encourage "live-walk" community usage.
- Review and report on the project's Phase I & Phase II Environmental documents for a Brownfield Credit Opportunity.
- Plan for durable, salvaged recycled and recyclable materials where appropriate.
- Plan for renewable materials that are harvested from a sustainably managed forest.
- Plan to use local, indigenous and easy to maintain materials and methods to avoid high transportation cost and, high energy operating costs, and that create local jobs which support the local economy.
- SD Phase Plans/Drawings should address the project's LEED Checklist Credits that are appropriate for this phase.

- Water and Energy conservation are important sustainable goals of Fulton County
- Monthly LEED Progress Report
- SD Sustainable Cost Estimate provided with 30% submittal package

II. DESIGN DEVELOPMENT PHASE (A/E Team's 60% LEED DELIVERABLES):

- DD Layout /Drawings and color boards
- DD Table of Sustainable Products/Materials
- DD Phase Plans/Drawings should address continued development of the project's LEED Checklist Credits that are appropriate for this phase.
- Monthly LEED Progress Report
- DD Sustainable Cost Estimate provided with 60% submittal package

III. CONSTRUCTION DOCUMENT PHASE (A/E Team's 90% LEED DELIVERABLES)

- Final Drawings, Details, Products and Finishes
- Detailed Cost Estimate
- Product Alternates
- CD Phase Plans/Drawings should address continued development of the project's LEED Checklist Credits that are appropriate for this phase.
- Monthly LEED Progress Report
- Bid and Supporting Documentation
- CD Sustainable Cost Estimate provided with 90% submittal package

IV. CONSTRUCTION PHASE (A/E Team's 95% LEED DELIVERABLES)

- Final Products, Delivery, and Installation Documentation by A/E
- Specified Product Submittals and Warranties by CM
- Supporting LEED Documentation by A/E
- Monthly LEED Progress Report by A/E

V. POST CONSTRUCTION PHASE (A/E Team's 100% LEED DELIVERABLES)

- Final LEED Progress Report by A/E
- Final LEED On-Line Submission and Certification Process by A/E
- Green Housekeeping Policy & Green Pest Control Policy by A/E
- Final Sustainable Costs Report by A/E

H. Project's Energy Model Requirements

An energy analysis will be performed by the Architect's engineering team to ensure that the project meets the energy simulation requirements for LEED Energy and Atmosphere Prerequisite and Credit 1 under LEED-NC v3.0 listed below:

Prerequisite 1: Fundamental Commissioning of Building Energy Systems

Prerequisite 2: Minimum Energy Performance

Prerequisite 3: Fundamental Refrigerant Management

Credit 1: Optimize Energy Performance (EAc1)

Annual building energy usage for the proposed building design and code-compliance is to be forecast by the Architect's engineer based on DOE-2's three-dimensional computer software model to calculate the building's energy use.

The energy modeling process shall begin as early as possible in the design process to use the predicted energy savings to inform design decisions concerning building envelope, HVAC system design, and electrical (primary lighting) system design. Multiple iterations of the building energy model will be completed as the design progresses, with the final model serving as the basis for the EA Prerequisite 2 and Credit 1 LEED documentation. LEED-NC v3.0 evaluates savings in energy cost based on an ASHRAE 90.1-2007 code compliance. The following savings calculation will be used to determine the number of points achieved under EAc1:

Percent savings = (Baseline annual energy cost – Proposed annual energy cost)/ (Baseline annual energy cost).

I. Commissioning the Project to Comply with LEED NC v 3.0

The County may choose to hire an independent Commissioning Agent that is not part of the design or construction team to perform the project's building systems commissioning in compliance with LEED EA Prerequisite 1, Fundamental Commissioning of Building Energy Systems. The Owner's Project Requirements (OPR) and Basis of Design (BOD) documents will be created by the Architect's team and will be reviewed for clarity and completeness by the Commissioning Agent. The Commissioning Agent will review the design documents and submittals to verify compliance with the OPR and BOD documents.

Green Buildings may include special systems and equipment that are not familiar to the owner, maintenance staff, or some members of the design and construction team. Consulting an independent, qualified commissioning agent during the programming phase can save time and money, and perhaps most importantly, ensure that the building functions properly and is easy to maintain and operate as designed. ASHRAE defines commissioning as, "the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to conform to the design intent." The process begins with planning and includes design, construction, start-up, acceptance, and training, and can be applied throughout the life of the building.

LEED protocol includes two levels of commissioning. The basic commissioning activities that are a prerequisite to achieving any rating are:

- Engaging a commissioning authority
- Collecting and reviewing the design intent and basis of design documentation.
- Including commissioning requirements in the construction documents
- Developing and using a commissioning plan
- Verifying the installation, function performance, operational training, and maintenance documentation of each commissioned system
- Completing a commissioning report

To receive an additional credit for commissioning, the following additional activities must be performed:

- Conduct a focused review of the design prior to the construction documents phase
- Conduct a focused review of the construction documents when close to completion
- Conduct a selective review of contractor equipment submittal documents for equipment to be commissioned
- Develop a recommissioning management manual
- Have a contract in place for a near warranty end or post occupancy review

The above building commissioning activities are performed during each project's design and/or construction phase. These phases include: Programming, Design, Construction Acceptance and Post occupancy (10 months following occupancy).

J. Final Preparation and Review of LEED Credit Documentation

The Architect's LEED AP will help the project team as needed in the preparation of their LEED templates and supporting documentation. The PMT's LEED Administrator will review the entire LEED documentation process through design and construction via the LEED-online process. The Architect's LEED AP will ensure that final preparation of LEED documentation is complete for review by the PMT's LEED Administrator and by required Fulton County staff.

Summary

Detailed LEED programming is essential to understanding the goals and limits of each project, and to resolve issues by involving users and decision-makers throughout the process. The program defines the constraints, amenities, and environmental needs associated with the project. The team will explore a range of sustainable ideas and Innovation in Design Credits for each project through interactive work sessions. These ideas are developed, refined, and result in a comprehensive listing of needs, market demands, space requirements, and budgets. The project begins with a kickoff meeting/charette of stakeholders, proposing a sustainable scope of work and a method of exchanging pertinent information related to project goals and visions resulting in an increased understanding for both the project team and the Owner for the following important issues:

- ✓ Refine and define each project's LEED certification feasibility and then register each project under LEED NC v3. Set LEED Silver as a goal but document enough points for LEED Gold certification to insure Silver certification.
- ✓ Manage the process via LEED Online and assist the team in using LEED Online and preparing submittals.
- ✓ The team and the Owner choose the preferred sustainable alternatives for each project. Development guidelines are addressed, zoning requirements applied, and landscape development concepts considered.
- ✓ Capture credit synergies and strategies for projects to share opportunities for LEED credits.
- ✓ Review Community Overlay District requirements and Neighborhood sustainable land use and urban design opportunities, as well as Historic Districts and cultural activities.

- ✓ Transportation Corridors and Pathway Accessibility for each library. This information will be incorporated under the LEED Sustainable Site implementation strategies:
 - Public Transportation
 - Vehicular Transportation
 - Bike Transportation
 - Pedestrian safety

Successful LEED implementation begins when the team has an understanding of the issues associated with their library project's sustainability plan; they have studied existing and ongoing sustainability efforts; they understand program requirements, and have identified opportunities and constraints. The project's collective dreams and visions are now couched in reality. LEED Documentation is a living process of gathering information, then organizing it into a LEED Checklist and Scorecard framework that assists the project team in making timely and appropriate decisions over the project's life, including:

- ✓ Identifying "project stopper" issues that could delay the implementation of possible LEED points. All LEED prerequisites, achievable credits and achievable regional environmental goals will be targeted and have effective communication with the project team and stakeholders.
- ✓ Gathering, organizing, analyzing, and disseminating relevant LEED information from a diverse range of sustainability sources in a timely manner, including Credit Interpretation Requests (CIR) from USGBC/GBCI.
- ✓ The Architect's purchase of a Design Review from GBCI so the team can know they are on the right track, allowing it time to recover if tactical changes are needed.
- ✓ Balancing the project requirements with available funding to ensure feasibility of LEED points prior to initiating design.
- ✓ Incorporating client sustainability objectives, existing conditions, ideals for achieving the goals, and project requirements in a concise and comprehensive document that can be easily reviewed and approved by the client. This is accomplished via the LEED Task Matrix that identifies and outlines what is required for each LEED point. It lists opportunities for Innovation in Design Credits such as creating a Green Housekeeping Plan, a Green Procurement Plan, a Green Jobs Initiative, Life Cycle Analysis, and purchasing Renewable Energy to offset the projects carbon emissions. The LEED Task Matrix identifies the team member responsible for each point as well as the submittal phase under which the points should be completed.
- ✓ The last 15 years within the sustainable construction industry have witnessed training of the architectural/design community, manufactures, and end users to think green. By contrast the trades in the field responsible for erecting high performance buildings have not received this same level of green training that allows the design intent to be easily transferred and realized. To help solve this disparity the team will participate in the County's 1st Source Jobs Program. The County's 1st Source Jobs Program requires that 50% of all entry level positions filled by the A/E and CM teams be filled with County residents from Fulton County's Workforce Development Program. By participating in this County program we show the Owner and the community that they are the most important members of the library team!

TRACKING PROJECT MILESTONES

Track Project Status

Tracking Project Dates

Planning /Programming
Land Acquisition
Design RFP
BOC Approval
Design NTP
Design
Construction Bidding
BOC Approval
Construction NTP
Construction
Closeout
Warranty Period
Training
Green Jobs Created

(Note: Backup documents submitted in Draft 1)

Appendix A

LEED RATING SYSTEM NC
PROJECT CHECKLIST

PROJECT POINTS	POSSIBLE POINTS	CREDIT	DESCRIPTION	RESPONSIBLE PARTY	DOCUMENTATION REQ'D	DUE DATE	SUBMITTAL PHASE
1	1	prereq 1	Construction Activity Pollution Plan		1. List of drawings- erosion control particulate/ dust control and sedimentation control 2. Narrative		Construction
1	1	credit 1	Site Selection		1. Statement - no prohibited criteria 2. Site Plan Drawing		Design
1	1	credit 2	Development Density & Community Connectivity		Option 1: Development Density A. site vicinity plan B. project site and bldg area (sf) C. site/building areas of surrounding bldgs w/in density radius D. Narrative Option 2: Community Connectivity A. Site Vicinity drawing w/ 1/2 mile radius and locations of community services. B. Project site/bldg area (sf) C. List of Community Services w/in 1/2 mile radius D. Narrative		Design
		credit 3	Brownfield Redevelopment		1 - Provide confirmation site is brownfield 2 - Narrative describing contamination and remediation		Design
		credit 4.1	Alternative Transportation: Public Transportation		1 - Site vicinity drawing showing location of rail or bus stops 2 - Listing of rail or bus stops and distance to site		Design
1	1	credit 4.2	Alternative Transportation: Bicycle racks and Changing rooms		1. FTE (Full Time Equivalent) Calculation 2. Bicycle storage spaces calculation. 3. Shower and/ changing facility calculation 4. Drawings indicating bike racks 5. Drawings indicating shower locations		Design
		credit 4.3	Alternative Transportation: Low Emitting & Fuel Efficient cars		1. Statement indicating which option applies (There are three options) 2. FTE Calculation 3. Statement indicating total parking capacity for the site.		Design
		credit 4.4	Alternative Transportation: Parking capacity		(There are three options) 2. For either option: List of drawings and specs. Show		Design
		credit 5.1	Site Development: Protect or Restore Habitat		1 - Provide project site area, building footprint area, narrative of approach 2 - Greenfield sites: site drawing with boundaries of disturbance 2 - Developed site: sf of site that is restored and landscape plan		Construction
		credit 5.2	Site Development: Maximize open space		LEED Site plan- vegetated open space, bldg footprint		Design
1	1	credit 6.1	Stormwater Design: Quantity Control		Statement which option complies		Design

LEED RATING SYSTEM NC
PROJECT CHECKLIST

1		0	1	credit 6.2	Stormwater Design: Quality Control				1. List all BMP used 2. List all structural controls 3. Indicate the percent of rainfall treated Project site drawings, highlighting paving materials, landscape shading, covered parking, confirmation roof and parking has SRI of 29 and OPTION 1: SRIs for each paving material and total areas of site hardscape, area of hardscape to be shaded, area of installed SRI materials, area of open grid pvm! OPTION 2: Total number of parking spaces provided on-site, total number of covered parking spaces		Design
		0	1	credit 7.1	Heat Island: Non-Roof				1. Calculation percentage of SRI compliant roof area and roof slopes 2. List of drawings and specs showing SRI reqd. and roof slopes 3. List of roof material specs.		Design
				credit 7.2	Heat Island- Roof				Interior 1. List of Drawings and Specs location and type 2. List of Drawings and Specs automatic controls for non-business hours Exterior 1. List of Drawings and Specs location and type 2. Tabulations		Design
1	?	N	Water Efficiency	credit B	Light Pollution Reduction						Design
				credit 1.1	Water Efficient Landscaping: - 50%				1. Calculations of Total Water Applied (gal) 2. Total non-potable water supply (gal) 3. Narrative		Design
				credit 1.2	Water Efficient Landscaping: No Potable water/ no Irrigation				1. Plumbing drawings 2. Calculated occupants 3. Calculated baseline water usage for sewage conveyance 4. Calculated design case water usage for sewage conveyance 5. Non-potable water supply 6. Annual qty of treated wastewater 7. Narrative		Design
				credit 2	Innovative Wastewater Technologies				1. Statement confirming occupancy breakdown 2. FTE Calculation 3. Statement percent of male restroom urinals		Design
				credit 3.1	Water Use Reduction: 20%				1. Calculated occupants 2. Calculated design case water usage (flush/flow fixtures) 3. Calculated baseline water usage (flush and flow fixtures) 4. Non-potable water supply 5. Narrative		Design
				credit 3.2	Water Use Reduction: 30%						Design
Y	?	N	Energy & Atmosphere	prereq 1	Fundamental Commissioning Building Energy System				Commissioning Report		Construction

LEED RATING SYSTEM NC
PROJECT CHECKLIST

Y	2	N	Materials & Resources	Commissioning Agent	Statement listing mandatory ASHRAE 90.1	Design
			prereq 2 Minimum Energy Performance Fundamentals Refrigerant Management		Statement indicating which option applies	Design
6			credit 1 Optimized Energy Performance		Statement indicating which option applies along with appropriate list and simulation reports	Design
			credit 2 On-site Renewable Energy		Describe the source of the annual energy cost info and provide the energy values and costs	Design
			credit 3 Enhanced Commissioning		1. Confirm name/num and experience of CxA 2. Confirm 6 req'd tasks have been completed 3. Narrative	Construction
			credit 4 Enhanced Refrigerant Management		1. Calculations 2. Narrative on analysis 3. Cut Sheets HVAC refrigerant data	Design
			credit 5 Measurement and Verification		1. Statement indicating which option applies 2. Measurement Verification Plan	Construction
			credit 6 Green Power		Option 1: A. Green Power provider & contract term B. Total annual electricity consumption and total annual green power purchase Option 2: A. Renewable energy certificate vendor B. Total annual electricity consumption C. Value of green tags purchased	Construction
			prereq 1 Storage & Collection of Recyclables		1. Statement confirming recycling area	Design
			credit 1.1 Building Reuse-Maintain 75% of Existing walls, Floors, & Roofs		1. Confirm project's renovation or addition status. 2. Provide tabulation of existing and reused areas (sf) of each structural/envelope element 3. optional narrative	Construction
			credit 1.2 Building Reuse- Maintain 95% of Existing walls, Floors, & Roofs		1. Confirm project's renovation or addition status. 2. Provide tabulation of existing and reused areas (sf) of each non-structural interior element 3. optional narrative	Construction
1			credit 1.3 Building Reuse- Maintain 50% of the Interior Non-structural Elements		1. Complete tables 2. Narrative including Construction Waste Management Plan	Construction
			credit 2.1 Construction Waste Management- Divert 50% from Disposal		1. Total project materials cost 2. Tabulation of salvaged/reused material on project 3. Narrative w/ specifics about materials on project	Construction
			credit 2.2 Construction Waste Management- Divert 75% from Disposal		1. Statement indicating total material value. 2. Spreadsheet Calculation	Construction
			credit 3.1 Materials Reuse - 5%		Same as above	Construction
			credit 3.2 Materials Reuse - 10%		1. Statement indicating total material value. 2. Spreadsheet calculation	Construction
			credit 4.1 Recycled Content 10%		Same as above	Construction
			credit 4.2 Recycled Content 20%		Same as above	Construction
			credit 5.1 Regional Materials: 10%		Same as above	Construction
			credit 5.2 Regional Materials: 20%		Same as above	Construction
			credit 6 Rapidly Renewable Materials		Same as above	Construction
			credit 7 Certified Wood		Same as above	Construction

LEED RATING SYSTEM NC
PROJECT CHECKLIST

Y	?	N	Indoor Environmental Quality										
			prereq 1	IAQ Performance								1. Statement indicating which option applies 2. Narrative describing project ventilation design	Design
			prereq 2	Environmental Tobacco Smoke Control								1. Statement indicating which option applies 2. List of drawings and specs.	Design
			credit 1	Outdoor Air Delivery Monitoring								1. Statement indicating which option applies 2. List of drawings and specs. 3. Narrative describing the project's ventilation designs.	Design
			credit 2	Increase Ventilation								1. Confirm that designs meet LEED standards (see ref.guide) 2. Design narrative	Design
			credit 3.1	Construction IAQ Management Plan- During Construction								1. Project IAQ plan 2. Confirm if perm. installed AHUs were used during const. 3. Photo's of IAQ practices 4. List all filtration media optional Narrative	Construction
			credit 3.2	Construction IAQ Management Plan- Before Occupancy								1. Confirmation of approach taken by project 2. Project IAQ plan 3. Narrative of specific flush-out procedures or IAQ testing process and results	Construction
			credit 4.1	Low Emitting Materials: Adhesive and Sealants								1. Spreadsheet - manufacturer, product name, VOC content, LEED VOC limit and data (indoor adhesive) 2. Spreadsheet- same as above (aerosol adhesive)	Construction
			credit 4.2	Low Emitting Materials: Paints and Coatings								1. Spreadsheet - manufacturer, product name, VOC content, LEED VOC limit and data (indoor paint) 2. Spreadsheet- same as above (indoor anti-corrosive/ anti-rust paint)	Construction
			credit 4.3	Low Emitting Materials: Carpet system								1. Spreadsheet - manufacturer, product name, VOC content, LEED VOC limit and data (indoor carpet) 2. Spreadsheet- same as above (indoor carpet cushion)	Construction
			credit 4.4	Low Emitting Materials: Composite Wood & Agrifiber products								1. Spreadsheet - manufacturer, product name, VOC content, LEED VOC limit and data (indoor composite wood and agrifiber used)	Construction
			credit 5	Indoor Chemical & Pollutant Source Control								1. Spreadsheet entryway- manufacturer and product name 2. List of Drawings and specs 3. Spreadsheet entryway- cleaning materials.	Design
			credit 6.1	Controllability of systems: Lighting								1. Calculation total workstation 2. Brief description of controls 3. Narrative lighting control strategy	Design
			credit 6.2	Controllability of systems: Thermal Control								1. Calculation total workstation 2. Brief description of controls 3. Narrative thermal control strategy	Design
			credit 7.1	Thermal Comfort: Design								1. Provide data regarding seasonal temp & humidity design criteria 2. Narrative of methods for thermal comfort conditions. Including specifics of compliance with ref. standards	Design
			credit 7.2	Thermal Comfort: Verification								1. Narrative of survey planned for validating thermal comfort conditions. Include specifics of provisions for creating a plan for corrective action.	Design

Attachments

A Green Product Checklist

DATE: _____

PROJECT NAME: _____

COMPLETED BY: _____

DIVISION 01 - GENERAL

- Certification: Require USGBC LEED-[NC] [EB] [CI] [CS] [H] [ND] certification at [certified] [silver] [gold] [platinum] level.
- Green Globes: Provide [final structure in compliance] [work consistent] with Green Globes – US level [Two Globes] [Three Globes] requirements.
- EPA Rating: Comply with Energy Star [new home] [building label] qualifications.
- EPA Rating: Comply with WaterSense recommendations.
- EPA National Performance Track: Comply with EPA Performance Track criteria and Environmental Management System.
- Healthcare: Comply with Green Guide for Healthcare (GGHC) recommendations.
- Healthcare: Comply with Hospitals for a Healthy Environment H2E Award criteria.
- During Construction: Implement construction pollution and IAQ controls.
- During Construction: Implement a construction waste management system.
- Final Cleaning: Implement green housekeeping practices for final cleaning procedures.
- System Performance After Construction: Implement commissioning.
- Substitutions: Require impact on green design goals for proposed substitutions.

DIVISION 02 - EXISTING CONDITIONS

- Disassemble components and existing structures for reuse.
- Verify hazardous materials are deposited in licensed landfills.

DIVISION 03 - CONCRETE

- Permanent insulating concrete formwork.
- Reusable concrete formwork.
- Rebar supports fabricated from recycled steel.
- Rebar supports fabricated from recycled plastic.
- Cellular concrete.
- Recycled aggregate in concrete mix.
- Coal fly ash or ground granulated furnace slag in concrete mix.
- Low-VOC concrete hardening compounds.

DIVISION 04 - MASONRY

- Glass block fabricated from recycled plastics.
- Glass bricks fabricated from recycled glass.
- Simulated stone fabricated from recycled materials.
- Concrete masonry units with integral insulation.
- Concrete masonry units fabricated from recycled materials.
- Autoclaved aerated concrete masonry units.
- Brick fabricated from cleaned, petroleum-contaminated soils.
- Salvaged brick reuse.
- Rubber blocks fabricated from recycled rubber.
- Masonry cavity drainage material fabricated from recycled materials.
- Use locally sourced stone.

DIVISION 05 - METALS

- Structural steel with recycled content.
- Cold-formed metal framing with recycled content.
- Metal fabrications fabricated with recycled content.

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

- Certified wood, Forest Stewardship Council (FSC).
- Arsenic- and chromium-free pressure-treated wood.
- Engineered framing fabricated from small wood pieces.
- Sheathing fabricated from recycled waste paper.
- Sheathing fabricated from recycled waste paper, fire-retardant.
- Structural insulated panels.
- Floor decking fabricated from recycled wastepaper.
- Underlayment fabricated from recycled wastepaper.
- Underlayment fabricated from recycled materials.
- Salvaged and reclaimed wood (for timbers and flooring).
- Medium density fiberboard fabricated with recycled and recovered wood fibers.
- Particle board fabricated with recycled and recovered wood fibers.
- Medium density fiberboard fabricated with no added urea formaldehyde.
- Particleboard fabricated with no added urea formaldehyde.
- Rapidly renewable agrifiber board fabricated with no added urea formaldehyde.

DIVISION 11 - EQUIPMENT

- Dock bumpers fabricated from recycled vehicle tires.
- Appliances with Energy Star labels.

DIVISION 12 - FURNISHINGS

- Manufactured casework held to same environmental standards as Division 6.
- Systems furniture held to same environmental standards as Division 6.
- Anti-fatigue mats fabricated from recycled materials.
- Entry mats fabricated from recycled vehicle tires.
- Entry mats fabricated from cocoa fibers.
- Permanent entryway systems with drain pans.
- Window treatment systems with photosensors, automated operation.
- Window treatment systems with PVC-free materials.

DIVISION 13 - SPECIAL CONSTRUCTION

- Solar water heaters.
- Photovoltaic systems, rooftop mounted modular units.
- Photovoltaic systems, integrated into building envelope.

DIVISION 14 - CONVEYING SYSTEMS

- Energy-efficient elevators.
- Interior cab finishes to same environmental finish standards.

DIVISION 22 - PLUMBING

- Waterless urinals.
- Composting toilets.
- Ultra low flow toilets.
- Gray water recycling system.
- Heat-sensing flow consumption fittings.
- Underfloor air distribution system / displacement ventilation system.
- Commissioning.

DIVISION 23 - HVAC

- Energy modeling.
- Commissioning.

DIVISION 26 - ELECTRICAL

- Energy efficient lighting fixtures and bulbs.
- Occupancy sensors.
- Perimeter daylighting controls.
- Commissioning.

DIVISION 31 - EARTHWORK

- Recycled subbase materials.
- Containment structures fabricated from recycled materials.
- Retaining walls fabricated from recycled plastic.

- Geomembrane liner fabricated with recycled geotextiles.
- Geotextiles fabricated from recycled materials.
- Soil stabilization mat fabricated from recycled plastic.

DIVISION 32 - EXTERIOR IMPROVEMENTS

- Rubber paving manufactured from recycled tires.
- Porous paving manufactured from recycled plastic.
- Rubber paving fabricated from post-consumer recycled rubber.
- Brick paving fabricated from cleaned oil-contaminated soils.
- Glass pavers fabricated from recycled glass.
- Plastic pavers fabricated from recycled glass.
- Rubber unit pavers fabricated from post-consumer vehicle tires.
- Stepping stones fabricated from recycled rubber.
- Hi albedo (solar reflectance) materials for exterior surfacing.
- Irrigation hosing fabricated from recycled vehicle tires.
- High efficiency irrigation system design using [gray water] [harvested rainwater].
- PVC-free pipe material options: HDPE and PEX.
- Play equipment fabricated from recycled components.
- Granulated rubber play surfacing fabricated from recycled tires.
- Fencing fabricated from PVC-free HDPE recycled plastic or composite lumber.
- Bicycle racks.
- Site furnishings fabricated with recycled content.
- Erosion control mats fabricated from recycled fibers.
- Organic fertilizers.
- Landscape edging fabricated from recycled plastic.
- Landscape timbers fabricated from recycled plastic.
- Mulch fabricated from recycled hardwood blend.
- Mulch fabricated from recycled newspapers.
- Root barriers fabricated from recycled polypropylene.
- Soil amendments composed of recycled or composted materials.
- Native or adapted climate appropriate planting materials.
- Xeriscaping, landscaping to minimize the use of water and chemicals.

- Rapidly renewable bamboo wall paneling.
- Wood trim fabricated from veneered finger-jointed wood.
- Low emitting wood adhesives, interior use.
- Countertop materials fabricated from recycled materials.

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- Fiberglass insulation fabricated from recycled glass.
- Fiberglass insulation manufactured with no added urea formaldehyde.
- Mineral wool insulation manufactured with recycled material.
- Cellulose insulation with recycled material and borate-based primer.
- Cotton batt insulation manufactured with recycled material.
- Biobased spray insulation manufactured with plant based soy content.
- Spray foam air barrier insulation and sealant.
- Foamed-in-place insulation.
- Extruded polystyrene insulation, non-ozone depleting.
- Polyisocyanurate insulation, non-ozone depleting.
- Exterior water-repellent sealers with low VOCs.
- Air and vapor barrier membrane at exterior building envelope.
- PVC-free waterproofing and roofing membranes.
- Fiber-cement roofing shingles.
- Metal wall and roof panels manufactured with recycled content.
- Green roof systems.
- Solar reflective materials for roof surfaces, Energy Star qualified.
- Roof walkway pads fabricated from recycled materials.
- Expanding foam sealants.
- Joint fillers fabricated from recycled materials.
- Low emitting joint sealers, interior use.

DIVISION 08 - OPENINGS

- Steel doors and frames with recycled content.
- Wood doors with certified wood, Forest Stewardship Council.
- Wood doors fabricated from hardboard.
- Wood doors fabricated with agrifiber board cores.
- Wood doors fabricated with no added urea formaldehyde.
- Plastic doors fabricated from recycled plastic.
- Aluminum framing systems fabricated with recycled content aluminum.
- Skylights for daylighting.

- High-performance wood windows, Energy Star qualified.
- High-performance vinyl replacement windows, Energy Star qualified.
- High-performance fiberglass windows, Energy Star qualified.
- High-performance insulating glass, with low-e coating.

DIVISION 09 - FINISHES

- Low emitting adhesives, interior use.
- Gypsum board fabricated with synthetic gypsum.
- Gypsum board fabricated at local plant.
- Ceramic tile with recycled content.
- Terrazzo flooring with recycled content.
- Acoustical ceiling panels with recycled content.
- Wood flooring with certified wood, Forest Stewardship Council (FSC).
- Wood flooring finishes, low emitting.
- Engineered wood flooring with recycled content and no added urea formaldehyde.
- Salvaged and reclaimed wood flooring.
- Rapidly renewable flooring, [cork] [bamboo].
- Linoleum flooring, [tile] [sheet].
- Recycled rubber flooring.
- PVC-free flooring, wall base and accessories.
- Carpet system with CRI Green Label [Plus] certification.
- Carpet fabricated with recycled materials.
- Carpet fabricated with natural materials (wool).
- Carpet tile fabricated with recycled materials.
- Carpet cushion fabricated from recycled materials.
- Cork wall covering.
- Recycled fiberboard wall panels.
- Sisal wall coverings.
- Acoustical wall panels with recycled content.
- Sound control board fabricated from recycled newsprint.
- Interior paints with zero-VOC content.
- Interior water-based multi-color paints with zero-VOC content.
- Latex vapor barrier coating with low VOCs.
- Exterior paints with zero-VOC content.

DIVISION 10 - SPECIALTIES

- Bulletin boards fabricated from cork.
- Toilet compartments fabricated from recycled HDPE plastic.
- Wall protection systems with PVC-free materials.
- Lockers fabricated from recycled HDPE plastic.
- Electric hand dryers in toilet rooms.
- Shower curtains fabricated of cotton.

LEED REQUIREMENTS

PART 1 - GENERAL

SUMMARY

- A. Included are general requirements and procedures for compliance with USGBC LEED prerequisites and certain LEED credits needed from the General Contractor (GC) for the Project to obtain LEED -**Certified Silver** certification based on **LEED-NC, Version 2.2**.
- B. Additional LEED prerequisites and LEED credits needed to obtain the certification depend on Architect's design and other aspects of Project that are not part of the Work required of the GC.

1.2 DEFINITIONS

- A. **Chain-of-Custody Certificates**: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.
- B. **LEED**: Leadership in Energy & Environmental Design.
- C. **Rapidly Renewable Materials**: Materials made from plants that are typically harvested within a 10-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
- D. **Regional Materials**: Materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.
- E. **Recycled Content**: The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.
 - "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
 - "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

LEED REQUIREMENTS

1.3 SUBMITTALS FOR LEED

GC's LEED submittals shall verify compliance with indicated LEED requirements from the project's Scorecard including Construction Activity Pollution Prevention, Storage & Collection of Recyclables as Prerequisites and Environmental Tobacco Smoke Control.

- A. **Project Materials Cost Data:** Provide statement indicating total cost for materials used for Project. Costs exclude labor, overhead, and profit. Include breakout of costs for the following categories of items:

- Furniture.
- Plumbing.
- Mechanical.
- Electrical.
- Specialty items such as elevators and equipment.
- Wood-based construction materials.

- B. **LEED Action Plans for GC:** Provide submittals for the following requirements:

Credit MR 2.1[and Credit MR 2.2?]: Waste management plan complying with Division 1 Section "Construction Waste Management."

Credit MR 3: List of proposed salvaged and refurbished materials. Identify each material that will be salvaged or refurbished, including its source, cost, and replacement cost if the item was to be purchased new.

Credit MR 3.1[and Credit MR 3.2 -N/A]: List of proposed salvaged and refurbished materials. Identify each material that will be salvaged or refurbished, including its source, cost, and replacement cost if the item was to be purchased new.

Credit MR 4.1[and Credit MR 4.2]: List of proposed materials with recycled content. Indicate cost, post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.

Credit MR 5.1[and Credit MR 5.2]: List of proposed regional materials. Identify each regional material, including its source, cost, and the fraction by weight that is considered regional.

Credit MR 5.1[and Credit MR 5.2]: List of proposed regionally manufactured materials [and regionally extracted and manufactured materials].

a. Identify each regionally manufactured material, including its source and cost.

b. Identify each regionally extracted and manufactured material, including its source and cost.

Credit [MR 6-N/A] [MR 7]: List of proposed certified wood products. Indicate each product containing certified wood, including its source and cost of certified wood products.

Credit [EQ 3] [EQ 3.1]: Construction IEQ management plan with Good Housekeeping

- C. **LEED Documentation Submittals:**

Credit MR 2.1[and Credit MR 2.2]: Comply with Division 1 Section "Construction Waste Management."

Credit MR 4.1[and Credit MR 4.2]: Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.

Credit MR 5.1[and Credit MR 5.2]: Product data for regional materials indicating location and distance from Project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating cost for each regional material and the fraction by weight that is considered regional.

LEED REQUIREMENTS

Credit MR 5.1[and Credit MR 5.2]: Product data indicating location of material manufacturer for regionally manufactured materials. Include statement indicating cost for each regionally manufactured material [and for each regionally extracted and manufactured material].

- a. Include statement indicating distance from manufacturer to Project for each regionally manufactured material.
- b. Include statement indicating location of and distance from Project to point of extraction, harvest, or recovery for each raw material used in regionally extracted and manufactured materials.

Credit [MR 6-NA] [MR 7]: Product data and chain-of-custody certificates for products containing certified wood. Include statement indicating cost for each certified wood product.

Credit [EQ 3] [EQ 3.1]:

- c. Construction indoor-air-quality management plan.
- d. Product data for temporary filtration media if required.
- e. Product data for filtration media used during occupancy if required.
- f. Construction Documentation: Photographs at three different times during the construction period, along with a brief description of the SMACNA approach employed, documenting implementation of the indoor-air-quality management measures, such as protection of ducts, on-site stored/installed absorptive materials.

Credit EQ 3.2- N/A:

- g. Statement describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
- h. Product data for filtration media used during flush-out and during occupancy.
- i. Report from testing and inspecting agency indicating results of indoor-air-quality testing and documentation showing compliance with indoor-air-quality testing procedures and requirements.

Credit EQ 4.1: Product data for adhesives and sealants used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D.

Credit EQ 4.2: Product data for paints and coatings used inside the weatherproofing system indicating [chemical composition and] VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D.

Credit EQ 4.4: Product data for products containing composite wood or agrifiber products or wood glues indicating that they do not contain urea-formaldehyde resin.

1.4 QUALITY ASSURANCE

- A. **LEED Coordinator:** Engage an experienced LEED-Accredited Professional to coordinate LEED requirements. LEED coordinator may also serve as waste management coordinator.

PART 2 - PRODUCTS

2.1 SALVAGED AND REFURBISHED MATERIALS

- A. **Credit MR 3 – N/A:** Provide salvaged or refurbished materials for a minimum of 1 percent of building materials (by cost). The following materials may be salvaged or refurbished materials:
<GC's list of materials – N/A>.

LEED REQUIREMENTS

2.2 RECYCLED CONTENT OF MATERIALS

- A. **Credit MR 4.1[and Credit MR 4.2]:** Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of [10] [20] percent of cost of materials used for Project.

Cost of post-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.

Cost of pre-consumer recycled content of an item shall be determined by dividing weight of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.

Do not include [furniture,] [plumbing,] mechanical and electrical components, and specialty items such as elevators and equipment in the calculation.

2.3 REGIONAL MATERIALS

- A. **Credit MR 5.1[and Credit MR 5.2]:** Provide a minimum of [10] [20] percent of building materials (by cost) that are regional materials.
- B. **Credit MR 5.1:** Provide a minimum of 20 percent of materials (by cost) that are regionally manufactured materials.
- C. **Credit MR 5.2:** Provide a minimum of 10 percent of materials (by cost) that are regionally extracted and manufactured materials.

2.4 CERTIFIED WOOD

- A. **Credit [MR 6 – N/A] [MR 7]:** Provide a minimum of 50 percent (by cost) of wood-based materials that are produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:

- a. Rough carpentry.
- b. Miscellaneous carpentry.
- c. Heavy timber construction.
- d. Wood decking.
- e. Metal-plate-connected wood trusses.
- f. Structural glued-laminated timber.
- g. Finish carpentry.
- h. Architectural woodwork.
- i. Wood paneling.
- j. Wood veneer wall covering.
- k. Wood flooring.
- l. Wood lockers.
- m. Wood cabinets.
- n. Furniture.

2.5 LOW-EMITTING MATERIALS

- A. **Credit EQ 4.1:** For applicable field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D:

Wood Glues: 30 g/L.

LEED REQUIREMENTS

Metal to Metal Adhesives: 30 g/L.
 Adhesives for Porous Materials (Except Wood): 50 g/L.
 Subfloor Adhesives: 50 g/L.
 Plastic Foam Adhesives: 50 g/L.
 Carpet Adhesives: 50 g/L.
 Carpet Pad Adhesives: 50 g/L.
 VCT and Asphalt Tile Adhesives: 50 g/L.
 Cove Base Adhesives: 50 g/L.
 Gypsum Board and Panel Adhesives: 50 g/L.
 Rubber Floor Adhesives: 60 g/L.
 Ceramic Tile Adhesives: 65 g/L.
 Multipurpose Construction Adhesives: 70 g/L.
 Fiberglass Adhesives: 80 g/L.
 Contact Adhesive: 80 g/L.
 Structural Glazing Adhesives: 100 g/L.
 Wood Flooring Adhesive: 100 g/L.
 Structural Wood Member Adhesive: 140 g/L.
 Special Purpose Contact Adhesive (contact adhesive that is used to bond melamine covered board, metal, unsupported vinyl, Teflon, ultra-high molecular weight polyethylene, rubber or wood veneer 1/16 inch or less in thickness to any surface): 250 g/L.
 Top and Trim Adhesive: 250 g/L.
 Plastic Cement Welding Compounds: 250 g/L.
 ABS Welding Compounds: 325 g/L.
 CPVC Welding Compounds: 490 g/L.
 PVC Welding Compounds: 510 g/L.
 Adhesive Primer for Plastic: 550 g/L.
 Plastic Cement Welding Compounds: 350 g/L.
 ABS Welding Compounds: 400 g/L.
 CPVC Welding Compounds: 490 g/L.
 PVC Welding Compounds: 510 g/L.
 Adhesive Primer for Plastic: 650 g/L.
 Sheet Applied Rubber Lining Adhesive: 850 g/L.
 Aerosol Adhesive, General Purpose Mist Spray: 65 percent by weight.
 Aerosol Adhesive, General Purpose Web Spray: 55 percent by weight.
 Special Purpose Aerosol Adhesive (All Types): 70 percent by weight.
 Other Adhesives: 250 g/L.
 Architectural Sealants: 250 g/L.
 Nonmembrane Roof Sealants: 300 g/L.
 Single-Ply Roof Membrane Sealants: 450 g/L.
 Other Sealants: 420 g/L.
 Sealant Primers for Nonporous Substrates: 250 g/L.
 Sealant Primers for Porous Substrates: 775 g/L.
 Modified Bituminous Sealant Primers: 500 g/L.
 Other Sealant Primers: 750 g/L.

- B. Credit EQ 4.2: For applicable field applications that are inside the weatherproofing system, use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D[and the following chemical restrictions as required]:**

Flat Paints, Coatings, and Primers: VOC not more than 50 g/L.
 Nonflat Paints, Coatings, and Primers: VOC not more than 150 g/L.
 Anticorrosive and Antirust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 Clear Wood Finishes, Varnishes: VOC not more than 350 g/L.
 Clear Wood Finishes, Lacquers: VOC not more than 550 g/L.
 Floor Coatings: VOC not more than 100 g/L.
 Shellacs Clear: VOC not more than 730 g/L.
 Shellacs, Pigmented: VOC not more than 550 g/L.
 Stains: VOC not more than 250 g/L.

LEED REQUIREMENTS

Flat Interior Topcoat Paints: VOC not more than 50 g/L.
 Nonflat Interior Topcoat Paints: VOC not more than 150 g/L.
 Anticorrosive and Antirust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
 Clear Wood Finishes, Varnishes and Sanding Sealers: VOC not more than 350 g/L.
 Clear Wood Finishes, Lacquers: VOC not more than 550 g/L.
 Floor Coatings: VOC not more than 100 g/L.
 Shellacs Clear: VOC not more than 730 g/L.
 Shellacs, Pigmented: VOC not more than 550 g/L.
 Stains: VOC not more than 250 g/L.
 Primers, Sealers, and Undercoaters: VOC not more than 200 g/L.
 Dry-Fog Coatings: VOC not more than 400 g/L.
 Zinc-Rich Industrial Maintenance Primers: VOC not more than 340 g/L.
 Pretreatment Wash Primers: VOC not more than 420 g/L.
 Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
 Restricted Components: Paints and coatings shall not contain any of the following:

- a. Acrolein.
- b. Acrylonitrile.
- c. Antimony.
- d. Benzene.
- e. Butyl benzyl phthalate.
- f. Cadmium.
- g. Di (2-ethylhexyl) phthalate.
- h. Di-n-butyl phthalate.
- i. Di-n-octyl phthalate.
- j. 1,2-dichlorobenzene.
- k. Diethyl phthalate.
- l. Dimethyl phthalate.
- m. Ethylbenzene.
- n. Formaldehyde.
- o. Hexavalent chromium.
- p. Isophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

- C. **Credit EQ 4.4:** Do not use composite wood or agrifiber products or adhesives that contain urea-formaldehyde resin.
- D. **CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT**
- E. **Credit [EQ 3] [EQ 3.1]:** Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction."
- F. **Credit EQ 3.2 – N/A:[** Comply with one of the following requirements:]
 After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total volume of 14000 cu. ft. (4 300 000 L) of outdoor air per sq. ft. (sq. m) of floor area while maintaining an internal temperature of at least 60 deg F (16 deg C) and a relative humidity no higher than 60 percent.

LEED REQUIREMENTS

If occupancy is desired prior to flush-out completion, the space may be occupied following delivery of a minimum of 3500 cu. ft. (1 070 000 L) of outdoor air per sq. ft. (sq. m) of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm per sq. ft. (1.52 L/s per sq. m) of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14000 cu. ft./sq. ft. (4 300 000 L/sq. m) of outside air has been delivered to the space.

Air-Quality Testing:

- a. Conduct baseline indoor-air-quality testing, after construction ends and prior to occupancy, using testing protocols consistent with the EPA's "Compendium of Methods for the Determination of Air Pollutants in Indoor Air," and as additionally detailed in the USGBC's "[LEED-NC] [LEED-CI]: Reference Guide."
- b. Demonstrate that the contaminant maximum concentrations listed below are not exceeded:
 - 1) Formaldehyde: 50 ppb.
 - 2) Particulates (PM10): 50 micrograms/cu. m.
 - 3) Total Volatile Organic Compounds (TVOC): 500 micrograms/cu. m.
 - 4) 4-Phenylcyclohexene (4-PH): 6.5 micrograms/cu. m.
 - 5) Carbon Monoxide: 9 ppm and no greater than 2 ppm above outdoor levels.

END of Section



PRESS RELEASE

Contact : Ashley Katz
Communications Manager, USGBC
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Buildings Seeking LEED to Provide Performance Data

Energy and water usage reporting becomes a precondition of certification

June 25, 2009 (Washington, DC) - As part of LEED v3, the latest version of the U.S. Green Building Council's program for green building design, construction, operations and maintenance, buildings seeking LEED certification will begin submitting operational performance data on a recurring basis as a precondition to certification.

"Today there is all too often a disconnect, or performance gap, between the energy modeling done during the design phase and what actually happens during daily operation after the building is constructed," said Scot Horst, Senior Vice President of LEED, U.S. Green Building Council. "We're convinced that ongoing monitoring and reporting of data is the single best way to drive higher building performance because it will bring to light external issues such as occupant behavior or unanticipated building usage patterns, all key factors that influence performance."

USGBC will be able to use the performance information collected to inform future versions of LEED.

"Building performance will guide LEED's evolution. This data will show us what strategies work – and which don't – so we can evolve the credits and prerequisites informed by lessons learned," said Brendan Owens, USGBC's vice president of LEED technical development.

"It will also help us to educate building owners on how users of the building can impact its energy use and water consumption, to be sure the building is operating as it was designed to," added Horst. "Similar to the sticker on a new car that says the car will get 30 miles to the gallon – the car is calibrated to perform but it's also reliant on the driver's habits."

Projects can comply with the performance requirement in one of three ways:

1. The building is recertified on a two-year cycle using LEED for Existing Buildings: Operations & Maintenance.
2. The building provides energy and water usage data on an on-going basis annually.
3. The building owner signs a release that authorizes USGBC to access the building's energy and water usage data directly from the building's utility provider.

The requirement creates a data stream on LEED-certified building performance that can be used by owners and operators to optimize their building performance and promote the establishment of energy efficiency goals over the life of the building.

USGBC is proactively investigating cost effective ways for every LEED building to become metered as a way to capture this data," said Owens. "However, we know that there are building types that may have a central plant, a military base or a university campus, for instance, where it would be cost prohibitive to install meters on every single building," said Owens. In this circumstance, the MPR would be waived.

U.S. GREEN BUILDING COUNCIL

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"LEED was created to transform the way we build and operate buildings with a goal of reducing the impacts of the built environment. The LEED design and construction certifications recognize one piece of a building's lifecycle but it's the day-to-day running of the building that has dramatic impact on its performance. We know that buildings can be a huge part of the solution for reducing greenhouse gas emissions and fossil fuel dependence and USGBC sees this as one more step forward in accomplishing its goals for addressing climate change," added Horst.

U.S. Green Building Council

The Washington, D.C.-based U.S. Green Building Council is committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings.

With a community comprising 78 local affiliates, more than 20,000 member companies and organizations, and more than 100,000 LEED Accredited Professionals, USGBC is the driving force of an industry that is projected to soar to \$60 billion by 2010. The USGBC leads an unlikely diverse constituency of builders and environmentalists, corporations and nonprofit organizations, elected officials and concerned citizens, and teachers and students.

Buildings in the United States are responsible for 39% of CO2 emissions, 40% of energy consumption, 13% water consumption and 15% of GDP per year, making green building a source of significant economic and environmental opportunity. Greater building efficiency can meet 85% of future U.S. demand for energy, and a national commitment to green building has the potential to generate 2.5 million American jobs.

LEED

The U.S. Green Building Council's LEED green building certification system is the foremost program for the design, construction and operation of green buildings and communities. More than 35,000 projects, are currently using LEED, comprising over 5.6 billion square feet of space in all 50 states and 91 countries.

By using less energy, LEED-certified buildings save money for families, businesses and taxpayers; reduce greenhouse gas emissions; and contribute to a healthier environment for residents, workers and the larger community.

USGBC was co-founded by current President and CEO Rick Fedrizzi, who spent 25 years as a Fortune 500 executive. Under his 15-year leadership, the organization has become the preeminent green building, membership, policy, standards, education and research organization in the nation.

For more information, visit www.usgbc.org.

U.S. GREEN BUILDING COUNCIL

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CERTIFICATION FEES

	Less than 50,000 Square Feet*	50,000- 500,000 Square Feet*	More Than 500,000 Square Feet*	Appeals (if applicable)
	Fixed Rate	Based on Square Footage*	Fixed Rate	Per credit
LEED 2009: New Construction, Commercial Interiors, Schools, Core & Shell full certification				
Design Review				
USGBC Members	\$2,000	\$0.04/sf	\$20,000	\$500
Non-Members	\$2,250	\$0.045/sf	\$22,500	\$500
Expedited Fee**	\$5,000 regardless of square footage			\$500
Construction Review				
USGBC Members	\$500	\$0.010/sf	\$5,000	\$500
Non-Members	\$750	\$0.015/sf	\$7,500	\$500
Expedited Fee**	\$5,000 regardless of square footage			\$500
Combined Design & Construction Review				
USGBC Members	\$2,250	\$0.045/sf	\$22,500	\$500
Non-Members	\$2,750	\$0.055/sf	\$27,500	\$500
Expedited Fee**	\$10,000 regardless of square footage			\$500

EXHIBIT No. 2

**Report of Geotechnical Engineering Services – Auburn Avenue Research Library
Addition**

Report of
Geotechnical Engineering Services
Auburn Avenue Research Library Addition
101 Auburn Avenue
Atlanta, Georgia
Cardno ATC Project Number 066.26231.6024

Prepared For:

Fulton County Facilities and Transportation Department
1 Margaret Mitchell Square
Atlanta, Georgia 30303



1841 West Oak Parkway, Suite F
Marietta, Georgia 30062
Telephone 770-427-9456
Fax 770-427-1907
www.cardnoatc.com

January 14, 2013

Fulton County Facilities and Transportation Department

1 Margaret Mitchell Square
Atlanta, Georgia 30303

Attention: Mr. Gerhardt D. Gerard, AIA LEED AP (Gerhardt.Gerard@fultoncountyga.gov)

Subject: Report of Geotechnical Engineering Services
Auburn Avenue Research Library Addition
101 Auburn Avenue
Atlanta, Georgia
Contract With Fulton County – 11RFP77841K-MH Dated 03.23.2011
Cardno ATC Project Number 066.26231.6024

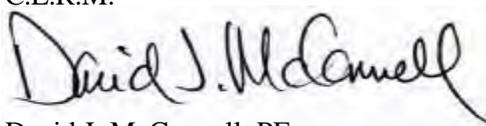
Dear Mr. Gerard:

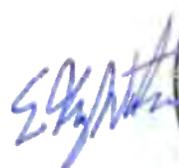
Cardno ATC has completed the authorized Geotechnical Engineering Services for the referenced project. This report includes our understanding of the development, discusses exploration procedures, describes existing site and subsurface conditions, and presents our geotechnical evaluations, conclusions and recommendations.

We have enjoyed working with you on this project. Please contact us if you have any questions about this report, or if we may be of further service.

Sincerely,
Cardno ATC/C.E.R.M


For
Kenneth Fluker, P.E.
Principal Engineer
C.E.R.M.


David J. McConnell, PE
Principal Engineer
Cardno ATC


E. Kelly Watson, PE
Senior Engineer
Cardno ATC



Copies submitted: Addressee (1 via email)

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EXECUTIVE SUMMARY

The following information is provided as a brief summary of our findings and geotechnical recommendations. These items are discussed in more detail in the body of the report. The report should be read in its entirety prior to implementation into design and construction of this project.

- An addition and structural modifications to the existing Auburn Avenue Research Library are proposed. The structural modifications for the addition will include (1) filling in the 3-story atrium with composite steel construction for new stacks, and (2) demolishing the existing southwest portion of the building and replacing it with a 2-story space for the relocated auditorium. We understand that the existing building is supported on augercast piles. The pile caps at the locations of the atrium fill-in will need to be strengthened. New foundations will be required at the new auditorium. Anticipated column loads are 100 kip LL and 250 kips DL for the new auditorium columns, and 150 kip LL and 100 kip DL for the atrium in-fill columns.
- Three (3) soil test borings (designated B-1 through B-3) were drilled to assess subsurface conditions at the building addition. Two offset borings (designated B-1A and B-2A) were drilled adjacent to the initial borings due to shallow auger refusal. The depths of the borings at the building addition ranged from approximately 3 to 53 feet. One boring (designated B-4) was drilled at the underground detention area. Boring B-4 was drilled to a depth of 10 feet and an infiltration test (field falling head permeability test) was performed. Boring B-4 was then extended to a depth of 15 feet to assess soils underlying the detention system. The approximate boring locations are shown on the Boring Location Plan in the Appendix. Test Boring Records which describe the materials and conditions encountered in the borings are presented in the Appendix. The soil test borings encountered existing pavement, fill material, residuum, possible partially weathered rock, and auger refusal materials.
- We considered undercutting and replacement of the existing fill materials and the use of spread footings as a foundation support option. We also considered the use of compacted aggregate piers (Geopiers or VibroPiers) as an option. However, it is our opinion that the use of either of these systems would result in intolerable differential settlements (more than about 1 inch) between the new construction and the existing adjacent building. Therefore, these systems are not recommended. We recommend the use of a deep foundation system consisting augercast piles for support of the new building addition. Enlarging the existing pile caps inside the building and adding micropiles is recommended for pile caps in the atrium area that will support additional loads.

- Augered cast-in-place piles are recommended for foundation support of the new auditorium building addition. Settlements of foundations using augercast piles are expected to be negligible. For 16-inch-diameter augercast piles, a 100-ton allowable capacity is recommended for piles drilled to auger refusal. Based on Boring B-2A conducted at the site, it appears that refusal depths (apparent rock) may generally be expected at about 53 feet (Elevation 947 feet).
- We recommend that micropiles be used to support new structural loads in the atrium area. A variety of relatively low-capacity micropile systems appear suitable for foundation support. Hydraulically advanced steel micropiles or grouted small diameter micropiles could be considered. Micropiles are designed and constructed by specialty contractors. They are typically extended to hard or dense residual soils, PWR, or rock. Depending on the type of micropile and the bearing material, allowable capacities can range from about 20 kips to 80 kips or more.
- Slab-on-grade floors may be considered if some differential settlement between the new floor slab and the pile-supported structure (say on the order of 1 inch or less) may be tolerated. If no differential settlement can be tolerated, then a pile-supported structural floor system will be necessary.
- We have reviewed the 2006 International Building Code (IBC 2006) criteria for establishing a Site Class Definition per Sections 1613.5.2 and 1613.5.5 and Table 1613.5.2 for the project site. Based on the test boring N-values, it is our opinion that the average subsurface conditions correspond to a Site Class “E” for the site. Shear wave velocity testing at the site might improve the Site Class.

REPORT OF
GEOTECHNICAL ENGINEERING SERVICES
AUBURN AVENUE RESEARCH LIBRARY ADDITION
101 AUBURN AVENUE
ATLANTA, GEORGIA
CARDNO ATC PROJECT NUMBER 066.26231.6024

1.0 INTRODUCTION

1.1 Project Information

Project information was provided in your email dated November 8, 2012. The referenced email included marked-up site plans indicating requested test locations, a previous report by S&ME, and boundary and topographic drawings.

An addition and structural modifications to the existing Auburn Avenue Research Library are proposed. The structural modifications for the addition will include (1) filling in the 3-story atrium with composite steel construction for new stacks, and (2) demolishing the existing southwest portion of the building and replacing it with a 2-story space for the relocated auditorium.

We understand that the existing building is supported on augercast piles. The pile caps at the locations of the atrium fill-in will need to be strengthened. New foundations will be required at the new auditorium. Anticipated column loads are 100 kip LL and 250 kips DL for the new auditorium columns, and 150 kip LL and 100 kip DL for the atrium in-fill columns.

A new approximate 15 feet by 30 feet utility yard for an emergency generator and fuel tanks will be constructed to the east of the addition. A new 10 feet by 10 feet transformer pad will be constructed to the east of the utility yard. Foundation loads for structures at the utility yard and transformer pad were not provided, but are expected to be relatively light.

An underground detention system will be constructed in the eastern part of the site. The underground detention system will be excavated to about 8 to 10 feet below existing grade. New underground utilities are planned. Site grading is expected to be minimal elsewhere.

1.2 Purpose and Scope of Services

The purpose of our study was to assess subsurface conditions at the site and to provide geotechnical recommendations for project design and construction. Our services were performed

in accordance with ATC Proposal Number 066.2012.0443 dated November 19, 2012. Specifically, our services were directed toward providing the pertinent information outlined in the project email dated November 8, 2012, and included the following:

- Soil nature and origin, including changes resulting from man's activities
- Depths, thicknesses, composition of soil strata that will be appreciably stressed by the intended construction
- Depths to encountered groundwater, dense soil strata, and rock that could affect the proposed construction
- Recommendations regarding foundation and floor support
- Recommendations for retaining/below grade walls
- Recommendations pertaining to site development including site preparation, earthwork construction, groundwater control, excavation slopes, and difficult excavation
- Recommendations regarding the existing pavement conditions
- Field infiltration test results for use in underground detention system design
- Seismic Site Class definition based on N-values

The scope of our services did not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site. Any statements in this report or on the Test Boring Records regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

2.0 EXPLORATION PROCEDURES

2.1 Site Reconnaissance

Prior to the field exploration, the site and surrounding areas were observed by an engineer from our office. These observations were used in planning the exploration and in determining areas of special interest.

2.2 Field Exploration

Three (3) soil test borings (designated B-1 through B-3) were drilled to assess subsurface conditions at the building addition. Two offset borings (designated B-1A and B-2A) were drilled adjacent to the initial borings due to shallow auger refusal. The depths of the borings at the building addition ranged from approximately 3 to 53 feet. One boring (designated B-4) was drilled at the underground detention area. Boring B-4 was drilled to a depth of 10 feet and an infiltration test (falling head permeability test) was performed. Boring B-4 was then extended to a depth of 15 feet to assess soils underlying the detention system. The approximate boring locations are shown on the Boring Location Plan in the Appendix. Test Boring Records which describe the materials and conditions encountered in the borings are presented in the Appendix.

Boring locations were established in the field by an ATC engineer by measuring distances and estimating right angles from existing site features shown on an available site plan. Boring elevations were estimated from the elevations indicated on the boring logs of nearby previous borings. The boring locations indicated on the Boring Location Plan and the elevations noted on the Test Boring Records should be considered approximate.

The existing pavement at the boring locations was cored using diamond studded drill bits prior to drilling. The pavement was cored to expose the underlying subgrade soils to our drilling equipment. The pavement was patched with asphaltic concrete cold patch after the borings were completed and backfilled. Photographs of the pavement cores are presented in the Appendix.

The borings were advanced by mechanically turning hollow-stem augers into the soil. At regular intervals, soil samples were obtained with a standard 1.4-inch I.D., 2.0-inch O.D., split-barrel sampler. The sampler was first seated 6 inches and then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler the final foot was recorded and is designated the Standard Penetration Test (SPT) resistance or N-value. The N-value is indicated for each sample on the boring logs. The N-values are expressed in blows per foot (bpf). Because the sampler may be damaged by driving it a foot into very dense soils or partially weathered rock, it is driven a few inches into such materials and the penetration resistance is expressed as the number of hammer blows versus the

depth of penetration, e.g. 100/3", 50/1", etc. Penetration resistance, when properly evaluated, is an index of the soil's strength, density, and foundation support capability. Measurements for groundwater levels were made during and at the completion of soil boring drilling activities.

An Automatic Hammer was used to drive the split-spoon sampler. The Automatic Hammer is more efficient than the traditional safety hammer and imparts more energy to the split-spoon sampler. Thus, the resistance values are slightly lower than the traditional rope-cathead equipment.

An infiltration test (field falling head permeability test) was performed at the proposed underground stormwater detention area (Boring B-4). The boring was advanced to a depth of about 10 feet. At this test depth, the augers were raised approximately two feet to expose an open bore hole for the infiltration rate testing. Infiltration rate testing was performed by adding approximately five feet of water to the bottom of the borehole, and timing the rate at which the water seeped into the exposed formation. From the observed test data, we estimated an infiltration rate. After completion of the test, the boring was extended an additional 5 feet to determine if rock or groundwater was present. The boring indicated that rock or groundwater did not occur within 5 feet of the test elevation bottom.

2.3 Historical Map Review

A topographic map prepared in 1928 was reviewed to assess past site development. The 1928 topographic map shows an approximate 14,000 square foot building at the project site in the area of the building addition and extending to the south. Present site grades are essentially unchanged from those shown in the 1928 topographic map.

3.0 SITE AND GENERAL SUBSURFACE CONDITIONS

3.1 Site Description

The area of the proposed building addition is currently an asphalt/concrete paved area with some landscaping. A brick veneer wall with a height of about 6 to 8 feet extends along the southern end of the building addition area. The building addition area is about 2 to 4 feet higher in elevation than the adjacent parking area.

The parking lot slopes down gently from west to east. Existing grade across the parking lot ranges from about Elevation 1002 feet to 994 feet.

3.2 Area and Site Geology

The site is located in the Piedmont Physiographic Province, an area underlain by ancient igneous and metamorphic rocks. The upland soils in this area are the residual product of in-place weathering of the parent rock. A typical residual soil profile consists of clayey soils near the surface, where soil weathering is more advanced, underlain by sandy silts and silty sands that generally become less weathered and denser with depth to the top of parent bedrock. The residual soil profile can be altered by site grading.

The boundary between soil and rock is usually not clearly defined. A transitional zone called “partially weathered rock” is normally found above the parent bedrock. Partially weathered rock is defined for engineering purposes as residual material with standard penetration resistances in excess of 100 blows per foot and which can be penetrated by soil drilling equipment. Weathering is facilitated by fractures, joints, and the presence of less resistant rock types. Consequently, partially weathered rock and the hard rock profiles are irregular, and zones of partially weathered rock or rock may occur within the soil mantle well above the general bedrock level.

Geologic mapping (*Geology of the Greater Atlanta Region*, McConnell and Abrams, 1984, revised 1993) indicates that rock of the late Precambrian to early Paleozoic aged Clarkston Formation underlies the project site. The Clarkston Formation consists of sillimanite-garnet-quartz-plagioclase-biotite-muscovite schist interlayered with hornblende-plagioclase-amphibolite.

3.3 Subsurface Conditions

Data from the soil test borings are shown on Test Boring Records in the Appendix. The subsurface conditions discussed in the following paragraphs and those shown on the Test

Boring Records are based on the soil test borings drilled at the site. They represent an estimate of the subsurface conditions based on interpretation of the boring data using normally accepted geotechnical engineering judgements.

Although individual test borings are representative of the subsurface conditions at the boring locations on the dates shown, they are not necessarily indicative of subsurface conditions at other locations or at other times.

The soil test borings encountered existing pavement, fill material, residuum, possible partially weathered rock, and auger refusal materials. Descriptions of the materials encountered in the current borings are provided in the following sections.

3.3.1 Existing Pavement

The existing pavement section encountered at the boring locations consisted of approximately 3 to 4¾ inches of asphaltic concrete pavement over 6 to 9½ inches of concrete. Concrete was not present at Boring B-1A. The concrete pavement encountered may be a slab-on-grade associated with a building that was formerly located at the project site (see Section 2.3). Asphaltic concrete pavement could have been placed over the concrete floor slab in the past. Photographs of the recovered pavement cores are included in the Appendix.

3.3.2 Fill Materials

Fill is any material that has been transported and deposited by man. Fill was encountered in all of the borings. Most of the borings could not be advanced completely through the fill due to shallow auger refusal on apparent buried obstructions. The fill could only be completely penetrated in Boring B-2A in the area of the building addition and in Boring B-4 at the underground detention area. Fill depths at Borings B-2A and B-4 were approximately 14 feet and 6 feet, respectively. The fill was typically micaceous sandy silt (ML) or clayey silt (ML-CL). The fill encountered typically contained wood, rock, and brick fragments and was wet in some areas. Standard penetration resistance values typically ranged from 2 to 9 blows per foot (bpf). Blow counts were amplified in some areas by buried rock or concrete fragments. The amplified blow counts are not considered representative of the actual relative density or consistency of the fill.

A geotechnical report prepared by S&ME dated February 10, 2012 was reviewed. Fill depths shown on the boring logs in the S&ME report ranged from approximately 6 to 17 feet, with fill depths increasing from west to east. The S&ME borings were located approximately 30 to 70 feet south and east of the building addition area.

3.3.3 Residuum

Residual soil, formed by in-place weathering of the parent rock, was encountered beneath the fill where it was completely penetrated (Borings B-2A and B-4). The residual soils, or residuum, encountered consisted of clayey sands (SC), sandy silts (ML), and micaceous sandy silts (ML). Standard penetration resistance values in the residuum ranged from 2 to 8 bpf.

3.3.4 Partially Weathered Rock

Partially weathered rock (PWR) is a transitional material between soil and rock, which retains the relic structure of the parent rock. PWR is defined for engineering purposes as any residual material that can be penetrated by the power auger and exhibits standard penetration resistances greater than 100 bpf.

Possible PWR was encountered in Boring B-2A at an approximate depth of 47 feet below the existing ground surface extending to auger refusal at approximately 53 feet. The presence of PWR is based on penetration resistance reported in the driller's notes. Penetration tests were not performed in the possible PWR due to groundwater impact (see Test Boring Record B-2A in the Appendix).

3.3.5 Auger Refusal

Auger refusal is a designation applied to any material that cannot be further penetrated by the power auger and is normally indicative of very hard to very dense material, such as boulders, lenses, or the upper surface of bedrock. Auger refusal on apparent bedrock occurred at a depth of approximately 53 feet in Boring B-2A.

As discussed in Section 3.3.2, shallow auger refusal occurred in fill at depths ranging from 3 to 11 feet. Shallow refusal was likely caused by rocks, bricks, concrete rubble, or other obstructions buried in the fill.

3.3.6 Groundwater

No groundwater was encountered in the borings at the time of drilling. Groundwater levels were shown in the boring data included in the geotechnical report prepared by S&ME dated February 10, 2012. Groundwater levels in the S&ME report ranged from 6 to 17 feet below the existing ground surface. Some of the measured groundwater levels in the S&ME report were thought to be trapped or perched and not indicative of the actual groundwater level. Groundwater levels are subject to climatic and other variations and may be different at other times or locations than those stated in this report.

4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1 General

The following conclusions and recommendations are based on our observations at the site, interpretation of the field data obtained, and our experience with similar conditions. Subsurface conditions in unexplored locations may vary from those encountered. When project plans become more finalized, we should be allowed to review our recommendations and make appropriate changes.

4.2 Site and Subgrade Preparation

Before proceeding with construction, all topsoil, any pavements, vegetation, refuse, existing foundations and slabs, demolition debris, and other deleterious non-soil materials should be stripped from proposed construction areas. Existing underground utilities are extensive. They should be removed from the ground and routed around planned new building construction. The excavated trenches should be backfilled with well-compacted structural fill.

After clearing and stripping, areas intended to support floor slabs, pavements, new fill, and foundations should be carefully evaluated by a geotechnical engineer. At that time, the engineer may require proofrolling of the subgrade with a 20- to 30-ton loaded tandem-axle dump truck or other pneumatic-tired vehicle of similar size and weight. The purpose of the proofrolling is to locate soft, weak, or excessively wet soils present at the time of construction. Any unsuitable materials observed during the evaluation and/or proofrolling operations should be undercut and replaced with compacted structural fill or stabilized in place. We recommend that an allowance for undercutting and replacement of unsuitable materials be provided for in the contract documents.

4.3 Groundwater Conditions

No groundwater was encountered in the borings at the time of drilling. Groundwater levels were shown in a geotechnical report prepared by S&ME dated February 10, 2012 at depths ranging from 6 to 17 feet. Some of the measured groundwater levels in the S&ME report were thought to be trapped or perched and not indicative of the actual groundwater level. Based on this information, perched water could be expected in excavations as shallow as about 6 feet in some areas. However, groundwater was not encountered within the upper 15 feet below existing grade at the underground detention area. Groundwater is not expected to impact excavation of the underground detention system.

4.4 Excavation Conditions

Auger refusal occurred at relatively shallow depths in existing fill material in most of the borings. Shallow auger refusal is thought to have been caused by obstructions (rocks, bricks, concrete rubble, or other material) buried in the fill. We anticipate that large tracked excavators (Caterpillar Model 320D or equivalent) or large front end loaders (Caterpillar 977 or equivalent) may be required to excavate the buried obstructions in the existing fill.

4.5 Temporary Slopes

No permanent slopes are expected for this project. Construction of the below grade stormwater detention structure will require a temporary excavation that is either sloped or braced for safety. If temporary slopes are used, they should be constructed no steeper than 1.5H:1V. Excavated soils should be stockpiled such that the toe of the stockpile is located no closer than 1.5 times the depth of the excavation from the nearest edge of the excavation. Stricter Occupational Safety Hazard Administration (OSHA) regulations may apply, and should be followed. However, if the regulations are lenient with regard to the recommendations stated previously, this office should be notified to evaluate the situation. Shoring or bracing may be necessary if sufficient space is not available to safely slope the sides of the excavations. The shoring or bracing system should be designed by a professional engineer registered in the State of Georgia experienced in excavation bracing and shoring design.

During construction, temporary slopes should be regularly evaluated for signs of movement or unsafe conditions. Surface runoff should be diverted away from temporary slopes.

4.6 Structural Fill

New fill material should not be excessively plastic (Plasticity Index less than 30) and generally free of deleterious materials and rock fragments larger than 3 inches in diameter. Proposed fill soils should be laboratory tested prior to construction to determine their compaction characteristics and suitability for use as structural fill. Fill soils should have as a minimum a Standard Proctor dry unit weight of at least 95 pcf.

Structural fill should be placed in lifts of 6 to 8 inches or less loose measure. We recommend that structural fill be compacted to at least 95 percent of the Standard Proctor maximum dry density (ASTM D 698). The upper 12 inches beneath slabs and pavements should be compacted to at least 98 percent of the same criteria.

The moisture content of the fill should be maintained within a range of +/- 3% of the optimum moisture. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

In excavated areas, the upper 12 inches of competent soils intended to support floor slabs and pavements should be scarified and recompacted to at least 98 percent maximum dry density. In confined areas such as utility trenches, portable compaction equipment and thin lifts of 3 to 4 inches may be necessary to achieve specified degrees of compaction.

During fill placement, density tests should be performed by an ATC soils technician to determine the degree of compaction and compliance with the project specifications. For underfloor areas, at least one field density test should be made per 5,000 square feet of fill area for each 1-foot thickness of compacted soil. Testing frequency should be increased in confined areas. Any areas that do not meet the compaction specifications should be reworked to achieve compliance.

4.7 Foundation Support

General

We considered undercutting and replacement of the existing fill materials and the use of spread footings as a foundation support option. We also considered the use of compacted aggregate piers (Geopiers or VibroPiers) as an option. However, it is our opinion that the use of either of these systems would result in intolerable differential settlements (more than about 1 inch) between the new construction and the pile-supported existing building. Therefore, these systems are not recommended.

We recommend the use of deep foundations consisting of augercast piles for support of the new auditorium building addition. Enlarging the existing pile caps inside the building and the addition of micropiles is recommended for pile caps in the atrium area that will support additional loads.

Detailed foundation support recommendations are presented in the following sections.

Augercast Piles

Augered cast-in-place piles are recommended for foundation support of the new auditorium building addition. Settlements of foundations using augercast piles are expected to be negligible.

For 16-inch-diameter augercast piles, a 100-ton allowable compression capacity is recommended

for piles drilled to auger refusal. Based on Boring B-2A, it appears that refusal depths (apparent rock) may generally be expected at about 53 feet (Elevation 947 feet).

Uplift resistance will rely on side friction developed between the various soils in contact with the piles, with no contribution by the end bearing component of the vertical pile capacity. An allowable uplift capacity of 40 kips should be available for piles with a minimum finished length of 40 feet. If considered critical, the uplift capacity could be confirmed by performing an uplift load test.

For fixed head piles subjected to a lateral force of 10 kips, it is anticipated that the deflection would be less than ¼ inch. If this deflection is considered tolerable, we recommend using 10 kips as the design lateral capacity of the piles.

We recommend a minimum spacing between auger cast-in-place piles of 3 pile diameters, center to center. Augercast piles will require special attention during construction to assure that recently placed pile grout is not damaged by adjacent pile installation. A minimum edge-to-edge spacing of at least 6 pile diameters should be maintained between piles installed on the same day. Consequently, pre-staking of piles at several column locations is necessary for continuous pile installation operations.

We recommend that at least one pile load test be performed. The load test location should be selected by the geotechnical engineer after a series of (non-grouted) probe holes are drilled by the foundation contractor at the site using the same equipment to be used in the test pile and production piles.

ATC personnel should be retained to select the load test location, observe and document installation of the test pile, analyze and report the results of the load testing, and develop recommendations for production pile installation procedures. Any significant differences from accepted procedures or expected results should be brought to the attention of the foundation design team.

For augercast pile installation, refusal should be defined as a penetration rate of 1 foot (or less) per minute, using a drive box having a minimum dead weight of 5,000 pounds and a torque of at least 25,000 foot-pounds. At the time of construction, the contractor should make documentation available to the geotechnical engineer to confirm the required minimum equipment specifications. All equipment should be in good working order.

During installation, the 16-inch diameter auger should be advanced into the ground at a continuous rate. The auger should be stopped after meeting the required depth or refusal criteria. At the start of pumping grout, the contractor should raise the auger from 6 to 12 inches off the

bottom of the hole and, after a grout head of at least 10 feet is built up on the augers, redrill the auger back to the bottom of the hole and fill the pile hole with grout as the auger is removed, without interruption.

Auger refusal occurred in the borings on apparent obstructions (possible bricks, rocks, or concrete) buried in the existing fill. If pile refusal occurs in the existing fill, test pits should be excavated to investigate the refusal material and the shallow refusal material should be removed. If shallow refusal occurs near the existing building, shoring or underpinning of the existing building may be necessary to excavate the buried obstructions. For that case, it may be more practical to core through shallow buried obstructions in the fill.

During the forming of the pile, the minimum required pump strokes per linear foot of pile, as determined by pump calibration and load test, should be achieved. Should less than the required pump strokes per foot occur in any 1 foot increment, the auger shall immediately be advanced 3 feet below the point in question and forming of the pile resumed. Pressure of the grout during pumping should be maintained between 75 and 300 pounds per square inch (psi). If the pressure falls below 75 psi, the auger should be advanced to a point 3 feet lower than the elevation at which the pressure loss occurred and forming of the pile resumed.

The auger hoisting equipment shall be capable of withdrawing the auger smoothly and at a constant rate. If the auger jumps upward during withdrawal, if the process is interrupted, or if there is decreased grouting pressure, the auger should be reinserted at least 3 feet below the point in question and the pumping process continued.

All production piles should be installed with a grout ratio equal to or greater than the ratio used for the test pile. A grout ratio of 125% is recommended. The grout ratio is the actual volume of pumped grout divided by the theoretical volume of the pile. It is recommended that the grout pumping system be physically calibrated prior to the installation of the test piles and checked periodically during production pile installation.

The leads shall be marked for the purpose of measurement of auger penetration, at a minimum of 1 foot intervals, in such a manner that the elevation of the auger tip can easily be determined from observations made at the ground level. Auger flights shall have a nominal outside diameter of 16 inches and should be continuous. A cork or positive air flow should be provided at the point of discharge for protection of the hollow shaft during augering. Excessively worn augers should be replaced. The bit should be a bottom discharge bit or should discharge at a point below the auger cutting teeth. Cutting teeth should periodically be replaced as they wear.

We recommend that detailed records be maintained by the Cardno ATC Geotechnical Engineer to verify pile type, location, length, diameter, tip and cut-off elevations, the quantity of grout

actually pumped into each pile hole, and any pertinent remarks. Grout volumes should be monitored both by recording actual pump displacement and by observing the time rate of auger withdrawal. Compressive strength of the grout should be confirmed by casting and breaking grout cubes on a regular basis. We request that we be allowed to review the contractor's proposed equipment and installation procedure prior to mobilization and construction.

Due to possible anomalies in the subsurface conditions at the site, we recommend that allowances for excess amounts of grout be considered by the pile installation contractors.

Micropiles

We recommend that micropiles be used to support new structural loads in the atrium area. A variety of relatively low-capacity micropile systems appear suitable for foundation support. Hydraulically advanced steel micropiles or grouted small diameter micropiles could be considered.

Micropiles are designed and constructed by specialty contractors. They are typically extended to hard or dense residual soils, PWR, or rock. Depending on the type of micropile and the bearing material, allowable capacities can range from about 20 kips to 80 kips or more. We are providing estimated micropile design parameters in the following Table I. The side shear values include a factor of safety of about 2. The bearing capacity estimates include a factor of safety of about 3.

**TABLE I
MICROPILE DESIGN PARAMETERS**

Earth Material	Allowable Side Shear (ksf)	Allowable Bearing Capacity (ksf)
Fill	Ignore	Ignore
Residual Soil	0.25	Ignore
PWR	2.5	20
Rock	10	100

We recommend that at least one load test be conducted. Based on the load test, it should be confirmed by the specialty contractor engineer that measured deflections and capacity is within the tolerable limits established by the structural engineer for the project.

Cardno ATC would provide monitoring during construction to document that the micropiles are installed per the specialty contractor plans and specifications. We should also monitor and report the load test activities.

4.8 Slabs-On-Grade

Slab-on-grade floors may be considered if some differential settlement between the new floor slab and the pile-supported structure (say on the order of 1 inch or less) may be tolerated.

If no differential settlement can be tolerated, then a pile-supported structural floor system will be necessary.

Floor slabs and slabs-on-grade for transformers, small tanks, or other relatively lightly-loaded facilities may be supported on competent existing fills, residual soils, or well-compacted structural fill materials, subject to the site and subgrade preparation recommendations provided in this report.

Due to the presence of relatively poor quality and variable existing fill materials underlying the site, some undercutting and replacement should be anticipated during construction. The extent of any necessary undercutting can best be established during construction during site preparation activities. We recommend that an allowance for undercutting and replacement of unsuitable subgrade soils be provided for in the contract documents.

We recommend that soil-supported slabs be jointed around columns and along footing supported walls to reduce cracking as a result of differential movement. A subgrade modulus (k) of 100 pounds per square inch per inch (psi/inch) may be assigned slab-on-grade subgrade soils.

Subdrainage systems do not appear necessary but we recommend use of an impermeable membrane to reduce dampness from moisture. A 4-inch thick layer of GAB installed below the floor slab would provide additional support and would serve as a good construction working surface.

4.9 Retaining/Below Grade Walls

Earth pressures on walls below grade are influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained influence earth pressures on walls below grade. The most common conditions assumed for earth retaining wall design are the active and at-rest conditions.

Active conditions apply to relatively flexible earth retention structures, such as free-standing walls, where some movement and rotation may occur to mobilize soil shear strength. Walls that are rigidly restrained, such as basement, pit and tunnel walls, should be designed for the at-rest condition. A third condition, the passive state, represents the maximum possible pressure when a structure is pushed against the soil, and is used in wall foundation design to help resist active or at-rest pressures. Because significant wall movements are required to develop the passive

pressure, the total calculated passive pressure should be reduced to one-half for design purposes (as shown in Table II below).

Based on previous experience with similar soils and construction, we recommend the earth pressure coefficients and equivalent fluid pressures presented in the table below for use in the design of reinforced concrete retaining or below grade walls. These criteria assume that silty sand or sandy silt onsite soils will be used as backfill. Clay or silt soils should not be used.

A moist soil unit weight of 120 pounds per cubic foot may be used for design calculations. For retaining/below grade walls established in competent existing fills, residual soils, or well-compacted structural fill installed above residual soils, an allowable bearing pressure of 2,000 psf and a coefficient of friction value of 0.35 between the concrete footing and soils are recommended.

Lateral earth pressures calculated using these parameters assume that constantly functioning drainage systems are installed between walls and soil backfill to prevent the accidental buildup of hydrostatic pressures and lateral stresses in excess of those stated. If a functioning drainage system is not installed, then lateral earth pressures should be determined using the buoyant weight of the soil (approximately 58 pcf). Hydrostatic pressures calculated with the unit weight of water (62.4 pcf) should be added to these earth pressures to obtain the total stresses for design as shown in the right column in Table II below

**TABLE II
RETAINING/BELOW GRADE WALL DESIGN PARAMETERS**

Earth Pressure Condition	Coefficient	Recommended Drained Equivalent Fluid Pressure (pcf)	Recommended Undrained Equivalent Fluid Pressure (pcf)
Active (K_a)	0.36	43	83
At-Rest (K_o)	0.53	64	93
Passive (K_p)	2.77	166	112

Tractors and other heavy equipment should not operate within 10 feet of below grade walls to prevent lateral pressures in excess of those cited. Our recommendations also assume that the ground surface above the wall is level. If footings or other surcharge loads are located a short distance outside below grade walls, they may also exert appreciable additional lateral pressures that must be considered in the design of the wall.

These retaining wall/below grade wall recommendations should not be correlated with soil parameters for use in mechanically stabilized earth (MSE) wall design. We recommend that soil

parameters for any MSE retaining wall design be established through appropriate laboratory testing by the wall designer.

4.10 Seismic Design Recommendations

We have reviewed the 2006 International Building Code (IBC 2006) criteria for establishing a Site Class Definition per Sections 1613.5.2 and 1613.5.5 and Table 1613.5.2 for the project site. Based on the test boring N-values, it is our opinion that the average subsurface conditions correspond to a Site Class “E” for the site. Shear wave velocity testing at the site might improve the Site Class.

4.11 Infiltration Test

The soil test boring at the underground detention area was advanced to a depth of 10 feet. The augers were raised approximately two feet to expose an open bore hole for the infiltration rate testing. The test depth was 8 to 10 feet. Infiltration rate testing was performed by adding approximately five feet of water to the borehole, and timing the rate at which the water seeped into the exposed formation.

From the observed test data, we estimated an infiltration rate. The estimated infiltration rate is 1.4 inches/hour. An infiltration rate test curve is included in the Appendix.

After completion of the infiltration rate test, the boring was extended an additional 5 feet to determine if rock or groundwater was present. The boring indicates that rock and groundwater do not occur within 5 feet of the test elevation bottom.

4.12 Existing Pavement

The existing pavement section encountered at the boring locations consisted of approximately 3 to 4¾ inches of asphaltic concrete pavement over 6 to 9½ inches of concrete. Concrete pavement was not present at Boring B-1A. We understand that the existing building was built in the early 1990s. Based on the age of the building, we estimate that the pavement is about 20 years old.

The majority of the pavement appeared to be in fair condition. Block cracking was observed in some areas, and cracking was observed along the apparent pavement joints. An apparent patch was observed over the middle part of the parking lot.

Fatigue cracking (“alligatoring”) was observed over the majority of an approximate 295 feet long, 10 to 25 feet wide pavement section extending out (to the north) from the north face of

the GSU Bookstore and the other GSU building to the east of the bookstore. Several patches were observed in that strip of pavement. Some of patches were also damaged. A portion of this strip of “alligatored” pavement may extend off the project site.

No cores were obtained from the strip of pavement where fatigue cracking was observed. However, it appears from our review of the 1928 topographic map that the approximate 14,000 square foot building that formerly occupied the project site did not extend to the referenced strip of pavement. The asphaltic concrete in that area is probably not underlain by concrete associated with the slab-on-grade of the old building. That could be why the pavement in the referenced strip is in such poorer condition than the pavement observed elsewhere.

Based on our visual observations of the existing pavement and our soil test boring information, it is our opinion that the remaining useful life of the majority of the pavement is approximately 5 to 7 years. However, to reach or increase the estimated remaining pavement life, we recommend that the cracks be sealed to prevent water infiltration. After sealing the cracks, the existing pavement should be sealed with a thin (1/2-inch) layer of asphaltic concrete pavement or an asphalt slurry seal.

The 10 to 25 feet wide, approximately 295 feet long strip of fatigue-cracked pavement near the GSU Bookstore is likely at the end of its useful life. The approximate location of this strip of pavement is shown on the Boring Location Plan in the Appendix.

5.0 QUALIFICATIONS OF RECOMMENDATIONS

Our geotechnical evaluation has been based on our understanding of the site, the available project information, and the data obtained during our field exploration. The design recommendations in this report have been developed on the basis of the previously described project characteristics and subsurface conditions.

The general subsurface conditions used were based on interpolation of the subsurface data between the borings. Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions between borings will differ from those at the boring locations, that conditions are not as anticipated by the designers, or that the construction process has altered the soil conditions. Therefore, geotechnical engineers should evaluate earthwork and foundation construction to verify that the conditions anticipated in design actually exist. Otherwise, we assume no responsibility for construction compliance with the design concepts, specifications or recommendations.

The nature and extent of variations between the borings may not become evident until the course of construction. If such variations then appear evident, it will be necessary to re-evaluate the recommendations of this report after on-site observations of the conditions.

Our professional services have been performed, our findings derived, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

APPENDIX

AUBURN AVENUE

COURTLAND STREET

- LIBRARY BUILDING -
PARCEL 1
0.489 AC.

PARCEL 2A
0.519 AC.

PARCEL 2B
0.076 AC.

B-4

B-1 B-1A B-2 B-2A B-3

LEGEND

B-1

APPROXIMATE BORING LOCATION



 - PAVEMENT AREA WHERE FATIGUE CRACKING WAS OBSERVED

SCALE: 1" = 40'



BORING LOCATION PLAN
AUBURN AVENUE RESEARCH LIBRARY ADDITION
101 AUBURN AVENUE, ATLANTA, GEORGIA
CARDNO ATC PROJECT NO. 066.26231.6024

PROJECT NAME **AUBURN AVENUE RESEARCH LIBRARY ADDITION** BORING # **B-1**
 PROJECT NUMBER **066.26231.6024** DRILL FOREMAN **CLIFF-GABLE**
 DATE STARTED **12/19/12** DATE COMPLETED **12/19/12** BORING METHOD **HSA**

Elevation Scale	Depth Scale	SOIL CLASSIFICATION		Sample No.	Sample Type (Laboratory Testing)	Sampler Graphics	Groundwater	Standard Penetration Test, N blows/foot	STANDARD PENETRATION RESISTANCE (BLOWS PER FOOT)									
		SURFACE ELEVATION 1002.0							5	10	20	40	60	100				
1001.0		4" ASPHALT / 8-1/2" CONCRETE																
		FILL: Firm light brown yellow sandy SILT (ML), trace mica		1	SS			6										
999.0		Firm to stiff red brown yellow sandy SILT (ML), with wood, rock and brick fragments, trace mica		2	SS			9										
	5			3	SS			50/4**										50/4**
				4	SS			5										
991.0	10																	
		AUGER REFUSAL																
		Boring offset 10' east and re-drilled as Boring B-1A.																
		*Blow counts amplified by rock fragments																

Sample Type
 SS - Driven Split Spoon
 UD - Shelby Tube
 RC - Rock Core
 CU - Cuttings

Laboratory Testing
 MC - Moisture Content
 GS - Grain Size
 C - Consolidation
 A - Atterberg Limits
 T - Triaxial

Depth to Groundwater
 ● Noted on Drilling Rods -- ft.
 ∇ At Completion -- ft.
 ▼ After -- hours -- ft.
 ☒ Cave Depth -- ft.

Boring Method
 HSA - Hollow Stem Augers
 MD - Mud Drilling

PROJECT NAME AUBURN AVENUE RESEARCH LIBRARY ADDITION BORING # B-1A
 PROJECT NUMBER 066.26231.6024 DRILL FOREMAN CLIFF-GABLE
 DATE STARTED 12/19/12 DATE COMPLETED 12/19/12 BORING METHOD HSA

Elevation Scale	Depth Scale	SOIL CLASSIFICATION	Sample No.	Sample Type (Laboratory Testing)	Sampler Graphics	Groundwater	Standard Penetration Test, N blows/foot	STANDARD PENETRATION RESISTANCE (BLOWS PER FOOT)												
								5	10	20	40	60	100							
1000.6		4-3/4" ASPHALT																		
		SURFACE ELEVATION 1001.0																		
		Straight augered to 8'																		
993.0	5	AUGER REFUSAL																		

Sample Type
 SS - Driven Split Spoon
 UD - Shelby Tube
 RC - Rock Core
 CU - Cuttings

Laboratory Testing
 MC - Moisture Content
 GS - Grain Size
 C - Consolidation
 A - Atterberg Limits
 T - Triaxial

Depth to Groundwater
 ● Noted on Drilling Rods -- ft.
 ∇ At Completion -- ft.
 ▼ After -- hours -- ft.
 ☒ Cave Depth -- ft.

Boring Method
 HSA - Hollow Stem Augers
 MD - Mud Drilling

PROJECT NAME **AUBURN AVENUE RESEARCH LIBRARY ADDITION** BORING # **B-2**
 PROJECT NUMBER **066.26231.6024** DRILL FOREMAN **CLIFF-GABLE**
 DATE STARTED **12/19/12** DATE COMPLETED **12/19/12** BORING METHOD **HSA**

Elevation Scale	Depth Scale	SOIL CLASSIFICATION		Sample No.	Sample Type (Laboratory Testing)	Sampler Graphics	Groundwater	Standard Penetration Test, N blows/foot	STANDARD PENETRATION RESISTANCE (BLOWS PER FOOT)										
		SURFACE ELEVATION 1000.0							5	10	20	40	60	100					
999.3		3" ASPHALT / 6" CONCRETE																	
		FILL: Firm gray yellow micaceous sandy SILT (ML)		1	SS	X		8	●										
997.0		AUGER REFUSAL																	
		Boring offset 7' east and re-drilled as Boring B-2A.																	

Sample Type
 SS - Driven Split Spoon
 UD - Shelby Tube
 RC - Rock Core
 CU - Cuttings

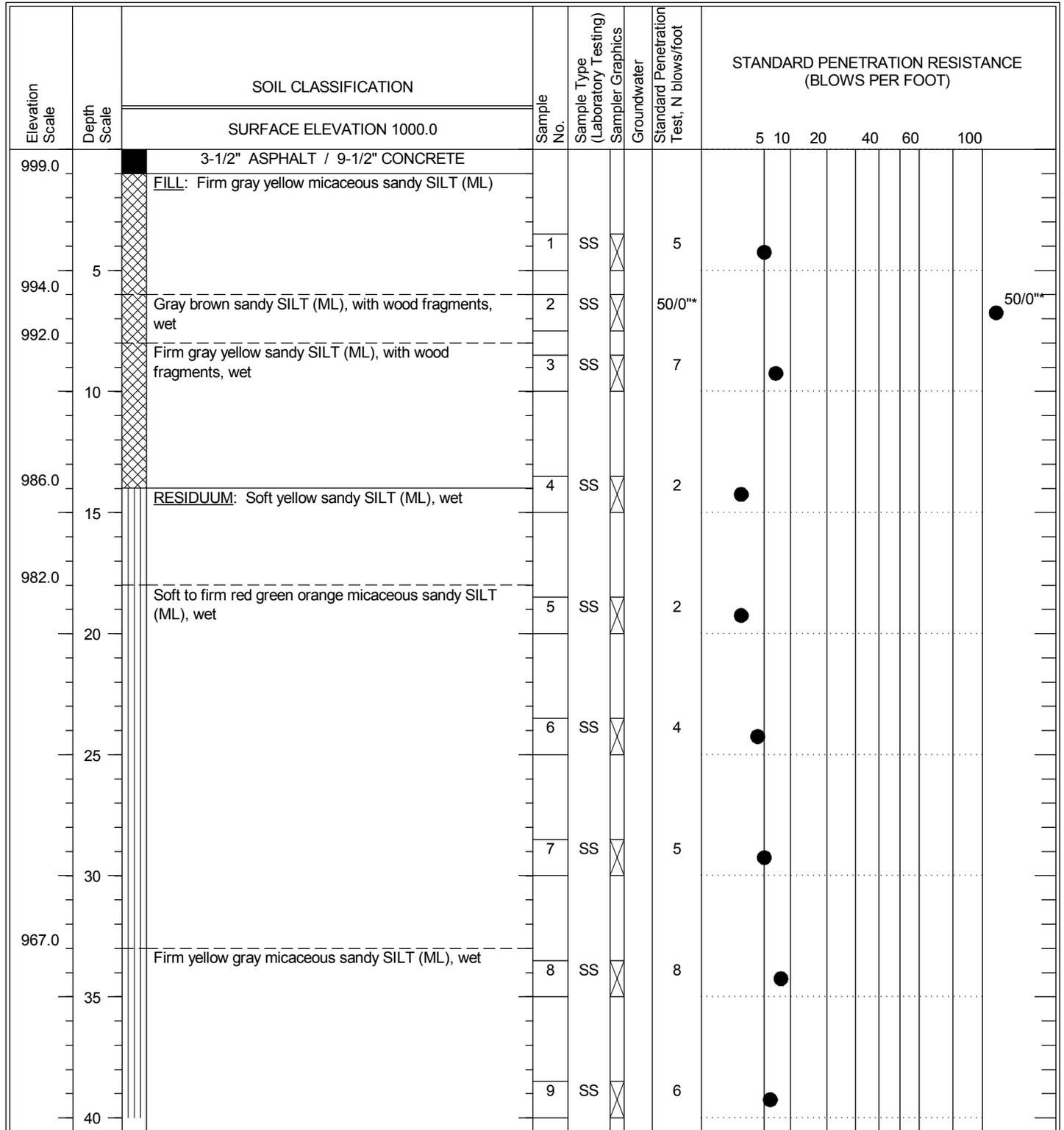
Laboratory Testing
 MC - Moisture Content
 GS - Grain Size
 C - Consolidation
 A - Atterberg Limits
 T - Triaxial

Depth to Groundwater
 ● Noted on Drilling Rods -- ft.
 ∇ At Completion -- ft.
 ▼ After -- hours -- ft.
 ☒ Cave Depth -- ft.

Boring Method
 HSA - Hollow Stem Augers
 MD - Mud Drilling

PROJECT NAME **AUBURN AVENUE RESEARCH LIBRARY ADDITION**
PROJECT NUMBER **066.26231.6024**
DATE STARTED **12/19/12** DATE COMPLETED **12/19/12**

BORING # **B-2A**
DRILL FOREMAN **CLIFF-GABLE**
BORING METHOD **HSA**



Sample Type
SS - Driven Split Spoon
UD - Shelby Tube
RC - Rock Core
CU - Cuttings

Laboratory Testing
MC - Moisture Content
GS - Grain Size
C - Consolidation
A - Atterberg Limits
T - Triaxial

Depth to Groundwater
● Noted on Drilling Rods -- ft.
▽ At Completion -- ft.
▼ After -- hours -- ft.
⊠ Cave Depth -- ft.

Boring Method
HSA - Hollow Stem Augers
MD - Mud Drilling

PROJECT NAME **AUBURN AVENUE RESEARCH LIBRARY ADDITION** BORING # **B-2A**
 PROJECT NUMBER **066.26231.6024** DRILL FOREMAN **CLIFF-GABLE**
 DATE STARTED **12/19/12** DATE COMPLETED **12/19/12** BORING METHOD **HSA**

Elevation Scale	Depth Scale	SOIL CLASSIFICATION (continued)	Sample No.	Sample Type (Laboratory Testing)	Sampler Graphics	Groundwater	Standard Penetration Test, N blows/foot	STANDARD PENETRATION RESISTANCE (BLOWS PER FOOT)											
								5	10	20	40	60	100						
953.0	45	POSSIBLE PARTIALLY WEATHERED ROCK: No sample recovered AUGER REFUSAL *Blow counts amplified by rock fragments NOTE: Groundwater prevented sample recovery and impacted penetration testing below 40 feet.																	
947.0	50																		

Sample Type
 SS - Driven Split Spoon
 UD - Shelby Tube
 RC - Rock Core
 CU - Cuttings

Laboratory Testing
 MC - Moisture Content
 GS - Grain Size
 C - Consolidation
 A - Atterberg Limits
 T - Triaxial

Depth to Groundwater
 ● Noted on Drilling Rods -- ft.
 ∇ At Completion -- ft.
 ▼ After -- hours -- ft.
 ☒ Cave Depth -- ft.

Boring Method
 HSA - Hollow Stem Augers
 MD - Mud Drilling

PROJECT NAME **AUBURN AVENUE RESEARCH LIBRARY ADDITION** BORING # **B-3**
 PROJECT NUMBER **066.26231.6024** DRILL FOREMAN **CLIFF-GABLE**
 DATE STARTED **12/19/12** DATE COMPLETED **12/19/12** BORING METHOD **HSA**

Elevation Scale	Depth Scale	SOIL CLASSIFICATION		Sample No.	Sample Type (Laboratory Testing)	Sampler Graphics	Groundwater	Standard Penetration Test, N blows/foot	STANDARD PENETRATION RESISTANCE (BLOWS PER FOOT)										
		SURFACE ELEVATION 999.0							5	10	20	40	60	100					
998.1		3-1/4" ASPHALT / 8" CONCRETE																	
		FILL: Firm brown black sandy SILT (ML), with wood and rock fragments, trace mica, wet		1	SS	X		8											
	5			2	SS	X		16*											
				3	SS	X		50/0**											50/0**
991.0		AUGER REFUSAL																	
		*Blow counts amplified by rock fragments																	

Sample Type
 SS - Driven Split Spoon
 UD - Shelby Tube
 RC - Rock Core
 CU - Cuttings

Laboratory Testing
 MC - Moisture Content
 GS - Grain Size
 C - Consolidation
 A - Atterberg Limits
 T - Triaxial

Depth to Groundwater
 ● Noted on Drilling Rods -- ft.
 ∇ At Completion -- ft.
 ▼ After -- hours -- ft.
 ☒ Cave Depth -- ft.

Boring Method
 HSA - Hollow Stem Augers
 MD - Mud Drilling

PROJECT NAME **AUBURN AVENUE RESEARCH LIBRARY ADDITION** BORING # **B-4**
 PROJECT NUMBER **066.26231.6024** DRILL FOREMAN **CLIFF-GABLE**
 DATE STARTED **12/19/12** DATE COMPLETED **12/19/12** BORING METHOD **HSA**

Elevation Scale	Depth Scale	SOIL CLASSIFICATION	Sample No.	Sample Type (Laboratory Testing)	Sampler Graphics	Groundwater	Standard Penetration Test, N blows/foot	STANDARD PENETRATION RESISTANCE (BLOWS PER FOOT)											
								5	10	20	40	60	100						
		SURFACE ELEVATION 994.0																	
992.9		4" ASPHALT / 9-1/2" CONCRETE																	
		FILL: Soft to firm yellow clayey SILT (ML-CL)	1	SS	⊗		6												
	5		2	SS	⊗		2												
988.0		RESIDUUM: Very loose to loose yellow orange light gray clayey fine to medium SAND (SC), trace silt	3	SS	⊗		5												
	10		4	SS	⊗		2												
982.0		Soft yellow light brown micaceous sandy SILT (ML)																	
	15		5	SS	⊗		3												
979.0		BORING TERMINATED																	
		NOTE: Infiltration test performed from 8'-10'.																	

Sample Type
 SS - Driven Split Spoon
 UD - Shelby Tube
 RC - Rock Core
 CU - Cuttings

Laboratory Testing
 MC - Moisture Content
 GS - Grain Size
 C - Consolidation
 A - Atterberg Limits
 T - Triaxial

Depth to Groundwater
 ● Noted on Drilling Rods -- ft.
 ∇ At Completion -- ft.
 ▼ After -- hours -- ft.
 ⊗ Cave Depth -- ft.

Boring Method
 HSA - Hollow Stem Augers
 MD - Mud Drilling

PAVEMENT CORE PHOTOGRAPHS

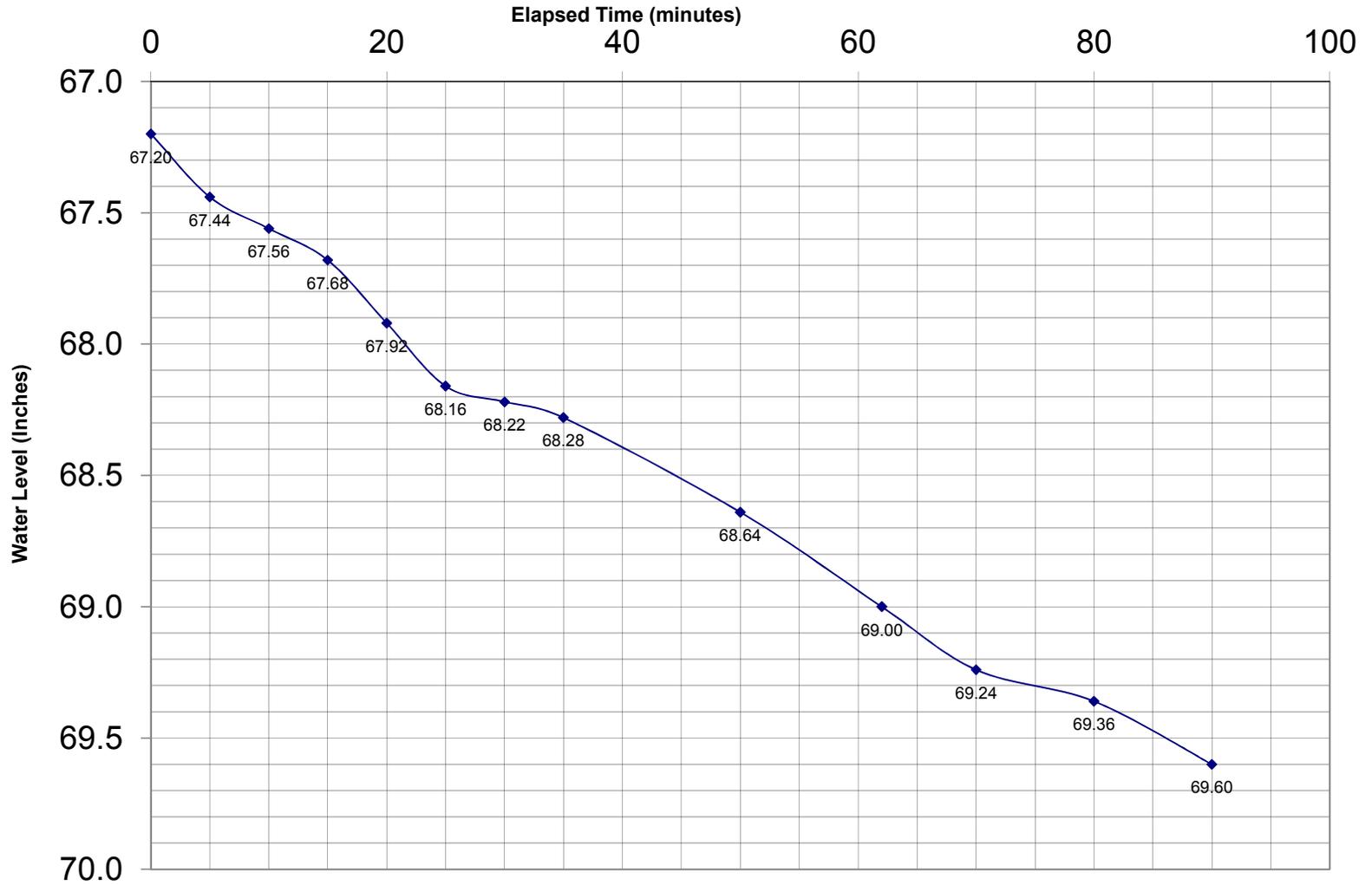


PAVEMENT CORE PHOTOGRAPHS



Infiltration Test Curve

Auburn Avenue Research Library Addition
Boring B-4, 8 to 10 feet



KEY TO SYMBOLS AND CLASSIFICATIONS

i	UNDISTURBED SAMPLE (UD) RECOVERED
•	STANDARD PENETRATION RESISTANCE
100/2"	NUMBER OF BLOWS (100) TO DRIVE THE SPOON SAMPLER
A	A NUMBER OF INCHES (2)
AX, BX, NX	ROCK CORE BARREL SIZES
REC	PERCENTAGE OF ROCK CORE RECOVERED
RQD	ROCK QUALITY DESIGNATION-% OF CORE SIGMENTS 4 OR MORE INCHES LONG
ε	CAVED LEVEL
▼	WATER TABLE AT LEAST 24 HOURS AFTER DRILLING
U	UNIT WEIGHT TEST PERFORMED
A	ATTERBERG LIMITS TEST PERFORMED
C	CONSOLIDATION TEST PERFORMED
GS	GRAIN SIZE TEST PERFORMED
T	TRIAxIAL SHEAR TEST PERFORMED
P	PERMEABILITY TEST PERFORMED
V	FIELD VANE SHEAR TEST PERFORMED

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY

<i>NUMBER OF BLOWS, N</i>		<i>APPROXIMATE RELATIVE DENSITY</i>
SANDS	0 - 4	VERY LOOSE
	5 - 10	LOOSE
	11 - 30	MEDIUM DENSE
	31 - 50	DENSE
	OVER 50	VERY DENSE
		<i>APPROXIMATE CONSISTENCY</i>
SILTS AND CLAYS	0 - 1	VERY SOFT
	2 - 4	SOFT
	5 - 8	FIRM
	9 - 15	STIFF
	16 - 20	VERY STIFF
	OVER 30	HARD

DRILLING PROCEDURES

SOIL SAMPLING AND STANDARD PENETRATION TESTING PERFORMED IN ACCORDANCE WITH ASTM D-1586. THE STANDARD PENETRATION RESISTANCE IS THE NUMBER OF BLOWS OF A 140 POUND HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. 1.4 INCH I.D. SPLIT BARREL SAMPLER ONE FOOT. CORE DRILLING CONDUCTED IN ACCORDANCE WITH ASTM DESIGNATION D 2113. THE UNDISTURBED SAMPLING PROCEDURE IS DESCRIBED BY ASTM SPECIFICATION D 1587. SOIL AND ROCK SAMPLES WILL BE DISCARDED 30 DAYS AFTER THE DATE OF THE FINAL REPORT UNLESS OTHERWISE DIRECTED.

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
	FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
			OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
			CH	INORGANIC CLAYS OF HIGH PLASTICITY	
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

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Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one—not even you*—should apply the report for any purpose or project except the one originally contemplated.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions *only* at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an *opinion* about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject To Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the

report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations", many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE PROFESSIONAL
FIRMS PRACTICING
IN THE GEOSCIENCES

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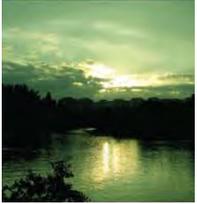
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IIGER06983.5M

EXHIBIT No. 3

Technology Schematic Narrative

- *For purposes of this ITB, all references to “CM” or “CM at Risk” or “Construction Manager” or “General Contractor” in the Exhibits shall be replaced with “Contractor”.*

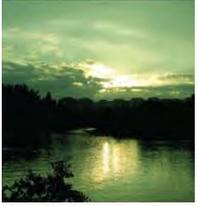


DATA VOICE

MDF / IDF requirements

- Dedicated HVAC system for the communications room(s)
 - The Architect's Mechanical Engineer will design this system and include in in their drawing package as part of the total design.
 - TLC will provide to the Mechanical Engineer the cooling loads for the space.
 - The room will be conditioned to the following requirements:
 - The HVAC system must maintain a continuous and dedicated environmental control (e.g., 24 hours per day, 365 days per year). If emergency power is available the HVAC system should be connected to it.
 - Maintain a positive pressure with a minimum of one air change per hour in the telecommunications spaces.
 - Maintain a temperature of between 64 deg. and 75 deg. and a relative humidity of between 30% and 55%
- UPS for network
 - The UPS for the network electronics will be mounted in the equipment rack and will be provided and installed by DoIT.
- Electrical for the MDF
 - Telecommunications spaces must be equipped to provide adequate electrical power as follows:
 - Two (2) dedicated, non -switched 208 20A L6 -20R receptacles for equipment power, each on a individual branch circuits.
 - Separate duplex convenience receptacles located at 18" AFF and spaced at 6' intervals around perimeter walls.
 - Coordinating light switch location for easy access upon entry.
 - Additional receptacles for power strips depending on amount and type of equipment in the space as shown on the construction drawings.
 - Provide emergency power (if available) with automatic transfer switch to the telecommunications space.
 - Electrical requirements shall be shown on the electrical engineers construction drawings.





- Plywood wall covering
- Backboards: Plywood, 3/4 by 48 by 96 inches AC grade painted on all six sides with 2 coats of fire retardant paint. Comply with requirements in Division 06 Section "Rough Carpentry" for plywood backing panels. Fire-retardant treated plywood shall not be used. This wall covering will be provided and installed by the General Contractor as part of the base bid for the building.

- Equipment racks
- The equipment racks for the Cat 6 patch panels, UPS, Fiber patch panels and network devices will be provided and installed by the county's current structured cabling contractor and are included in the Technology scope of work.
- Cable ladder
 - Cable ladder inside the communications rooms will be provided and installed by the County's current structured cabling contractor.

- **Fire Protection for Telecommunication Room**

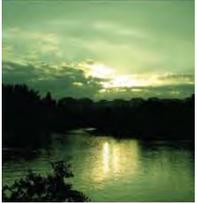
The following comments shall added to the fire protection construction drawings.

- 1. No fire protection pipe mains are allowed to run through the telecommunication room.***
- 2. Because the ceiling temperature has the ability to go over 100°F without a fire present (loss of HVAC while equipment is still operational), the use of Intermediate temperature (175°F-225°F) sprinkler heads are required.***
- 3. Side wall sprinkler heads are recommended to be used to serve the telecommunication room to keep water filled pipes out of the room.***

- Ground bus bar
- The electrical grounding bar for the communications room(s) will be furnished and installed by the electrical contractor as part of the base bid. This will be connected to the primary building ground.
- Comply with ANSI-J-STD-607-A

Cabling requirements





- The installation of the structured cabling will be provided and installed by the county’s current structured cabling contractor and are included in the Technology scope of work. These items include:

- Cat 6 cabling and termination on both ends
- Fiber optic cabling and termination
- Patch panels for both Fiber and Cat 6 cabling
- Face Plates for the wall outlets.
- Labeling and testing

Conduit requirements for data outlets

The raceway (conduit, back box trim ring and bushing) will be provided and installed by the electrical contractor as part of the base bid.

- Single gang data outlets
 - A data outlet with up to four (4) data jacks will require a 4” X 4” deep electrical back box with a single gang trim ring.
 - One (1) 1” conduit will be required to extend to the accessible ceiling space for the data cabling.
 - The conduits will require a plastic bushing on each end for the protection of the data cabling.

- Double gang data outlets
 - A data outlet with up more than four (4) data jacks will require a 4” X 4” deep electrical back box with a two gang trim ring.
 - Two (2) 1” conduits will be required to extend to the accessible ceiling space for the data cabling.
 - The conduits will require a plastic bushing on each end for the protection of the data cabling.

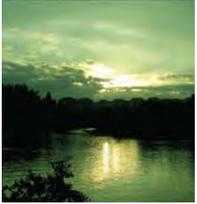
Sleeves and penetrations

- All sleeves and penetrations required for the passage of cabling through walls, floors and ceilings shall be provided as part of the General Contractors scope of work.

Cable support system scope

- Cable tray
 - The cable tray shown on the contract drawings shall be provided and installed by the General Contractor.
 - This Cable tray may be in the ceiling space or below the raised floor as shown on the contract drawings (see details).





- “J” hooks
 - Where there is no cable tray shown on the contract drawings “J” hooks shall be provided and installed by the General Contractor for the support of the cabling.
 - Hooks shall be spaced no further than 5’ apart and sized to hold no more than 40 cables.
 - This “J” hook system may be in the ceiling space or below the raised floor as shown on the contract drawings (see details).

Electrical requirements for work stations

- Each workstation will require 110VAC 20A electrical service at the workstation location. This electrical service and associated raceway will be provided and installed by the electrical contractor as part of the base bid.

Electrical requirements for Patron Reading Area Electronic Devices (BYOD outlets)

- 25% of all convenience receptacles in the Teens, Children and New Materials areas shall be a combination straight blade and USB style receptacle. The recessed receptacle shall be equipped with a single 120V outlet and (2) USB style power connections suitable for recharging mobile electronic devices.

Floor box detail

- Raised floor box
 - The floor box will be provided and installed by the electrical contractor and shown on the electrical drawings by the electrical engineer.
 - The floor box must meet UL wet mop standards.
- Floor box in poured slab
 - The floor box will have a minimum of two (2) 1” conduits for communications cabling.
 - The floor box will be provided and installed by the electrical contractor and shown on the electrical drawings by the electrical engineer.
 - The floor box must meet UL wet mop standards.

Utility Service Duct requirements

- AT&T entrance conduits
 - For the AT&T utility entrance the General contractor will be required to install two (2) 4” conduits between the MDF and the point of service as shown on the drawings.



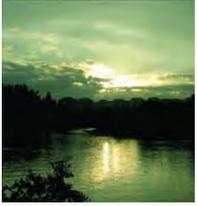


One conduit will be empty and the other will need three (3) 1" inner-ducts installed in it.

- This work for the conduits will be included in the scope of the building base bid.
- AT&T will install the required cabling from the point of service and terminate it on the wall in the MDF.
- Coordinate this work with AT&T and TLC.

Typical details

- See attached.





MASTER ANTENNA TELEVISION SYSTEM, SPECIFICATION # 274133

Entrance conduits

- Cable Television entrance conduits
 - For the CATV entrance the General Contractor will be required to install one (1) 3” conduit from the point of service to the MDF.
 - This work for the conduits will be included in the scope of the building base bid.
 - FGTV will provide the cabling from the point of service to the MDF then terminate it on the wall.
 - Coordinate all work with FGTV and TLC.

Horizontal Cabling

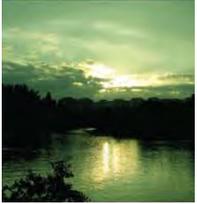
- The horizontal cabling for the television distribution system and termination will be included in the scope of work for the General Contractor.
 - The cable end in the MDF will be terminated on a male “F” connector and left with a 10’ service loop next to the FGTV service entrance cable.
 - The cable end at the television outlet location will be terminated in a single gang wall plate with a female “F” connector provided for later connection to a television receiver.
 - Television cabling will be a minimum of RG-6 Coax.
 - Cabling will be plenum rated.
 - Cabling must be separated from EMI electrical sources to eliminate noise and interference on the line.
 - Television cabling must also be separated from data cabling as it could induce RF in the network lines.
 - After the horizontal cabling is completed FGTV will make final connections and adjustments to the signal.

Conduit requirements

- Conduits for television cabling are minimal and only required in non accessible spaces and open ceilings.

Typical details

See attached.





PAGING SYSTEM, SPECIFICATION # 275116

The building paging system will be provided and installed by the General Contractor as part of the base building package. The following list of components are part of the paging System that are included as part of this package.

Ceiling speakers

- The speakers for the most part are a standard 8” coaxial 70 volt distributed sound ceiling mounted speaker.
- The speaker is typically flush mounted in the acoustical tile ceiling or cut into a gypsum board ceiling.
- Locate as shown on the drawings and coordinate with other trades for final location.

Amplifier for paging`

- The paging Amplifier will be wall mounted and located in the communications room.
- Refer to drawings and specifications for product information.
- The electrical contractor will need to provide 110VAC 20A near to the amplifier for connection.

Cabling for speakers

- Speaker cabling will be a minimum of 16 AWG shielded twisted pair
- Cabling will be plenum rated.
- Cabling must be separated from EMI electrical sources to eliminate noise and interference on the line.
- Speaker cabling must also be separated from data cabling as it could produce noise in the network lines.

Connection to the phone system

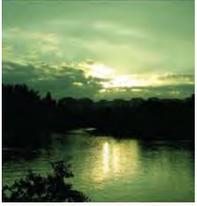
- The TIM (Telephone Interface Module) will be provided and installed by DoIT to provide a connection between the phone system and the paging amplifier

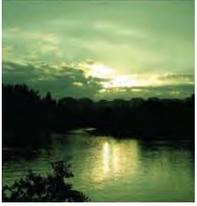
Conduit requirements

- Conduits for speaker cabling are minimal and only required in non accessible spaces and open ceilings.

Typical details

See attached.





AUDIO-VISUAL SYSTEMS

Digital Signage in the Lobby

- The digital signage in the lobby will be provided by the technology contractor. It will be a stand alone; self encased weather and vandal proof enclosure. Data cabling will be provided by DoIT and power provided by the electrical contractor.

Mondo Pad in the Auditorium

- The Mondopad will be provided by the technology vendor. It will have the caster kit, and be able to be moved and used throughout the facility. Data cabling will be provided by DoIT and power provided by the electrical contractor for each location that its use is desired.

Acoustics / Amplifier

- The audio re-enforcement and assisted listening will be provided by the technology vendor. This includes all ceiling or wall mounted speakers, amplifier, ir emitters and receivers. **The speakers for audio-visual are not the same as the paging system speakers.** The wiring for these systems will also be provided by the audio visual vendor, and the conduit infrastructure for these systems will be provided and installed by the electrical contractor.

Projectors

- Projectors will be provided by the technology contractor. They will be pendant hung from the ceiling, and have cabling to input points and/or control devices. This cabling will also be provided by the audio visual contractor. The power and conduit infrastructure for the projectors will be provided by the electrical contractor.

Projection Screens

- The Projection screens shall be recessed, ceiling mounted and electrically operated. This equipment will be provided and installed by the General Contractor based upon specifications provided by TLC.

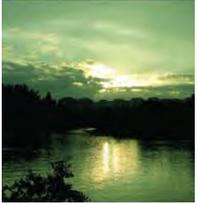
Collaboration Station

- The collaboration station will be provided by the technology contractor. It will be a standalone device, and the data cabling will be provided by DoIT and power provided by the electrical contractor.

Details

- See attached





INTRUSION DETECTION, SPECIFICATION # 281600

The primary reason for the use of an Intrusion Detection System (IDS) is to protect the interior of the building from unauthorized entry by individuals and to report any vandals damaging the penetrable areas of the shell of the building (breaking windows). The IDS also can identify any movement in the building that occurs within the structure after staff has armed the system. This activity could be caused by an individual that had hidden in the spaces waiting for the building to be vacant in order to have access to the interior of the property. An additional feature of the IDS is to allow staff the ability to summon assistance from the authorities when there is a perceived threat from individuals or the environment.

The building Intrusion Detection System will be provided and installed by the General Contractor as part of the base building package **as a turn-key solution**. The installation of this system shall be coordinated with TLC. The following list of components are part of the Intrusion Detection System that are included as part of this package.

The General contractor is also responsible for coordinating the correct communication of all alarms to the Fulton County 911 center and shall announce at the Facilities and Transportation Services (FTS). The GC is also responsible for testing the response to the alarms with the local emergency responders.

Keypad

- The key pad will require a single gang back box with a 3/4" conduit to the accessible ceiling space.

Control panel

- The control panel will be wall mounted in the communications room as shown on the drawings.
- Provide a 110VAC 20A near the controller for power connection.

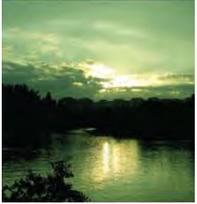
Motion detectors

- The key pad will require a single gang back box with a 3/4" conduit to the accessible ceiling space.

Door contacts

- The door contacts will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- Door frame penetrations will be coordinated with and provided by the door contractor
- See details attached.





Duress alarms

- The key pad will require a single gang back box with a 3/4" conduit to the accessible ceiling space.

Glass break detectors

- The key pad will require a single gang back box with a 3/4" conduit to the accessible ceiling space.

Intrusion detection cabling

- Cabling will be provided by the General Contractor as part of the building construction package.

Conduit required

- Conduit will be provided by the General Contractor as part of the building construction package.

Low pressure sensor for HVAC systems

- The low pressure sensor on the HVAC system will be provided and installed by the Mechanical Contractor and be specified in the specifications and on the drawings by the Mechanical Engineer.
- The low pressure sensor connection will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.

Connection to telephone lines for communications

- The General Contractor will need to provide and install conduit and a surface mounted single gang back box with a 3/4" conduit into the ceiling space for data connections.
- Connection between the controller and the telephone lines will be provided and installed by the County's current structured cabling contractor.

Typical details

- See attached





ACCESS CONTROL

Access Control is commonly used in a Library to separate public spaces from the staff spaces as well as limiting movement to secure spaces and collections.

The Card Reader and its controller provide an interface to the door locking hardware to release the hardware locking device when an authorized card is presented. The door hardware will be selected by the Architect on each project and the proper ACS release connections will then be selected on a door by door basis.

The ACS can be connected to the elevator control system as needed in branches that may require this functionality.

The ACS to be installed in the AFPLS will be an extension of the Fulton County Enterprise Access Control System. Only authorized by DoIT's PNO are permitted to talk directly with the County's security vendor. ***The ACS will be provided and installed by the County's security vendor.***

All conduits, Back boxes and electrical requirements will be supplied and installed by the General Contractor.

Below is a detailed list of the physical components of the ACS system.

Access control panel

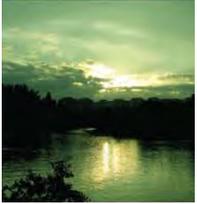
- The control panel will be wall mounted in the communications room as shown on the drawings.
- The Electrical Contractor will need provide a 110VAC 20A near the controller for power connection.

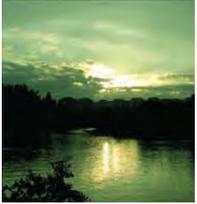
Card readers

- The card reader will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.
- Door frame penetrations will be coordinated with the door contractor
- See details attached.

Access Control cabling

- Cabling will be provided and installed by the County's security vendor as part of the Technology package.





Door contacts

- The door contacts will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.
- Door frame penetrations will be coordinated with and provided by the door contractor
- See details attached.

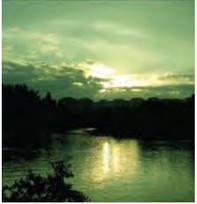
Door hardware and power supplies for the hardware

- Door locking hardware will be specified by the Architect and provided and installed by the General Contractor.
- Power supplies required for operating the door hardware will be provided and installed by the door contractor.
- The County Security Contractor will coordinate with the Door Contractor to provide a connection to the door locking system to release the locks when an authorized card is used at the associated card reader.

Typical details

- See attached.





CLOSED CIRCUIT TELEVISION SYSTEM (SECURITY CAMERAS)

The Video Surveillance System also known as a Closed Circuit Television System (CCTV) will be installed in the new branches to record activity for future review. The cameras will be located at each branch location both inside and outside the building as necessary.

The cameras, cabling and associated network equipment will be provided and installed by the County's Security Contractor as part of the Technology program.

All conduits, Back boxes and electrical requirements will be supplied and installed by the General Contractor.

Below is a detailed list and description of the physical components of the CCTV system.

CCTV monitor

- CCTV Monitors will be located as shown on the contract drawings.
- Each monitor will require a single gang electrical back box and a 3/4" conduit to the accessible ceiling space and installed at locations as shown on the drawings for network connections.
- Each monitor will require 110VAC 20A power.

Cameras

- Fixed cameras
 - Fixed cameras will require a single gang electrical back box and a 3/4" conduit to the accessible ceiling space and installed at locations as shown on the drawings.
- Pan / tilt / zoom cameras
 - PTZ cameras will require a single gang electrical back box and a 3/4" conduit to the accessible ceiling space and installed at locations as shown on the drawings.
- Weather proof cameras
 - Exterior cameras will require a single gang electrical back box and a 3/4" conduit to the accessible ceiling space and installed at locations as shown on the drawings. The back box shall be rated for installation in a wet environment and all penetrations sealed.
- Camera power

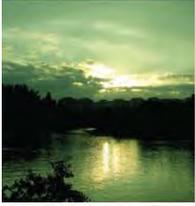


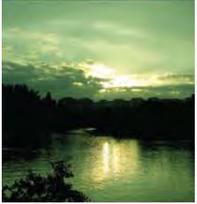


- Fixed cameras will be powered by the network switch in the communications room.
- PTZ cameras will require a low voltage connection for operation. This cabling and power supply will be provided by the County's Security Contractor. The power supply will be located on the wall in the communications room.

Typical details

- See attached





AUTOMATED LIBRARY EQUIPMENT

The Automated Library Equipment will be provided and installed by a vendor to be selected by AFPLS.

All conduits, Back boxes and electrical requirements will be supplied and installed by the General Contractor.

Book return slot

- Each as shown on the drawings will require:
 - A single gang electrical back box with a one (1) 1” conduit will be required to extend to the accessible ceiling space for data cabling.
 - An electrical outlet with 110VAC 20V service for equipment power.

Self check units

- Each as shown on the drawings will require:
 - A single gang electrical back box with a one (1) 1” conduit will be required to extend to the accessible ceiling space for data cabling.
 - An electrical outlet with 110VAC 20V service for equipment power.

Staff check units

- Each as shown on the drawings will require:
 - A single gang electrical back box with a one (1) 1” conduit will be required to extend to the accessible ceiling space for data cabling.
 - An electrical outlet with 110VAC 20V service for equipment power.

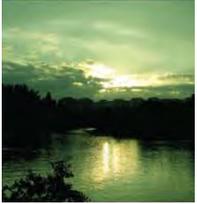
Book security gates

- Each as shown on the drawings will require:
 - A single gang electrical back box with a one (1) 1” conduit will be required to extend to the accessible ceiling space for data cabling. (See detail)
 - An electrical outlet with 110VAC 20V service for equipment power.

AMHS sorting equipment

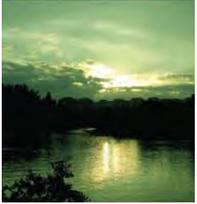
- Each as shown on the drawings will require:
 - A single gang electrical back box with a one (1) 1” conduit will be required to extend to the accessible ceiling space for data cabling.
 - An electrical outlet with 110VAC 20V service for equipment power.





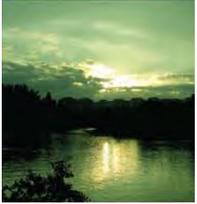
Construction Responsibility Matrix - Appendix B					
DESCRIPTION OF TASK	ARCH.	CM AT RISK	TECHNOLOGY CONTRACTOR	TECHNOLOGY CONSULTANT	PAGE
Raceway for technology systems, including standard electrical back boxes as shown on the Technology drawings and conduits to the accessible ceiling space or cable tray as called for on the technology sheets. This also includes the site conduits for communications utilities.		Provide and install, coordinate cable tray, "J" hooks and other support systems routing with other trades.		Specify and show details on Technology drawings	All
Custom back boxes for Technology systems as shown on the technology drawings		Provide and install conduit to ceiling space as described on the Technology drawings.	Provide to the CM at Risk	Provide detail on Technology drawings	Pages 6-13
Cable tray as shown on the Technology drawings.	Show	Provide and install		Specify and show on Technology drawings	Pages 1 & 2
Projection Screens	Show	Provide and Install		Specify	Page 7
Wall mounted displays	Show		Provide and install displays and televisions.	Specify and show on Technology drawings	Page 7
Backing support for wall mounted devices.	Show	Provide and install			Page 7
Projectors and wireless access devices.			Provide and install	Specify and show on Technology drawings	Pages 6, 7, 8, 12, 13





DESCRIPTION OF TASK	ARCH.	CM AT RISK	TECHNOLOGY CONTRACTOR	TECHNOLOGY CONSULTANT	PAGE
Conduit to ceiling mounted devices including, projectors, wireless devices and speakers in open ceiling spaces for devices shown on the Technology drawings.		Provide and install		Specify and show on Technology drawings	All
Access Control System (controller, card readers, wiring and programming)			Provide and Install	Specify and show on Technology drawings	Page s 10 & 11
Security door hardware.	Specify	Provide and install with wiring to the accessible ceiling space			Pages 10 & 11
Security system connections to door hardware sets.			Provide and install for the access control system.	Provide detail on Technology drawings	Pages 10 & 11
Special power supplies required to operate door hardware selected by the Architect and door hardware vendors.	Specify	Provide and install	Coordinate		Pages 10 & 11
Conduit to door hardware components.		Provide and install		Provide detail on Technology drawings	Pages 10 & 11
Penetrations into door frames for installation of door contacts for both intrusion detection and access control.		Provide for the intrusion detection system and access control system.		Provide detail on Technology drawings	Pages 10 & 11
Installation of door contacts for intrusion detection		Provide and install as part of the intrusion detection system		Provide detail on Technology drawings	Pages 10 & 11

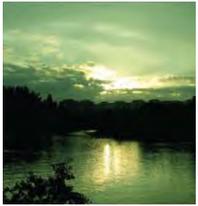




DESCRIPTION OF TASK	ARCH.	CM AT RISK	TECHNOLOGY CONTRACTOR	TECHNOLOGY CONSULTANT	PAGE
Installation of door contacts for access control.			Provide and install as part of the access control system	Provide detail on Technology drawings	Pages 10 & 11
Cabling for Network, security devices and audio visual equipment as shown on the Technology drawings.			Provide and installed by the specialty contractors for Audio Visual, Network Cabling, Access Control and camera systems. This doesn't include Intrusion Detection.	Provide detail on Technology drawings	Pages 1, 10, 11
Cabling for intrusion detection		Provide and install, coordinate with FTS.			Pages 8 & 9
Building Technology equipment grounding system including cabling and busbars.	Show on MEP.	Provide and install. Technology drawings will detail AT&T standards.		Provide detail on Technology drawings	Page 2
Final grounding from busbar to Technology equipment and racks.			Provide and install	Provide detail on Technology drawings	Page 2
Intrusion Detection		Provide and install, coordinate with FTS.		Provide specifications and drawings with details	Page 8 & 9
Public Address System (includes ceiling speakers for PA system)		Provide and install	DoIT will provide and install an Analog Telephone Adapter	Provide specifications and drawings with details	Page 6



FULTON COUNTY LIBRARIES SCHEMATIC NARRATIVE



DESCRIPTION OF TASK	ARCH.	CM AT RISK	TECHNOLOGY CONTRACTOR	TECHNOLOGY CONSULTANT	PAGE
Cable television drops		Provide and install horizontal cabling		Provide specifications and drawings with details	Page 5
Patron PC's	Show on MEP	Provide power	DoIT will provide and install	Locations shown on Technology drawings	Page 2 & 3
Staff PC's	Show	Provide power	DoIT will provide and install	Locations shown on Technology drawings	Page 2 & 3
OPAC PC's	Show	Provide power	DoIT will provide and install	Locations shown on Technology drawings	Page 2 & 3
Patron PC's for PC reservation and print release.	Show	Provide power	DoIT will provide and install	Locations shown on Technology drawings	Page 2 & 3
Content protection gates	Show on MEP	Provide conduit to the gates for power and control. Two (2) 1" conduits.	AMHS vendor will provide and install.	Locations shown on Technology drawings with a detail of installation requirements.	Page 14
Self Check stations	Show	Provide power	Vendor to provide and install	Locations shown on Technology drawings	Page 14
Tablet Dispensers	Show	Provide power	Vendor to provide and install	Locations shown on Technology drawings	



EXHIBIT No. 4
Technology Consultant Description of Work

Technology Consultant Description of Work & Deliverables

BID/PRICING PHASE:

- A. The Technology Consultant shall assist the Design Team with addenda and clarifications in response to questions raised during the bid/pricing phase.

CONSTRUCTION PHASE:

- A. Assist the County, as directed with the purchase of Hardware and Software for the program. Assist the County, as directed with coordination of related Consultants and arrangements with vendors providing labor required for complete and total installation of all Hardware and Software included in the program in accordance with the project schedule and specifications. Test, evaluate and certify, in conjunction with DoIT, the performance of network and all related Technology systems in accordance with plans and product specifications. Provide services related to the maintenance of warranties. Assist the County with coordination of County training for all features of every instrument of included in the project before opening day and troubleshooting for a period after the completion of the project as indicated in product specifications.
- B. For Security design, the Technology Consultant will, in coordination with DoIT:
1. Review and coordinate with the Schedule for Construction.
 2. Review submittals for compliance with the CDs.
 3. Respond to construction Technology RFIs and attend any coordination meetings set by Contractor.
 4. Observe and report periodically (at least monthly, through Grand Opening Day) on the progress of purchases and installation of components of the Security Systems.
 5. Manage County training for complete operation of all components of Library Security before opening day.

Construction Phase Deliverables:

- Provide County assistance with submittal review, vendor purchases, and schedule for purchase and installation
- Trouble shooting for operational products/systems
- Assistance with obtaining product submittals, support and warranties
- Technology systems testing evaluations
- Provide County Assistance with training

General Considerations

- A. The selected Technology Consultant shall contract directly with the County for these services, but shall report to the County's Program Manager (PMT). The PMT shall have the authority, acting as the County's agent, to transmit instructions, render timely decision, and ensure that the County's interests are protected in all issues related to design, construction and furnishing of the library projects.
- B. Construction Administration: The Technology Consultant is charged with final equipment inspection and shall submit field reports for each site visit.
- C. The Technology Consultant and County representatives shall at all times be provided with and have access to the work at any time when in preparation or progress.
- D. The Technology Consultant shall be required to attend meetings during equipment installation.

EXHIBIT No. 5

FF&E Consultant Description of Work

FF&E Consultant Description of Work & Deliverables During Construction

1. The County's FF&E Consultant shall provide the expertise, resources and personnel experienced in writing Library FF&E and finish specifications, budgeting, cost estimating, scheduling, and coordination required to assist the Library System, the County, Contractor and Architectural Teams with the selection, procurement, delivery, and installation of FF&E for Auburn Avenue Research Library on African American Culture and History (AARL).
2. The FF&E Consultant will work in cooperation with The Design Team, Contractor, the County, and Library Administration over the timeframe shown in the project schedule.
3. The FF&E Consultant shall assist Contractor with development of a "Transition Schedule" for AARL for all activities involving FF&E beginning with milestone dates for ordering and procuring all FF&E, and for milestones identified from "Substantial Completion" through "Final Completion", and for the "Move" and Final Inspections.
4. The FF&E Consultant will inspect FF&E deliveries for proper fulfillment and placement of all FF&E specified in the Purchase Orders, and assist the Contractor's with filing claims for missing or damaged FF&E.
5. The FF&E Consultant will gather all warranties and submittals for FF&E and submit these to the Contractor's for incorporation into their final warranty submittals to the County
6. The FF&E Consultant will work in collaboration with the County's selected Contractor, Design Team and the PMT for the project in matters including constructability, cost control and timely progress.
7. The FF&E Consultant (FF&EC) will assist the Contractor with assembling Purchase orders for the FF&E. The FF&EC will also assist the Contractor with coordinating the delivery, inspection, and proper placement of these items included in the Contractor Provided FF&E Package.
8. The Fixtures, Furniture & Equipment (FF&E) Consultant will:
 - Assist the Contractor with Purchase Orders for FF&E for the Project. Document progress relative to Procurement Plan at monthly meetings with the Contractor and Design Team during the Construction Phase. These meetings will continue on a weekly basis from Substantial Completion to Final Acceptance of the FF&E by the FF&EC.
 - Assist the Contractor with FF&E ordering, delivery and installation in accordance with the Construction Schedules.
 - Attend on-site meetings related to FF&E schedules, deliveries, installation. Assist the Contractor's with the FF&E deliveries, set-ups and inspections. Arrange with vendors and provide personnel required for on-site management of a complete delivery, installation, and inspection of FF&E items in accordance

with the Project Schedule and Specifications. Assist Contractor with claims for any damaged or missing products.

- Provide information to the County and Library related to the Maintenance of Warranties.

9. Construction Phase Deliverables for the FF&E:

- Final FF&E Cost Report for all projects in the program
- Monthly Procurement Plan progress reports at meetings (weekly following Substantial Completion)
- Assist with Purchase Orders for FF&E
- Assist with Coordination of FF&E ordering, delivery and installation and coordinate with the Contractors' Construction Schedules
- On-site meetings related to FF&E deliveries, installations
- Inspect FF&E set-ups, and assist Contractor with claims for damaged or missing products
- Collect Product Submittals and Warranties; deliver and review with County

EXHIBIT No. 6
Wayfinding Consultant Description of Work

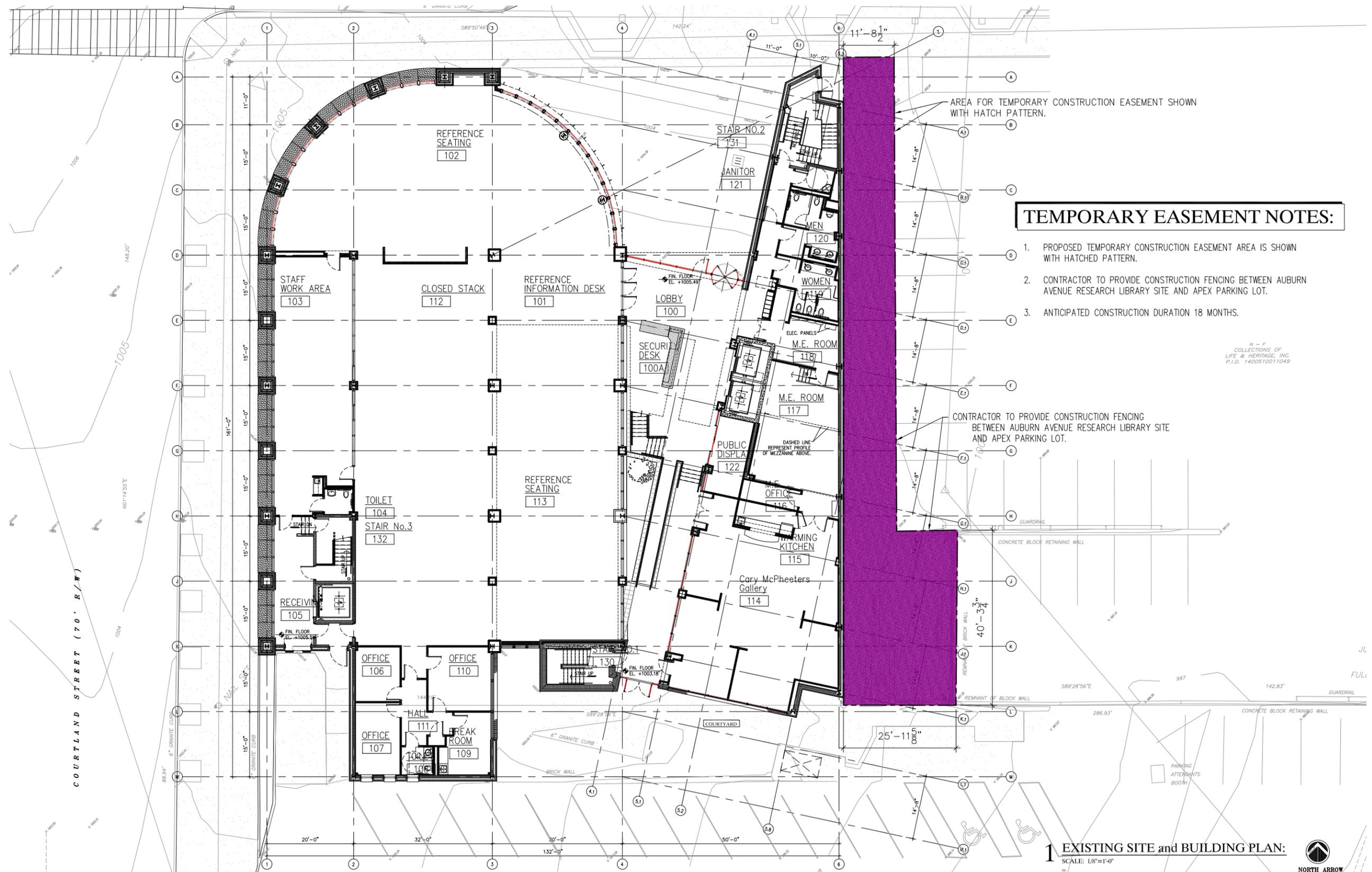
Wayfinding Consultant Description of Work & Deliverables**CONSTRUCTION PHASE:**

- Meet with selected Contractor to review scope and details of the project after award of Construction Contract.
- Review shop drawings, samples and other submittals for compliance with the Contract Documents. This process includes the review of one complete grouped submittal of all shop drawings.
- Prepare communications for design clarifications needed.
- Assist the Contractor, with the purchase order of Signage for the Project. Review and coordinate with the Schedule for Construction. Respond to construction Wayfinding RFIs and attend any coordination meetings set by Contractor concerning Wayfinding.
- Assist in the field verification of locations of signs or reviewing conditions at the onset of installation, (one site visit).
- Review installed signage work; prepare punch list of deficiencies and document correct installations.
- Aid the Contractor in the resolution of punch list issues.
- The Wayfinding Consultant is charged with final inspection of Wayfinding and shall submit field reports for site visits.

EXHIBIT No. 7

Temporary Construction Easement Location

- Drawing titled “Exhibit A: AFPLS and APEX Temporary Easement Memorandum of Understanding Agreement” dated April 1, 2014 shows the temporary easement location. See attached.
- Contractor shall repair any damages caused to area in temporary construction easement area that is a direct result of Contractor’s work. Any repairs performed by Contractor shall bring property back to the original condition, as reasonable as possible, prior to Contractor taking temporary possession of the property. Contractor shall sod area disturbed and shall water until grass is established.

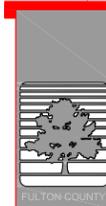


TEMPORARY EASEMENT NOTES:

1. PROPOSED TEMPORARY CONSTRUCTION EASEMENT AREA IS SHOWN WITH HATCHED PATTERN.
2. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING BETWEEN AUBURN AVENUE RESEARCH LIBRARY SITE AND APEX PARKING LOT.
3. ANTICIPATED CONSTRUCTION DURATION 18 MONTHS.

CONTRACTOR TO PROVIDE CONSTRUCTION FENCING BETWEEN AUBURN AVENUE RESEARCH LIBRARY SITE AND APEX PARKING LOT.

1 EXISTING SITE and BUILDING PLAN:
SCALE: 1/8"=1'-0"



Facilities and
Transportation
Services Department

Atlanta Fulton Public Library System
Auburn Avenue Research Library - 101 Auburn Avenue N.E., Atlanta, Georgia 30303

EXHIBIT A: AFPLS and APEX TEMPORARY EASEMENT MEMORANDUM OF UNDERSTANDING AGREEMENT

Scale: 1/8" = 1'-0"

1 Margaret Mitchell Square - Atlanta, Georgia 30303 - tel 404-730-1700 - Copyright as dated.



Garry Gerard, AIA, LEED AP

E101

Apr 1, 2014

EXHIBIT No. 8
Interim Waiver and Final Affidavit

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA

COUNTY OF FULTON

THE UNDERSIGNED CONTRACTOR, (NAME OF CONTRACTOR), HAS BEEN EMPLOYED BY FULTON COUNTY TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS AUBURN AVENUE RESEARCH LIBRARY ON AFRICAN AMERICAN CULTURE AND HISTORY RENOVATION AND EXPANSION (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF ATLANTA, COUNTY OF FULTON, AND IS OWNED BY FULTON COUNTY (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AUBURN AVENUE RESEARCH LIBRARY ON AFRICAN AMERICAN CULTURE AND HISTORY
101 AUBURN AVENUE NE
Atlanta, GA 30303

UPON THE RECEIPT OF THE SUM OF \$ _____, THE CONTRACTOR AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXPECTING THOSE RIGHTS AND LIENS THAT THE CONTRACTOR AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, _____.

_____ (Company)

_____ (Signature)

_____ (Notary Seal)

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT NO. 8

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

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