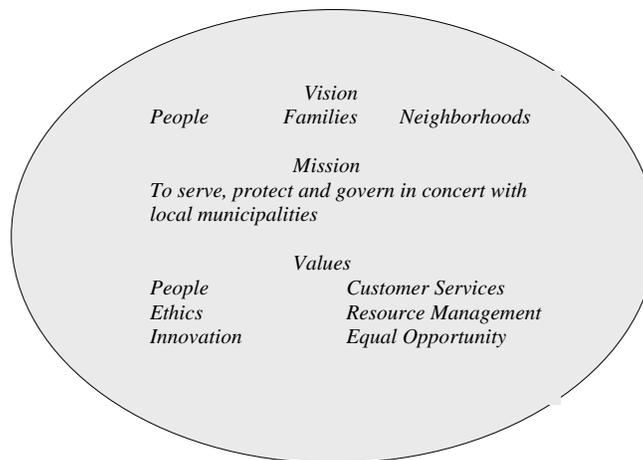


VOLUME 1 of 2



PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) NO. 06RFP PHASEGCJC-NH

**Performance Contract
Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation**

- General Services Department -

PROPOSALS DUE DATE AND TIME: Monday, August 28, 2006, 11:00 A.M.

PRE-PROPOSAL CONFERENCE: Monday, August 14, 2006, 2:00 P.M.

PURCHASING CONTACT: Nancy Harrison at (404)-730-4201

E-MAIL: Nancy.Harrison@fultoncountyga.gov

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

**SECTION TOC
TABLE OF CONTENT**

VOLUME 1 of 2

1.0 INTRODUCTION		Section	Page
1.1	Overview	1	1
1.2	Description of Project	1	1
1.3	Background	1	2
1.4	County Objectives	1	3
1.5	Obtaining a Copy of the RFP	1	3
1.6	Pre-Proposal Conference	1	4
1.7	RFP Due Date	1	4
1.8	Delivery Requirements	1	4
1.9	Contact Person & Inquiries	1	4
2.0 INSTRUCTIONS TO PROPOSERS		Section	Page
2.1	Procurement Process	2	1
2.2	Contract Definitions	2	1
2.3	No Contact During Procurement Process	2	2
2.4	Clarification & Addenda	2	3
2.5	Required Submittals	2	3
2.6	Proposal Evaluation	2	4
2.7	Reserved Rights	2	4
2.8	Reserved Rights	2	4
2.9	Not Used	2	4
2.10	Accuracy of RFP & Related Documents	2	4
2.11	Responsibility of Proposer	2	5
2.12	Confidential Information	2	5
2.13	County Rights and Options	2	6
2.14	Cost of Submittal Preparation & Selection Process	2	7
2.15	Local Preference Policy	2	8
3.0 SUBMISSION REQUIREMENTS		Section	Page
3.1	Submission Requirements	3	1
3.2	Overview of Proposal Requirements	3	1
3.3	Number of Copies	3	1
3.4	Proposal Submittal Format and Content	3	1
	o Part1 – Introduction	3	1
	o Part 2 – Organization, Experience & References	3	2
	o Part 3 – Project Approach Proposal	3	5
	o Part 4 – Performance Guarantee	3	7
	o Part 5 – Proposer Financial, Insurance & Bond Information	3	8
	o Part 6 – Measurement and Verification of Guaranteed Energy Savings	3	9
	o Part 7 - Support Services and Warranties	3	9
	o Part 8 – Training	3	10
	o Part 9 - Location of Firm	3	10
	o Part 10 – Required Forms for Purchasing	3	11
	o Part 11 - Required Forms for Contract Compliance (Separate Envelope)	3	11
	o Part 12 - Cost & Savings Proposal	3	11

4.0	RFP EVALUATION – SELECTION CRITERIA	Section	Page
4.1	Proposal Evaluation Criteria & Weights	4	1
	o General	4	1
	o Weighted Evaluation Criteria	4	2
4.2	Summary of Evaluation Process	4	2
5.0	PURCHASING DEPARTMENT PROPOSAL FORMS	Section	Page
5.1	Introduction	5	1
5.2	Procurement Affidavit Forms Description	5	2
	o Form 1 - Certification Regarding Debarment	5	3
	o Form 2A - Non-Collusion Affidavit of Proposer/Offeror	5	5
	o Form 2B - Non-Collusion Affidavit of Subcontractor	5	7
	o Form 3 - Certificate of Acceptance of Request for Proposal Requirements	5	9
	o Form 4 - Disclosure Form and Questionnaire	5	10
	o Form 5 - Georgia Utility License Certification - NOT APPLICABLE	-	-
6.0	CONTRACT COMPLIANCE REQUIREMENTS & EXHIBITS	Section	Page
6.1	Non-Discrimination in Contracting & Procurements	6	1
	o Equal Business Opportunity Plan (EBO Plan)	6	1
	o Prompt Payment	6	1
6.2	Required Forms & EBO Plan	6	2
	o Exhibit A – Promise of Non-Discrimination	6	3
	o Exhibit B – Employment Report	6	4
	o Exhibit C – Schedule of Intended Subcontractors Utilization	6	5
	o Exhibit D – Letter of Intent to Perform as Subcontractor or Provide Materials or Services	6	8
	o Exhibit E – Declaration Regarding Subcontracting Practices	6	9
	o Exhibit F – Joint Venture Disclosure Affidavit	6	10
	o Exhibit G – Prime Contractor/Sub-Contractor Utilization Report Form	6	13
7.0	INSURANCE & RISK MANAGEMENT PROVISIONS	Section	Page
7.1	Insurance & Risk Management Provisions	7	1
8.0	SAMPLE CONTRACT	Section	Page
8.1	Sample Contract (Cross-Reference)	8	1
9.0	EXHIBITS	Section	Page
	o Exhibit No. 1 – ESCO Profile Form	9	2
	o Exhibit No. 2 – Project History & Client Reference Form	9	4
	o Exhibit No. 3 – Energy Savings Performance Data Summary Form	9	6
	o Exhibit No. 4 – Personnel Profile Form	9	7

Vol 2 of 2

DIVISION 0 - CONTRACTING & PROCUREMENT REQUIREMENTS

00 004	LIST OF DRAWINGS
00 300	COST PROPOSAL FORM
00 302	SCHEDULE PROPOSAL FORM
00 440	CONTRACTOR PROVIDED INSURANCE INFORMATION Exhibit H – Insurance Information Form (Contractor & Subcontractor Agreement) Certification Form
00 500	OWNER – CONTRACTOR AGREEMENT (SAMPLE) Article 1 Contract Documents Article 2 Administration Article 3 County Article 4 Contractor Article 5 Subcontractors & Subconsultants Article 6 Work By County or By Separate Contractors Article 7 Miscellaneous Provisions Article 8 Time Article 9 Payments and Completion Article 10 Safety Article 11 Contractor Provided Insurance Article 12 Changes in the Work Article 13 Uncovering and Correction of Work Article 14 Termination of the Contract Article 15 Non-Discrimination in Contracting & Procurement Article 16 Full Performance Representation
00 610	SECURITY (BID) BOND
00 620	PERFORMANCE & PAYMENT BONDS

DIVISION 1 GENERAL REQUIREMENTS

01 010	SUMMARY OF WORK
01 040	PROJECT COORDINATION
01 045	CUTTING, CORING & PATCHING
01 050	LAYOUT OF THE WORK
01 090	REFERENCE STANDARDS
01 200	PROJECT MEETINGS
01 310	SCHEDULING OF THE WORK
01 320	REPORTS
01 340	SHOP DRAWINGS, PRODUCT DATA & SAMPLES
01 370	SCHEDULE OF VALUES
01 400	QUALITY CONTROL
01 500	CONSTRUCTION FACILITIES & TEMPORARY CONTROLS
01 560	ENVIRONMENTAL PROTECTION
01 610	MATERIAL & EQUIPMENT HANDLING
01 630	PRODUCTS
01 680	EQUIPMENT & SYSTEMS INSTRUCTION
01 700	PROJECT CLOSEOUT
01 710	FINAL CLEANING

01 720	PROJECT RECORD DOCUMENTS
01 730	OPERATING & MAINTENANCE DATA

END OF TABLE OF CONTENTS

1.1 OVERVIEW

- A. This procurement is the second step of a two-step process. The initial step was formally and publicly advertised as a Request for Qualifications. Firms that submitted qualifications and that received an evaluation score of seventy-five (75) points or above by the Fulton County Evaluation Committee are eligible and invited through this RFP to submit technical and cost proposals.

- B. Fulton County (County), a political subdivision of the State of Georgia, invites firms, in connection with this **06RFPPHASEGCJC-NH**, that submitted qualifications and that received an evaluation score of seventy-five (75) points or above by the Fulton County Evaluation Committee to submit technical and cost proposals for the following project and contract. By receiving this Request for Proposal (RFP) and a cover letter previously provided under separate cover from the Fulton County Purchasing Department, your firm has been deemed qualified and is invited to advance to a second step for Request of Proposals for technical and cost proposals. The County expects to award one contract to the Proposer deemed most qualified and best suited to successfully perform the work.

- C. Through the issuance of this Request for Proposal (“RFP” and/or “Proposals” and/or “submittals”), the County is soliciting proposals for the following:

• Project:	Performance Contract for Fulton County Government Center & Judicial Center Mechanical Upgrades & Water Conservation
• Location:	Fulton County Government & Judicial Complex
• RFP No:	06RFPPHASEGCJC-NH

- D. Proposals provided in response to this RFP must comply with the submittal requirements set forth in Section 3 – Submittal requirements, including all forms and certifications. Submittals will be evaluated in accordance with the criteria and procedures described in Section 4 - Evaluation Criteria.

1.2 DESCRIPTION OF THE PROJECT

- A. Refer to Volume 2, section 01 010 – General Project Summary for additional information regarding the project scope, equipment and refrigerants.

- B. The project shall be approached in phases.
 - I - Development
 - II - Installation
 - III - Monitoring and Oversight of Operations.

-
- C. Security related to implementation of the work in confidential areas of the or during non-regular working hours in Government Center Complex and Judicial Center Complex shall be the responsibility of the Proposer.
 - D. Respondents shall be willing and able to arrange for the capital investment required to fund this project. The cost of Proposal generation shall be borne by the respondent at no obligation to the County.
 - E. The project shall be financed and paid from energy savings. The proposed agreement shall not constitute a debt, liability, or obligation of the County, nor is it a pledge of the faith and credit of the County.
 - F. Contract Management: Management of the contract and project for Fulton County shall be through the Fulton County General Services Department (GSD).

1.3 BACKGROUND

- A. The County as a partner in the U.S. Environmental Protection Agency's Energy Star Program (hereinafter referred to as "Energy Star"), has agreed to survey and upgrade mechanical and plumbing systems in County facilities to reduce energy consumption. The County, through GSD, has determined the need to implement conservation measures at selected County facilities to comply with the requirements of Energy Star. Based on building inspections by the GSD, there are opportunities for energy conservation at the Government Center Complex and Judicial Center Complex.
- B. Several energy savings projects were identified, as most of the equipment inspected has exceeded its life cycle and is not performing efficiently. In addition, it is important to note the cooling units serving the IT and 911 areas in the Government Center have exceeded their life expectancy. These units are the primary source for air conditioning in these areas and there are no backup cooling sources available for these areas in the event of equipment failure. It is anticipated this project will allow the County to achieve a significant improvement in energy costs as well as improved maintenance costs.

1.4 COUNTY OBJECTIVES

- A. The County's objective in issuing this RFP is to upgrade Fulton County facilities through "Performance Contracting".
- B. This RFP requests the services of an Energy Services Company (ESCO) or firm with an ESCO component to develop assess and implement a comprehensive facility improvement and energy conservation program for the County. The intent is to provide the County with the means to realize maximum utility savings and energy related improvements without the outlay

of upfront capital funds. Timely implementation of this project is of the essence.

C. The energy savings projects will:

1. Replace inefficient equipment.
2. Replace old equipment reaching end of life cycle.
3. Improve workplace comfort.
4. Create energy (gas & electric) maintenance, water, and sewage savings.
5. Provide new capital equipment with no up front cost.
6. Significant efficiency improvement of the central plant.
7. Electricity savings through improved full and part-load efficiencies of the new units.
8. A more environmentally friendly refrigerant.
9. Reduced maintenance efforts (equipment fully warranted for five years).
10. Increased reliability.

D. The ESCO shall provide the County a comprehensive energy services program including: (a) energy audits; (b) review of designs and subsequent installation of facility improvement and energy efficient equipment and systems; (c) monitoring of energy costs; (d) financing for the project; and (e) a written energy guarantee that total program costs, including required services, may be one hundred percent (100%) covered by program energy and operational savings.

E. The recent increases in the cost of water prompted the need to find opportunities for the efficient use of water throughout the downtown properties. Surveys were conducted at the Government Center and Justice Center Complex to identify measures of reducing water usage.

F. This project is anticipated to reduce water consumption, wastewater production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls.

1.5 OBTAINING A COPY OF THE RFP

A. Only companies that submitted qualifications and received an evaluation score of seventy-five (75) points or above by the Fulton County Evaluation Committee are eligible to respond to this RFP.

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

C. A copy of the RFP can be obtained from the Fulton County Department of Purchasing. Forward requests for documents to:

Fulton County Purchasing Department
130 Peachtree Street, N.W., Suit 1168

Atlanta, GA 30303
Phone: (404) 730-5800
Fax (404) 893-1744
Reference RFP No. **06RFPPHASEGCJC-NH**

1.6 MANDATORY RFP PRE-PROPOSAL CONFERENCE

The County will hold a Mandatory Pre-Proposal Conference as follows. Attendance at the Pre-Proposal Conference is mandatory for purposes of responding to this RFP; a tour of the facilities will be included. The purpose of the conference is to provide information regarding the project and to address any questions and concerns regarding submittal requirements and the services through this RFP. Only proposals submittals from those firms attending the mandatory conference will be considered.

• Location:	Fulton County Government Center Purchasing Bid Room Atlanta, GA 30303
• Date:	Monday, August 14, 2006
• Time	2:00 pm

1.7 RFP DUE DATE

All proposal submittals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any submittals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The due date can only be changed by addendum.

• Location:	Fulton County Purchasing Department 130 Peachtree Street, N.W., Suit 1168 Atlanta, GA 30303
• Date:	Monday August 28, 2006
• Time:	11:00 am Legally Prevailing Time

1.8 DELIVERY REQUIREMENTS

Any submittal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have the submittal delivered to the Fulton County Purchasing Department and received on or before the above stipulated due date and time. If a submittal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Department.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person:

Attention: **Nancy Harrison, CPPB**
Assistant Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, N.W., Suit 1168
Atlanta, GA 30303
Phone 404 730 4201
Fax 404 893 1744

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

- A. This procurement is the second step of a two-step process. The initial step was formally and publicly advertised as a Request for Qualifications. Firms that submitted qualifications and that received an evaluation score of seventy-five (75) points or above by the Fulton County evaluation committee are invited through this RFP to submit technical and cost proposals.
- B. All RFP requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their submittal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

- A. In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:
- B. Addendum – Revision to the RFP documents issued by the County prior to the receipt of submittals.
- C. County – Fulton County Government and its authorized representatives.
- D. Contact Person – Purchasing staff designated by the Fulton County Purchasing Department to receive any questions and suggestions.
- E. Owner – Fulton County Government; County.
- F. Performance Contracting - For the purpose of this document, “Performance Contract” or “Guaranteed Energy Savings Contract” is defined as follows: “Guaranteed energy savings contract means a contract for the evaluation, recommendation, or implementation of facility improvement and energy conservation measures, including the design and installation of equipment or the repair of or replacement of existing equipment, in which all payments, except obligations on termination of the contract before it’s expiration, are to be made over time, and in which energy, other savings or avoided costs are guaranteed to exceed the project costs.”
- G. Energy Service Company (ESCO) – for the purposes of this RFP, an ESCO “Proposer” or “Respondent” or “Firm” is a company, or a team with an ESCO certified component, that assesses, develops, installs, and finances projects designed to improve the energy efficiency and maintenance costs for facilities over a given time period.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

- A. 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.
- B. 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.
- C. 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.
- D. Any violation of this prohibition to initiate or continue verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent declaring the submittal of the person, firm, or entity in violation is "non-responsive" and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

- A. Proposers may submit requests for clarifications or interpretations regarding this RFP. Proposers must prepare such requests in writing for the County's consideration as set forth in the section of this RFP.
- B. While the County has not placed a limitation on the number of requests to be submitted, Proposers are cautioned to request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests) or the County will set restrictions on the frequency and number of requests permitted.

The County will not respond to requests received after:

August 14, 2006 at 2:00 PM, local prevailing time.

Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation and the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

-
- C. Requests for clarification or interpretation regarding this RFP must be submitted in writing only (letter, fax or email) to:

Fulton County Purchasing Department
Attention: Nancy Harrison, CPPB
Assistant Purchasing Agent
130 Peachtree Street, N.W., Suite 1168
Public Safety Building
Atlanta, GA 30303
Phone 404 730 4201
Fax 404 893 1744
Email: Nancy.Harrison@fultoncountyga.gov
RE: **06RFPRFPPHASEJCGC-NH** - Performance Contract for Fulton County Government Center & Judicial Center Mechanical Upgrades & Water Conservation

- D. All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County as receiving a copy of the RFP.
- E. No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit proposals relying on any such oral information risk having their response deemed non-responsive by the County. Only written responses issued by formal addendum to this RFP should be considered by the Proposers.
- F. During the period provided for the preparation of submittals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, **www.fultoncountyga.gov**. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the submission date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the submission date.

2.5 REQUIRED SUBMITTALS

Refer to Section 3 – Proposal Requirements for detailed submittal requirements.

2.6 PROPOSAL EVALUATION

All submittals will be evaluated using the criteria specified in Section 4 - Evaluation Criteria.

2.7 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all submittals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive submittals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the submittals and whether the resulting agreements are in its best interest. Its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel and past performance records.

2.8 APPLICABLE LAWS

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

B. Any formal protest made by an aggrieved Respondent concerning the RFP solicitation or the evaluation of the qualification submittals must be submitted to:

Fulton County Purchasing Department
Attention: Jerome Noble, Director of Purchasing
130 Peachtree Street, N.W., Suit 1168
Atlanta, GA 30303

C. Any formal protest must be submitted within ten (10) days after such Respondent knows or should have known of the facts giving rise, thereto. The protest shall include a clear and detailed statement of the basis upon which it is filed. The failure of the Respondent to file any protest within the time limits prescribed herein shall be deemed a material prejudice to the interests of Fulton County and shall constitute an absolute waiver of the protest and the right to thereafter prosecute same.

2.9 NOT USED

2.10 ACCURACY OF RFP AND RELATED DOCUMENTS

-
- A. The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Submittal documents other than those given in writing as an addendum to this RFP.
 - B. Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.4B in writing at the following address: Fulton County Purchasing Department, 130 Peachtree Street S.E., Suite 1168, Public Safety Bldg, Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.11 RESPONSIBILITY OF PROPOSER

- A. Each Proposer is encouraged to conduct all necessary investigations and review the complete RFP and any addendum prior to the submittal of its qualifications.
- B. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.12 CONFIDENTIAL INFORMATION

- A. If any Submittal contains technical, financial, or other confidential information the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based.
- B. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, each Proposer waives any challenge to the County's decisions in this regard. Marking all or substantially all of a Submittal as confidential may result in the Proposer being deemed non-responsive to this RFP.
- C. Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.13 COUNTY RIGHTS AND OPTIONS

-
- A. This RFP constitutes an invitation to submit qualifications to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:
1. This RFP does not obligate the County to select, procure or contract for any services whatsoever.
 2. The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting qualifications, agrees to be bound by any modifications made by the County.
 3. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
 4. The County reserves the right to reject all submittals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
 5. The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
 6. The County reserves the right to waive any technicalities or irregularities in the submittals.
 7. The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
 8. The County may request Proposers to send representatives to the County for interviews and presentations.
 9. To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting qualifications, which are found to be reasonably susceptible for award.
 10. The County reserves the right to discontinue negotiations with any selected Proposer.
 11. The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 12. All submittals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned,

and the County reserves the right to utilize all such information contained in the submittals without further cost to the County.

13. The County may add to or delete from the Project Scope of Work set forth in this RFP.
 14. Any and all submittals not received by the submission date shall be rejected and returned unopened.
 15. Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 16. The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any submittal and to observe and investigate the operations of such facilities.
 17. The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
- B. By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.14 COST OF SUBMITTAL PREPARATION AND SELECTION PROCESS

- A. Each submittal, including preparation of all information required to be included in a submittal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the submittal.
- B. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Submittal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.15 LOCAL PREFERENCE POLICY:

- A. The County has a policy of local preference for vendors desiring to do business with the County. This policy is considered in the weighted evaluation scoring of Request for Proposals. Receiving local preference points is based upon a proposing firm having an office in the County.
- B. Only those firms with an office in the County will receive ten (10) points in the RFP evaluation. Points will only be awarded for the Prime Respondent's location; points will not be awarded for sub-consultants or sub-contractors except under a joint venture arrangement.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

- A. The required content of the submittal is further specified in this section of the RFP.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

- A. Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner allowing materials included in the document to be located easily.
- B. Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.
- C. Submittals will be evaluated according to percentage weights, totaling to 100 points, assigned to the following criteria, listed in order of relative importance.

3.3 NUMBER OF COPIES

- A. Number of Copies: Proposers shall submit:
- One (1) original
 - Five (5) copies
- B. All submittals must include the Project Title and RFP number clearly marked on the outside of the envelope or box clearly stating “Phase 2 – Request for Proposals.” Proposers shall submit the following information in the format outlined below.

3.4 PROPOSAL SUBMITTAL FORMAT AND CONTENT

Part 1 – Introduction

- A. **Cover Letter:** Provide a cover letter. The cover letter shall be prepared on the letterhead of the prime firm within the Proposer’s Team and signed by a representative who is empowered to enter into contract with Fulton County on the Proposer’s behalf. The cover letter is intended to acknowledge participation in the RFP phase of this procurement and confirm information submitted in the qualification phase of this procurement. *(Two pages max.)*

The cover letter shall contain at least the following information:

1. Indicate:
 - a. The project, RFP number stating “Phase 2 – Request for Proposals”
 - b. Prime Proposer’s name
 - c. RFP Submittal date
 2. State the designation of the name and type business/venture that will contract with Fulton County.
 3. Confirmation that the firms that comprise the Proposer’s team as submitted in the qualification phase have not changed.
 4. Confirmation that the Proposer continues to:
 - a. have all the capabilities to meet the financial, bonding and insurance requirements and all the necessary resources to successfully complete the project.
 - b. have all the necessary resources to carry out the work
 - c. Certify that your firm will comply with all terms and conditions contained in this RFP and contract documents.
 5. Identify any changes to information submitted in qualification submittals.
- B. Table of Contents:** Provide a table of contents. A table of contents shall be included at the front of each binder, conforming to the organization of information listed below, and all binder sections shall be tabbed with clearly labeled or numbered tabs directly correlating to the table of contents. Submittals shall be bound. *(Number of Pages as required)*
- C. Executive Summary:** The purpose of the Executive Summary is to confirm the information submitted in the Proposer’s qualifications. At a minimum, the Executive Summary shall contain the following information: *(Two pages max.)*
1. Name and corporate headquarter location (address) of prime Proposer’s firm (the firm that will be entering into contract with Fulton County)
 2. Description of the prime company legal structure (corporation, LLC, joint venture, sub-contractor, sub-consultant, etc.)
 3. The general and specific capabilities and experience of the Proposer’s team that the Proposer believes will benefit Fulton County
 4. Other information the Proposer finds pertinent to submit to Fulton County

Part 2 – Organization, Experience & References

A. Organization

Describe your organization and its capabilities in energy management and performance contracting.

1. Indicate how many years the prime Proposer and each team member firms have been involved in delivering energy efficient equipment and services.

-
2. Describe the range of energy management and performance contracting services offered by your corporation.
 3. Provide an organizational chart which shows the project organization for each phase showing each company and each companies assigned staff for technical support, supervision, installation, insurance, bonding and finance company. Include and identify all outside consultants, contractors and vendors on this chart.
 - a. M/FBE Status: For each firm shown on the chart Indicate if the firm is a minority, female or small business enterprise
 - b. Indicate whether the firm is a certified M/FBE in Fulton County with the Fulton County Department of Contract Compliance.
 4. Provide a Team Directory showing each team member and include the following:
 - a. Each team member firm name.
 - b. Corporate home office location, address and phone number
 - c. Submitting office location if other than home office.
 - d. Responsibility of each team member firm.
 - e. Lead executive name and title for each firm.
 - f. Names and company title of assigned staff for each team member
 - g. Title and role of each team member for this project
 - h. Name of each team members insurance company.
 - i. Name of each team members bond company.
 5. Include in this section a list of projects where member's of the Offeror's team have worked together and their respective roles (may be shown as a matrix for convenience.)
 6. Complete the ESCO Profile Form provided in this RFP. Refer to Section 9, Exhibit No. 1 – ESCO Profile Form

B. Experience

Complete a Personnel Profile Form for the personnel who will be directly involved in this project. Refer to and utilize form under Section 9 – Exhibits, Exhibit No. 4 - Personnel Profile Form.

- When completing this information on the forms, consider the project as having three phases:
 - a. I - Development,
 - b. II - Installation, and
 - c. III - Monitoring and Oversight of Operations.
- Identify all individuals with each firm who will have a direct role in each phase. The profile form shall include the following information:

-
1. Designated Project Manager: Identify the designated Project Manager that will be responsible for the work on a day-to-day basis and that will be the primary contact for Fulton County and indicate the reasons (experience, skills and knowledge) your team has selected this person as the lead project manager.
 2. Designated Superintendent(s): Identify the designated superintendent that will be responsible for the work on a day-to-day basis and indicate the reasons (experience, skills and knowledge) your team has selected this person as the superintendent.
 4. Provide a brief description of at least five (5) similar projects which your firm has implemented within the past three years, at least two (2) of which must have been a Guaranteed Energy Performance Contract that has been operating for at least one year. Include in this description
 - a. the number and square foot area of the buildings involved,
 - b. equipment installed,
 - c. services provided,
 - d. annual energy savings from the project in terms of total dollars and percent reduction in cost and energy, and
 - e. sources and levels of operational savings. Compare savings guaranteed versus actual savings achieved. Include contact information
 5. Bonding: Name, address, phone and contact person of each team member's bonding company or companies providing bond for this project.
 6. Insurance: Name, address, phone and contact person of each team member's insurance company or companies providing insurance for this project.
 7. Contract Method with Prime: Method of each team member's contract type with the Prime Proposer. If a joint venture, provide a brief summary of the joint venture describing majority/minority partner responsibilities and the senior joint venture team and structure.

Note: If a joint venture, the Proposer shall complete and submit the Contract Compliance Exhibit F under Section 6.0.

C. References

Project References:

- a. Refer to form in Section 9, Exhibit No. 2 – Project History and Client References.
- b. Furnish at least ten (10) references for Guaranteed Energy Performance Contracting services your company has provided to local, state or federal government facilities.

2. Financial References:

- a. Enclose bonding references including company name, address, contact person, telephone number and information on your firm's maximum bonding capability.

-
- b. Provide a statement certifying that your company is not currently under suspension or debarment by the State of Georgia, any other state, or the federal government.
 - c. Identify your firm's legal counsel for this project.
 - d. Give the name and address of the primary individual responsible for contract negotiation.

Part 3 – Project Approach

A. Technical Approach

Describe how you will calculate the initial baseline energy consumption of a facility and the baseline prior to project startup and how you will monitor the baseline over the life of the contract.

- a. Explain how adjustments for changes in square footage, operating hours or installed equipment will be accounted for
 - b. Identify what information must Fulton County provide
 - c. Identify how are your calculations affected if certain information is not available
 - d. Identify how will you adjust the baseline for year to year weather variations
- 2. Identify what the standards are of service and comfort (temperature, air flow, light levels, etc.) you would typically use for system design along with the documentation that will be used to record these same standards.
 - 3. Identify how you will monitor, verify and report contract performance and savings achieved.
 - 4. Identify the work that will be performed by the ESCO and the work that will be implemented through non-ESCO team members (e.g. consultants, sub-contractors, etc.).

B. Project Management Approach

Describe your team's Project Management approach.

- 1. Indicate whether separate teams shall be used for the audit phase, design phase, construction phase and ongoing administration phase.
- 2. Indicate how quality control, communications and consistency shall be assured
 - a. Identify the quality assurance when there are transitions from one phase to another
 - b. Identify the quality assurance if different teams are handing off one phase to another team to do the next phase
- 3. Indicate if any of the Project Management or Construction Management will be sub-contracted

C. **Proposed Scope of Work**

Provide a detailed written scope of work proposed for the project. Refer to Section 01 010 – Project Summary.

1. State your project understanding, project approach and acceptance of the project scope as given in Volume Two, Section 01 010
2. State the Life Cycle Cost Analysis of chiller efficiencies vs. chiller cost and any recommendations of one chiller over the chiller(s) specified and any other recommendations concerning chiller sizing or other chiller plant efficiency measures.
3. Indicate refrigerant types for proposed equipment.
4. Describe any equipment, systems and materials that are proposed that are proprietary to your company.
5. Include a list of Energy Efficiency Measures (EEMs) proposed for the project that includes equipment brand, model and manufacturer's cut sheets. Describe how these EEMs will interface with and impact remaining County equipment.
6. Provide detailed cost estimates, fully loaded and broken out by EEM.
7. Indicate savings calculations by EEM. Use Forms furnished in RFP and no others.
8. Provide "live" electronic spreadsheets, unlocked, for savings computations and include all calculations and formulae.
 - a. Provide electronic data in a clear vinyl sleeve in your submittal
 - b. Provide electronic data in a format on CD or 3 1/2" disk.
9. Describe in detail any remote operation/control of energy consuming equipment or control systems proposed by the ESCO.
10. Describe your equipment/process commissioning procedures and methods.
11. Describe the use of any open systems protocols proposed in the project and how any of the proprietary equipment proposed is compatible to open systems protocols, e.g., BACNET, LonWorks.
12. Describe how existing equipment will be incorporated, removed or surplus.
13. Describe how your company will assist The County in determining the value of surplus equipment.

D. **Sample Documents**

Provide the following documents in your submittal

1. Sample Measurement & Verification Plan from a completed energy performance contracting project implemented by your firm.
2. Sample Customer Savings Report prepared by your firm from a completed performance contracting project currently in repayment.
3. Sample Operations and Maintenance Manual developed by your firm.
4. Sample Commissioning Plan from a project implemented by your firm.

-
5. Sample of a Completed Investment Grade Technical Energy Audit conducted by your firm. This audit must include detailed energy and economic calculations. Include an Executive Summary, separately bound. See RFP for quantities of sample documents required.

E. Working in Existing Operating Facilities

1. Describe management procedures and controls related to working in operating government administration complexes.
2. Describe management procedures and controls related to working in operating court complexes.

F. Proposed Project Schedule

Refer to 00 302 – Proposed Schedule. Complete and submit a preliminary tasking schedule showing timeline for the activity for major and critical task including contract package development and execution. Give a timeline in the number of calendar days for the respective task.

1. Indicate how your schedule avoids and/or minimizes disruptions to county building operations during normal business hours
2. Identify any major building system disruptions that will be necessary during the work
3. Identify work times in the schedule associated with normal business work hours, after hours or weekend work for the tasks.
4. Provide a schedule for the Government Center Complex work
5. Provide a schedule for the Justice Center Complex work

G. Project Management & Control Systems

Describe the project management, cost control, schedule control software you will utilize.

H. Project Safety Management & Control

1. Safety Plan: Describe your safety management program, implementation plan and controls for the team and each team member.
2. Indicate the Proposer's team procedures with respect to accidents, injuries, lost-time-on-job, and worker's compensation claims.

I. Project Staging Area Requirements

Submit your project requirements for office, staging, storage, workforce parking and other temporary facilities and required space.

J. Proposer Recommended Options and/or Exceptions

This section shall provide the Proposer an opportunity to offer any options or exceptions to requirements in the project summary or identify any exceptions. Any options or exceptions offered must include a basis such as cost savings and/or schedule savings.

Part 4 – Performance Guarantee

- A. Describe in detail the means for guaranteeing the cost savings generated by the modifications to the facility will equal or exceed the costs of performing these modifications. Identify what security (e.g. irrevocable letter of credit, bond, escrow account, etc.) backs up the guarantee.
- B. Identify your approach for monitoring, measuring and verifying energy and operational savings. Describe in detail the various methods your company has used in measuring savings. Describe how annual energy and operational savings are determined and reconciled. Identify your policy relative to projects that do not perform as specified.
- C. Identify your verifiable record on all guaranteed jobs for the past three years as compared with actual performance. Provide a list.
- D. Indicate whether you had projects that did not meet the guaranteed savings within the past five years.
 - 1. If the answer is “yes”, explain how you helped the client recover from this and provide a reference with a current telephone number for each project where savings were less than the guaranteed.
 - 2. Identify what payments have been made by your company due to guaranteed savings shortfalls.

Part 5 - Proposer Financial, Insurance & Bond Information

- A. State the financial structure for the guarantee and provide a narrative for the proposed plan of finance.
- B. Briefly describe the types of financing used by your firm for past guaranteed energy saving contracts, including the source of funds and the potential dollar amounts currently available to your firm to finance these types of projects.
- C. Provide a list of any financial information that a finance company would require of the county. (i.e. audited financials, budget documents etc)

D. Describe the financial condition of your firm.

Financial Statement/Capability (To be submitted in a separate, sealed, appropriately labeled, envelope)

In order for the County to evaluate, verify and understand the Proposer's financial capability, the following documentation is requested for the Proposer:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in your company's financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Proposer (s).
- (5) State whether the Proposer or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

Part 6 – Measurement and Verification of Guaranteed Energy Savings

A. Describe in detail how the energy baseline will be established, monitored and adjusted up to the point of signing the final contract and over the life of the Contract.

1. Explain how adjustments to the baseline will be made to allow for changes in weather, operating schedules, building square footage or equipment installed or removed by Fulton County outside of this contract.
2. Identify what weather data will be used
3. Identify what will be Fulton County's responsibility in reporting to the ESCO the installation of new energy using equipment or the shutting down of equipment or buildings or the construction of new buildings.

NOTE: A licensed copy of any computer program required to establish or monitor the baseline shall be provided to Fulton County by the successful ESCO.

Furthermore, during the life of this project, any updates to M&V software and updates to any other software used in the project shall be provided free of charge to Fulton County by the ESCO.

4. Provide annualized baseline energy usage numbers by type of energy and cost of that energy using the cost of energy during the annual baseline period specified by Fulton County.

-
- B. Describe in detail a proposed plan to monitor and verify energy usage through the life of the contract. Include specific hardware, metering, and software that will be necessary. Identify what alarms or alarm systems will be installed.
 - C. Describe in detail how Guaranteed Savings (both dollars and energy) will be verified. Include the specific responsibilities of Fulton County's and the Offeror's employees to provide monitoring and verification. Discuss maintenance responsibilities of Owner to assure continuance of Guaranteed Savings.

Part 7 - Support Services and Warranties

- A. List all major equipment and components of the Proposal and the warranties supplied with each.
 - 1. Provide a detailed maintenance plan required for major equipment and components of the Proposal.
 - 2. Include descriptions of maintenance required, frequency of maintenance, repairs and expected downtime to perform maintenance and make repairs.
- B. Describe in detail all operation and maintenance training services planned for Fulton County employees to ensure the Guaranteed Savings for the project.
- C. Describe in detail how the EEMs included in the proposal will be kept up-to-date with new technology. Identify what kind of upgrades are included in the Proposal.
- D. List any spare parts, supplies, tools and software that will be left for use by Fulton County maintenance personnel after the project is complete.
- E. Describe how warranty issues will be handled during the life of the contract.

Part 8 – Training

Describe how your firm will determine the training needs for Fulton County's operations and maintenance department.

- A. Describe how your firm can provide training, both on-site and off-site, to operating and maintenance personnel.
- B. Give specific, verifiable examples of how your firm trained operating and maintenance personnel with similar Facility Owners and/or other organizations.

Part 9 - Location of Firm:

Location of Firm & Local Preference Policy: Indicate location of Proposers office (address and county). The County has a policy of local preference for vendors that desire to do business with Fulton County.

Receiving local preference points is based upon a proposing firm or a member of a joint venture Proposer having an office in Fulton County.

Part 10 – Required Forms for Purchasing

Refer to RFP Section 5.0 – Proposal Forms.

- Required Forms: Complete and submit required forms
 - Security (Bid) Bond (Refer to 00 610)
 - Certification of Acceptance of Proposal Requirements
 - Receipt of Addenda
 - Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Proposer/Offeror
 - Non-Collusion Affidavit of Subcontractor
 - Certificate of Acceptance of Request for Proposal Requirements
 - Disclosure Form & Questionnaire
 - Georgia Utility License Certification - **NOT APPLICABLE**

PART 11 - REQUIRED FORMS FOR CONTRACT COMPLIANCE (Separate Envelope)

Refer to RFP Section 6.0 – Contract Compliance Requirements.

- Required Forms: Complete and submit required forms
 - 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
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
- Equal Business Opportunity (EBO) Plan

PART 12 - COST & SAVINGS PROPOSAL (Separate Envelope)

Refer to Section 000 300 for cost and savings proposal forms.

- Complete and submit required forms

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION CRITERIA & WEIGHTS

- A. The following criteria will be used to evaluate the proposals submitted in response to this RFP. Evaluation will include an analysis of proposals by a selection committee composed of three or five voting members
- B. Proposals will be evaluated and scored according to a predetermined weighting of criteria indicated below.

C. Evaluation Criteria & Weighting:

1 Introduction	
A. Cover Letter	Pass/Fail
B. Table of Contents	
C. Executive Summary	
2 Organization, Experience & References	
A. Organization	10-pts max
B. Experience	
C. References	
3 Project Approach	
A. Technical Approach	10 pts max
B. Project Management Approach	
C. Proposed Scope of Work	
D. Sample Documents	
E. Working in Operating Facilities	
F. Proposed Project Schedule	
G. Proposed Cost management & Control	
H. Proposed Safety Management & Control	
I. Project Staging Area Requirements	
J. Recommended Options and/or Exceptions	
4 Performance Guarantee	10 pts max
5 Proposer Financial, Insurance & Bond Information	5 pts max
6 Measurement & Verification of Guaranteed Energy Savings	7.5 pts max
7 Support Services & Warranties	7.5 pts max
8 Training	5 pts max
9 Location of Firm	10 Pts or 0 Pts

10 Required Forms for Purchasing		
A. Security (Bid) Bond	(00 610)	Pass/Fail
B. Procurement Affidavits	(Section 5)	
Form 1 Certification Regarding Debarment	(Section 5)	
Form 2A Non-Collusion Affidavit of Proposer/Offeror	(Section 5)	
Form 2B Non-Collusion Affidavit of Sub-Contractor	(Section 5)	
Form 3 Certification of Acceptance RFP Requirements	(Section 5)	
Form 4 Disclosure Form & Questionnaire	(Section 5)	
Form 5 Georgia Utility Contractor License (Not Applicable)		

11 Required Forms for Contract Compliance (Section 6) (Separate Envelope)		
Exhibit A - Promise of Non-Discrimination	(Section 6)	Pass/Fail
Exhibit B - Employment Record	(Section 6)	
Exhibit C - Schedule of Intended Subcontractor Utilization	(Section 6)	
Exhibit D - Letter of Intent to Perform as Subcontractor	(Section 6)	
Exhibit E - Declaration Regarding Subcontractor Practices	(Section 6)	
Exhibit F - Joint Venture Disclosure Statement	(Section 6)	
Equal Business Opportunity Plan	(Section 6)	

12 Cost and Savings Proposal Form (00 300) (Separate Envelope)	35 pts max
---	-------------------

TOTAL – TECHNICAL & COST	100
-------------------------------------	------------

4.2 SUMMARY OF EVALUATION PROCESS

- A. Technical proposals shall be evaluated first and scored separately from cost proposals.
- B. Interview/presentations are anticipated.
- C. After review and scoring of the technical proposals sealed cost proposals will be opened, evaluated and scored.
- D. The committee will submit a written recommendation to the Fulton County Board of Commissioners for recommendation approval and contract award to the firm with the highest rating based on consideration of RFP technical and cost factors.
- E. The successful Proposer will be required to execute the *Owner/Contractor Agreement* as provided in this RFP. Refer to Section 00 500 – *Owner/Contractor Agreement*.
- F. Investigating references and other submittal content may continue after the Respondent has submitted a proposal. Where findings are inconsistent with

-
- or absent from the representations made in the original submittal the County may consider this grounds for disqualification from the process at the sole discretion of the County. Similarly, adverse material changes in Respondent's financial or other status from those at the time of submittal may also be considered grounds for disqualification at the sole discretion of the County.
- G. The Respondent will be required to establish to the satisfaction of the County, the reliability and responsibility of all persons or entities proposed to furnish and perform the Work described in the RFP.
 - H. After receiving the submittals, the Fulton County Purchasing Department will evaluate the responses, including the Respondent's references, financial statements, experience and other data relating to the Respondent's qualifications. If requested, Respondents may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.
 - I. The Purchasing Department will determine the Respondents responsive to the material terms and conditions of this RFP and then determine the Respondents technically, financially and otherwise capable to perform the project satisfactorily and who meet all other requirements of the project.
 - J. Any submittal may be rejected if determined by the Fulton County Purchasing Department to be non-responsive. The County reserves the right to waive any irregularities or technicalities when determined in its sole discretion, to be minor in nature and in the best interest of the County. Furthermore, any submittal may be rejected if determined by the Fulton County Purchasing Department, in its sole description, the Respondent is not capable of executing the proposed project satisfactorily or fails to provide information relating to such determination.

SECTION 5
PURCHASING DEPARTMENT PROPOSAL FORMS

5.1 INTRODUCTION

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

Purchasing Department Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2A	Non-Collusion Affidavit (Prime) Affidavit
2B	Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Affidavit Form 4	Disclosure Form and Questionnaire
Procurement Affidavit Form 5	Georgia Utility Contractor License (Not Applicable)

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2A Non-Collusion Affidavit Proposer/Offeror

5.2.2B Non-Collusion Affidavit Sub-Contractor

The Proposal shall include a copy of Proposal Form 2, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form 4, which requests disclosure of business and litigation.

5.2.5 Georgia Contractor Utility License - (Not Applicable)

FORM 1 - CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

- (a) *Authority to suspend.*

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

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

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the

Purchasing Agent to be so serious as to justify suspension action:

- a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor 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.

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 _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM 2A - NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(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.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM 2B - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(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 3 - CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR 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.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM 4 - OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

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

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

(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

(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.

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

6. 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.

7. **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.**
8. 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.
9. 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 _____, 2005

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2006

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM 5 – GEORGIA CONTRACTOR UTILITY LICENSE

Not applicable

**SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS**

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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. 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.

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 on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that 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.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

All Contract Compliance documents (Exhibits A – F 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.

The following document must be completed on a monthly basis if awarded the project:

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **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.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check 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) proposed 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.**

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRATOR 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 venture 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 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 known to me to be the person described in the foregoing Affidavit and acknowledge 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: \$ _____

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.

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

7.1 INSURANCE AND RISK MANAGEMENT PROVISIONS

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Offerors shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Offeror that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

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

Accordingly the Offeror shall provide a certificate evidencing the following:

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

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-	\$1,000,000
-----------------------------------	--------	---	-------------

5. UMBRELLA LIABILITY

(In excess of above noted coverage’s)	Each Occurrence	-	\$2,000,000
---------------------------------------	-----------------	---	-------------

6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).

7. **FIDELITY BOND** Each Occurrence - \$ 100,000
(Employee Dishonesty)

8. **BUILDERS RISK**

(If the bid/quotation involves construction-related services the offeror will provide)

"All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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

7.2 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

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

**SECTION 8
SAMPLE CONTRACT**

Refer to Attachment Section 00 500 – Owner/Contractor Agreement for sample contract.

**SECTION 9
EXHIBITS**

The following forms shall be completed and submitted with proposals.

All questions must be addressed by the Proposer in order for these forms to be properly completed. Failure to answer any question or comply with any directive contained in this form may be used as grounds for non-responsiveness.

If a question or directive does not pertain to your organization in any way, please indicate that fact with the symbol N/A and a brief explanation.

For additional space attach 8-1/2" x 11" sheets.

EXHIBIT NO. 1 – ESCO PROFILE FORM

EXHIBIT NO. 2 – PROJECT HISTORY & CLIENT REFERENCES FORM

EXHIBIT NO. 3 – ENERGY SAVINGS PERFORMANCE DATA SUMMARY FORM

EXHIBIT NO. 4 – PERSONNEL PROFILE FORM

**EXHIBIT 1
ESCO PROFILE FORM**

NOTE: If this project is proposed to be implemented as a joint venture or partnership, this form should be completed for each firm, including client references for energy performance contracting projects implemented by each firm.

1. **Firm Name** _____

Business Address _____

City _____ State _____ Zip Code _____

a. Names and Titles of Two Contact People

1) _____ Phone (_____) _____

2) _____ Phone (_____) _____

b. Submittal is for

Parent Company (List any Division or Branch Offices to be involved in this project)

Division (attach separate list if more than one is to be included)

Subsidiary

Branch Office _____

Name of Entity: _____

Address: _____

2. **Date Prepared** _____

3. **Type of Firm** Corporation Partnership Sole Ownership Joint Venture LLC

4. **Federal Employer Identification Number** _____

5. **Year Firm was Established** _____

6. **Name and Address of Parent Company, (if applicable)**

7. Former Firm Name(s), (if applicable)

9. Five Year Summary of Contract Values for Energy Performance Contracting Projects currently under contract with your firm

2005: \$ _____	2002: \$ _____
2004: \$ _____	2001: \$ _____
2003: \$ _____	

EXHIBIT NO. 2
PROJECT HISTORY & CLIENT REFERENCES FORMS

Provide at least four (4) energy performance contracting projects currently in repayment and under contract with your firm.

Limit your response to ONLY those projects that have been managed directly by the specific branch, division, office or any individual in such branch, division or office who will be specifically assigned to this project.

Projects with installed costs of less than \$500,000 or single technology (e.g. lighting only, controls only, etc.) will not be considered.

Attach additional forms as necessary.

All information is required.

Complete and submit a Energy Savings Performance Data Summary for each reference form submitted. Refer to Exhibit No. 3.

PROJECT HISTORY & CLIENT REFERENCE FORM

Reference Form ___ of ___

Project Name and Location	
Project Dollar Amount (installed project costs)	
Primary ECM's Installed	
Owner's Name, Address, Phone	
Date Construction Started	
Date Constructed Completed	
Guarantee Period Start & End Dates	
Dollar Value of <u>Projected</u> Annual Energy Savings	
Dollar Value of <u>Guaranteed</u> Annual Energy Savings	
Method(s) of Savings Measurement and Verification	
Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g., outside maintenance contracts, material savings, etc.)	
Provide the names of the primary personnel involved in this project and their specific roles and responsibilities.	
Provide current and accurate telephone and fax numbers, and email addresses, of the owner's representatives with whom your firm did business on this project. You should ensure that all references are familiar with this project.	

EXHIBIT NO. 3
ENERGY SAVINGS PERFORMANCE DATA SUMMARY FORM

For each project described above under Exhibit No. 3 Project History & Client Reference Form, complete the following tables. Provide energy savings data in fuel units.

Refer to Table on the following page.

1 - Project Name: _____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							
Water Gallons							
Other (Specify)							
Sub-Total							

2 - Project Name: _____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							
Water Gallons							
Other (Specify)							
Sub-Total							

3 - Project Name: _____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							
Water Gallons							
Other (Specify)							
Sub-Total							

4 - Project Name: _____

	Projected	Guaranteed	Achieved				
			Year 1	Year 2	Year 3	Year 4	Year 5
KWH							
KW							
Therms							
Water Gallons							
Other (Specify)							
Sub-Total							

**EXHIBIT NO. 4
PERSONNEL PROFILE FORM**

Complete a Personnel Profile Form for the personnel who will be directly involved in this project.

- When responding to this information, consider the project as having three phases: I - Development, II - Installation, and III - Monitoring and Oversight of Operations.
- Identify all individuals with each firm who will have a direct role in each phase. The profile form shall include the following information:

a	Name of Project Team Member:	
b	Current Job Title: Job responsibilities: Number of years with firm: Primary Office Location:	
c	Educational Background: List all academic degrees, certifications, professional affiliations, relevant publications and technical training.	
d	List all energy performance contracting projects this individual has been involved with during the past 5 years. Include project location, type of facilities, year implemented and dollar value of installed project costs.	
e	Describe the specific role and responsibilities this individual had for each listed project.	
f	Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	
g	Describe any other relevant technical experience.	
h	Indicate the total years of relevant energy-related experience for this individual.	

VOLUME 2 of 2



Vision
People Families Neighborhoods

Mission
To serve, protect and govern in concert with local municipalities

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) NO. 06RFP PHASEGCJC-NH

**Performance Contract
Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation**

- General Services Department -

PROPOSALS DUE DATE AND TIME: Monday, August 28, 2006, 11:00 A.M.

PRE-PROPOSAL CONFERENCE: Monday, August 14, 2006, 2:00 P.M.

PURCHASING CONTACT: Nancy Harrison at (404)-730-4201

E-MAIL: Nancy.Harrison@fultoncountyga.gov

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

**SECTION TOC
TABLE OF CONTENT**

VOLUME 1 of 2

1.0 INTRODUCTION		Section	Page
1.1	Overview	1	1
1.2	Description of Project	1	1
1.3	Background	1	2
1.4	County Objectives	1	3
1.5	Obtaining a Copy of the RFP	1	3
1.6	Pre-Proposal Conference	1	4
1.7	RFP Due Date	1	4
1.8	Delivery Requirements	1	4
1.9	Contact Person & Inquiries	1	4
2.0 INSTRUCTIONS TO PROPOSERS		Section	Page
2.1	Procurement Process	2	1
2.2	Contract Definitions	2	1
2.3	No Contact During Procurement Process	2	2
2.4	Clarification & Addenda	2	3
2.5	Required Submittals	2	3
2.6	Proposal Evaluation	2	4
2.7	Reserved Rights	2	4
2.8	Reserved Rights	2	4
2.9	Not Used	2	4
2.10	Accuracy of RFP & Related Documents	2	4
2.11	Responsibility of Proposer	2	5
2.12	Confidential Information	2	5
2.13	County Rights and Options	2	6
2.14	Cost of Submittal Preparation & Selection Process	2	7
2.15	Local Preference Policy	2	8
3.0 SUBMISSION REQUIREMENTS		Section	Page
3.1	Submission Requirements	3	1
3.2	Overview of Proposal Requirements	3	1
3.3	Number of Copies	3	1
3.4	Proposal Submittal Format and Content	3	1
	o Part1 – Introduction	3	1
	o Part 2 – Organization, Experience & References	3	2
	o Part 3 – Project Approach Proposal	3	5
	o Part 4 – Performance Guarantee	3	7
	o Part 5 – Proposer Financial, Insurance & Bond Information	3	8
	o Part 6 – Measurement and Verification of Guaranteed Energy Savings	3	9
	o Part 7 - Support Services and Warranties	3	9
	o Part 8 – Training	3	10
	o Part 9 - Location of Firm	3	10
	o Part 10 – Required Forms for Purchasing	3	11
	o Part 11 - Required Forms for Contract Compliance (Separate Envelope)	3	11
	o Part 12 - Cost & Savings Proposal	3	11

4.0	RFP EVALUATION – SELECTION CRITERIA	Section	Page
4.1	Proposal Evaluation Criteria & Weights	4	1
	o General	4	1
	o Weighted Evaluation Criteria	4	2
4.2	Summary of Evaluation Process	4	2
5.0	PURCHASING DEPARTMENT PROPOSAL FORMS	Section	Page
5.1	Introduction	5	1
5.2	Procurement Affidavit Forms Description	5	2
	o Form 1 - Certification Regarding Debarment	5	3
	o Form 2A - Non-Collusion Affidavit of Proposer/Offeror	5	5
	o Form 2B - Non-Collusion Affidavit of Subcontractor	5	7
	o Form 3 - Certificate of Acceptance of Request for Proposal Requirements	5	9
	o Form 4 - Disclosure Form and Questionnaire	5	10
	o Form 5 - Georgia Utility License Certification - NOT APPLICABLE	-	-
6.0	CONTRACT COMPLIANCE REQUIREMENTS & EXHIBITS	Section	Page
6.1	Non-Discrimination in Contracting & Procurements	6	1
	o Equal Business Opportunity Plan (EBO Plan)	6	1
	o Prompt Payment	6	1
6.2	Required Forms & EBO Plan	6	2
	o Exhibit A – Promise of Non-Discrimination	6	3
	o Exhibit B – Employment Report	6	4
	o Exhibit C – Schedule of Intended Subcontractors Utilization	6	5
	o Exhibit D – Letter of Intent to Perform as Subcontractor or Provide Materials or Services	6	8
	o Exhibit E – Declaration Regarding Subcontracting Practices	6	9
	o Exhibit F – Joint Venture Disclosure Affidavit	6	10
	o Exhibit G – Prime Contractor/Sub-Contractor Utilization Report Form	6	13
7.0	INSURANCE & RISK MANAGEMENT PROVISIONS	Section	Page
7.1	Insurance & Risk Management Provisions	7	1
8.0	SAMPLE CONTRACT	Section	Page
8.1	Sample Contract (Cross-Reference)	8	1
9.0	EXHIBITS	Section	Page
	o Exhibit No. 1 – ESCO Profile Form	9	2
	o Exhibit No. 2 – Project History & Client Reference Form	9	4
	o Exhibit No. 3 – Energy Savings Performance Data Summary Form	9	6
	o Exhibit No. 4 – Personnel Profile Form	9	7

DIVISION 0 - CONTRACTING & PROCUREMENT REQUIREMENTS

00 300	COST PROPOSAL FORM
00 302	SCHEDULE PROPOSAL FORM
00 440	CONTRACTOR PROVIDED INSURANCE INFORMATION Exhibit H – Insurance Information Form (Contractor & Subcontractor Agreement) Certification Form
00 500	OWNER – CONTRACTOR AGREEMENT (SAMPLE) Article 1 Contract Documents Article 2 Administration Article 3 County Article 4 Contractor Article 5 Subcontractors & Subconsultants Article 6 Work By County or By Separate Contractors Article 7 Miscellaneous Provisions Article 8 Time Article 9 Payments and Completion Article 10 Safety Article 11 Contractor Provided Insurance Article 12 Changes in the Work Article 13 Uncovering and Correction of Work Article 14 Termination of the Contract Article 15 Non-Discrimination in Contracting & Procurement Article 16 Full Performance Representation
00 610	SECURITY (BID) BOND
00 620	PERFORMANCE & PAYMENT BONDS
00 622	PERFORMANCE BONDS

DIVISION 1 GENERAL REQUIREMENTS

01 010	SUMMARY OF WORK
01 040	PROJECT COORDINATION
01 045	CUTTING, CORING & PATCHING
01 050	LAYOUT OF THE WORK
01 090	REFERENCE STANDARDS
01 200	PROJECT MEETINGS
01 310	SCHEDULING OF THE WORK
01 320	REPORTS
01 370	SCHEDULE OF VALUES
01 400	QUALITY CONTROL
01 500	CONSTRUCTION FACILITIES & TEMPORARY CONTROLS
01 560	ENVIRONMENTAL PROTECTION
01 610	MATERIAL & EQUIPMENT HANDLING
01 630	PRODUCTS
01 680	EQUIPMENT & SYSTEMS INSTRUCTION
01 700	PROJECT CLOSEOUT
01 710	CLEANING
01 720	PROJECT RECORD DOCUMENTS
01 730	OPERATING & MAINTENANCE DATA

END OF TABLE OF CONTENTS

SECTION 00 300 – COST PROPOSAL FORM

THIS DOCUMENT MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

**Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation**

Submitted _____, 20____.
(Month) (Day) (Year)

TO: OWNER BOARD OF COMMISSIONERS OF FULTON COUNTY
c/o Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

FROM: PROPOSER

Name: _____

Business Address: _____

Business Phone: _____

Business Fax: _____

The above Proposer is:

- () An Individual
- () A Company
- () A Corporation
- () A Partnership
- () A Limited Liability Corporation
- () Other: (Describe) _____
- () A Joint Venture consisting of: _____

and _____

and _____

and _____

GENERAL:

- A. This Cost Proposal Form includes the following that must be completely filled-in by the Proposer:

- B. Costs shall be provided for the following option areas. Refer to Section 01 010.
 - 1. Chiller Install
 - 2. Computer room 911 HVAC Install
 - 3. VFD Install
 - 4. Plumbing Install

- C. The County reserves the right to implement each or any portion of the options listed.

- D. The Cost Proposal information will be incorporated into Section 0 500 - Owner-Contractor Agreement as an Exhibit.

1. COST PROPOSAL OPTION 1: 15 Year

1- A. Basis of Cost:

a) Chiller Install	\$ _____	ROI (in years) _____
b) Computer room 911 HVAC Install	\$ _____	_____
c) VFD Install	\$ _____	_____
d) Plumbing Install	\$ _____	_____

1-B. 15 Year Amortization Schedule

Year	Date (20YY)	Interest Rate	Principle	Interest	Total (P&I)	Balance
1	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
2	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
3	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
4	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
5	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
6	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
7	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
8	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
9	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
10	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
11	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
12	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
13	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
14	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
15	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL			\$ _____	\$ _____	\$ _____	\$ _____

3. PROJECT COST & SAVINGS SUMMARY FORM

A. Provide a detailed summary of the Total Project Cost. Costs detailed out as follows:

- (1) Detailed Energy Study
- (2) Design
- (3) Equipment
- (4) Installation and Startup
- (5) Manufacturer and ESCO recommended maintenance costs for new equipment for the entire Guaranteed Savings period
- (6) Anticipated repair cost for the Guaranteed Savings period
- (7) Employee training (All training costs both in the base year and during the life of the contract shall include cost of off-site training required to include travel, lodging and meals)
- (8) Any surety/bond for construction (performance and payment bonds)
- (9) Surety bonds for any shortfall between Guaranteed Savings and Actual Savings
- (10) M&V.

B. Quantify the Guaranteed Savings for each EEM by building facility and by energy or utility (i.e. lighting, heat/cooling loss, steam/condensate, etc.). Quantify by both energy/utility units (kwh, btu, etc.) and dollars. State all assumptions used in establishing Guaranteed Savings. (use energy unit costs from baseline period.)
NOTE: In savings calculations, do not include Deferred Capital Expenditures.

C. Quantify any Operational or Maintenance Savings used in the proposal. These savings must be "hard" savings that shall result in a reduction of cash outflow to Fulton County. NOTE: Do not include any labor reductions in calculations.

D. Although Fulton County may provide its own financing for this project, the Offeror is asked to provide optional financing plans, with interest rates, for consideration. The plan should provide for annual financing payments by Fulton County based on an interest rate of 3.5%. The plan should provide a table showing a yearly Termination Value for the Contract if Fulton County decides to terminate the contract for convenience.

E. Complete a Cash Flow Chart for the life of the project showing all expected cash expenditures for Total Project Costs and Guaranteed Savings. Refer top tables below. Use an interest rate to calculate column "(f)" based on proposed ESCO financing as discussed in Item "d" above.

Project Cost in Year "0":

- 1. Cost of the Detailed Energy Study \$ _____
- 2. Cost of design, equipment, installation and start-up \$ _____
- 3. Cost of initial training \$ _____
- 4. Surety/bonds for construction \$ _____
- 5. Surety/bonds for guarantee \$ _____
- Total Cost – Year "0"** \$ _____

15 Year Cash Flow Chart ^{(1) (2)}

Contract Year [a]	Annual Training Cost [b]	Annual Routine, Scheduled & Preventative Maintenance Cost [c]	Annual Repair Cost [d]	Annual M&V	Annual Financing Payment [f]	Annual Guaranteed Savings [g]	Annual Net Cash Flow [h]: $h = g - f - e - d - c - b$
				Cost (e)			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
Total							

20 Year Cash Flow Chart ^{(1) (2)}

Contract Year [a]	Annual Training Cost [b]	Annual Routine, Scheduled & Preventative Maintenance Cost [c]	Annual Repair Cost [d]	Annual M&V	Annual Financing Payment [f]	Annual Guaranteed Savings [g]	Annual Net Cash Flow [h]: $h = g - f - e - d - c - b$
				Cost (e)			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
Total							

Notes: (1) Fulton County reserves the right to enter into Maintenance and/or Repair contracts with the ESCO based on the costs given in the Table above or as negotiated based upon changes to the EEMs proposed to be installed. Fulton County may choose to perform Maintenance and/or repairs with Fulton County personnel as mutually agreed upon between Fulton County and the ESCO. If Fulton County performs maintenance, the ESCO shall provide a detailed list of all maintenance required to maintain savings guarantee.

(2) Do not include any escalation in table above.

(The Remainder of This Page Left Intentionally Blank)

4. CONCLUSIONS:

- A. The undersigned, hereby declares that the only person or persons interested in the Cost Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Cost Proposal or in the Contract to be entered into; that this Cost Proposal is made without connection with any other person, company or parties making a Cost Proposal; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Proposer 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 site, Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Proposer and General Conditions furnished in the RFP; that he has satisfied himself relative to the work to be performed.
- C. The Proposer proposes and agrees, if this proposal 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.
- D. The Proposer agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within the schedule indicated in this RFP document.
- E. The Proposer 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 Proposer proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Proposer also understands that payment will be made on the basis of actual quantities at the unit price 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.
- F. The Proposer 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 Security (Bid) Bond accompanying his proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

G. It is understood that the County shall have the right to waive any informality or irregularity in any bid received, and that it will have the right to reject any or all bids and to re-bid the Contract.

Respectfully submitted:

By: _____
(Authorized signature)

Name: _____

Title: _____

(Seal if by Corporation)

If Bidder is a Joint Venture, include signatures of all joint venture partners below.

By: _____

Title: _____

Firm: _____ (Seal if by Corporation)

By: _____

Title: _____

Firm: _____ (Seal if by Corporation)

By: _____

Title: _____

Firm: _____ (Seal if by Corporation)

END OF SECTION 00 300, COST PROPOSAL FORM

SECTION 00 302 – PROPOSAL SCHEDULE

PROPOSAL SCHEDULE:

1. The facility is currently in service and will remain in service for the duration of the project. In order to minimize disruptions in the facility over the course of the project, the project will be implemented in essentially independent segments.
2. **Attach a proposed schedule detailing the legal, financial, assessment, design/engineering, construction and commissioning tasks associated with the total project development. The schedule shall be provided in a bar critical path (CPM) chart format with detailed tasks shown.**
3. The Proposal Schedule shall be incorporated into Section 0 500 - Owner-Contractor Agreement as an Exhibit.
4. Each segment will be mobilized, equipment installed, started-up, commissioned and accepted by the County as a discrete block of work. Called a Work Area. The acceptance of the last block of work shall define the total acceptance of the project.
2. This Schedule Proposal Form includes the following that must be completely filled-in by the Proposer: The Proposal Schedule information will be incorporated into Section 0 500 - Owner-Contractor Agreement as an Exhibit.

A. Proposal Schedule

1. Construction Schedule: the schedule shall include but not be limited to the following for start and completion dates:
 - a) Bonds, Insurance and Safety Plan
 - b) Site mobilization
 - c) Date the Contractor will mobilize in Work Areas
 - d) Installation (including order/shop drawing./fabrication/delivery),
 - e) Work Area completion date
 - f) Test & balance
 - g) Commissioning
 - h) Warranty period
2. Work Areas:
 - a) Government Center
 - b) Justice Center Tower
 - c) PSB and 911 area

END OF SECTION 00 302 – SCHEDULE PROPOSAL

SECTION 00 440 - CONTRACTOR PROVIDED INSURANCE INFORMATION

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Offerors shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Offeror that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

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

Accordingly the Offeror shall provide a certificate evidencing the following:

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

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
 Combined Single Limits** Each Occurrence - \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY
 (Required if computer contractor) Limits - \$1,000,000

5. UMBRELLA LIABILITY
 (In excess of above noted coverage's) Each Occurrence - \$2,000,000

- | | | | |
|---|-----------------|---|-------------|
| 6. PROFESSIONAL LIABILITY
(Required if respondent providing quotation for professional services). | Each Occurrence | - | \$1,000,000 |
| 7. FIDELITY BOND
(Employee Dishonesty) | Each Occurrence | - | \$ 100,000 |

8. **BUILDERS RISK**
(If the bid/quotation involves construction-related services the offeror will provide)

“All-risk” form of builder’s risk insurance providing coverage against loss or damage by fire or other peril on an “all-risk” form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it’s Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it’s directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it’s acceptance, or the performance, or nonperformance, of it’s obligations under this agreements.

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

SECTION 00 500 – OWNER/CONTRACTOR AGREEMENT (SAMPLE)

AGREEMENT:

Made as on the _____ day of _____, in the year of Two
Thousand and Six.

Between the Owner (County):

FULTON COUNTY BOARD OF COMMISSIONERS
Fulton County Government Center
141 Pryor Street, S.W.
Atlanta, Georgia 30303

And the Contractor:

The Project: Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation

The Work: IFB Number: 06RFPPHASEGCJC-NH

Contract Name: Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation

Contract Sum: Refer to Article 9, Payments & Completion

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 Definitions
- 1.2 Execution, Correlation and Intent
- 1.3 Ownership and Use of Documents
- 1.4 Assembly of Construction Drawings & Specifications Prior to Notice to Proceed

ARTICLE 2 ADMINISTRATION

- 2.1 Fulton County
- 2.3 Administration of the Contract

ARTICLE 3 COUNTY

- 3.1 Definition
- 3.2 Information and Services Required of the County
- 3.3 County's Right to Stop the Work
- 3.4 County's Right to Carry out the Work

ARTICLE 4 CONTRACTOR

- 4.1 Definition
- 4.2 Scope of Work
- 4.3 Review of Contract Documents and Field Conditions By the Contractor
- 4.4 Supervision and Construction Procedures
- 4.5 Labor and Materials
- 4.6 Warranty
- 4.7 Taxes
- 4.8 Permits, Fees and Notices
- 4.9 Owner Allowances
- 4.10 Contractor Supervision
- 4.11 Contractor's Construction Schedule
- 4.12 *(not used)*
- 4.13 Documents and Samples At the Site
- 4.14 Shop Drawings, Product Data and Samples
- 4.15 Use of Site
- 4.16 Cutting and Patching / Existing Structures and Utilities
- 4.17 Cleaning Up
- 4.18 Communications
- 4.19 Copyright, Royalties and Patents
- 4.20 Indemnification

ARTICLE 5 SUBCONTRACTORS AND SUBCONSULTANTS

- 5.1 Definitions
- 5.2 Subcontractual Relations
- 5.3 Awards of Subcontracts

ARTICLE 6 WORK BY COUNTY OR BY SEPARATE CONTRACTORS

- 6.1 County's Right to Perform Work and to Award Separate Contracts
- 6.2 Mutual Responsibility
- 6.3 County's Right to Clean Up

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 Governing Law & Forum Selection
- 7.2 Successors and Assigns
- 7.3 Written Notice
- 7.4 Claims for Damages
- 7.5 Performance Bond and Labor and Material Payment Bond
- 7.6 Rights and Remedies
- 7.7 Tests and Inspections
- 7.8 Interest
- 7.9 Work Performance & Conduct
- 7.10 Severability
- 7.11 Force Majeure

ARTICLE 8 TIME

- 8.1 Definitions
- 8.2 Contract Time
- 8.3 Damages for Late Completion
- 8.4 Delays and Extensions of Time

ARTICLE 9 PAYMENTS AND COMPLETION

- 9.1 Contract Sum
- 9.2 Schedule of Values
- 9.3 Payments
- 9.4 (Not Used)
- 9.5 (Not Used)
- 9.6 (Not Used)
- 9.7 Substantial Completion
- 9.8 Final Completion and Final Payment

ARTICLE 10 SAFETY

- 10.1 Contractor Safety, Health and Loss Prevention Program
- 10.2 Designation of Safety Representative(s)
- 10.3 Safety, Health, and Loss Prevention Process
- 10.4 Compliance of Work, Equipment, and Procedures With All Laws and Regulations
- 10.5 Protection of the Work
- 10.6 Safety Equipment
- 10.7 Emergencies
- 10.8 Suspension of the Work
- 10.9 Contractor Indemnity of the County for Non-Compliance With Safety Program

ARTICLE 11 INSURANCE

- 11.1 Contractor Responsibility to Repair Defective or Damaged Work
- 11.2 Additional Insured
- 11.3 Owner's Right to Audit
- 11.4 Assignment\
- 11.5 Claims
- 11.6 Notices, Costs & Losses
- 11.7 Subrogation & Waiver
- 11.8 Coverage Determined by Policy
- 11.9 Contractor's Liability Insurance

ARTICLE 12 CHANGES IN THE WORK

- 12.1 Change Orders
- 12.2 Concealed Conditions
- 12.3 Requests for Additional Cost
- 12.4 Minor Changes In the Work

ARTICLE 13 UNCOVERING AND CORRECTION OF WORK

- 13.1 Uncovering of Work
- 13.2 Correction of Work
- 13.3 Acceptance of Defective of Nonconforming Work

ARTICLE 14 TERMINATION OF THE CONTRACT

- 14.1 Termination for Default
- 14.2 Termination for Convenience of the County
- 14.3 Termination Provisions

ARTICLE 15 NON-DISCRIMINATION IN CONTRACTING & PROCUREMENT

ARTICLE 16 FULL PERFORMANCE REPRESENTATION

SECTION 00 500

OWNER/CONTRACTOR AGREEMENT (SAMPLE)

THIS AGREEMENT, by and between FULTON COUNTY (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and

_____. (hereinafter referred to as "Contractor")

(Contractor Name)

WITNESSETH:

WHEREAS, the County as a partner in the U.S. Environmental Protection Agency's Energy Star Program (hereinafter referred to as "Energy Star") desires to upgrade mechanical and plumbing systems in County facilities to reduce energy consumption;

WHEREAS, the County, through the Department of General Services, has determined the need to perform maintenance, deferred maintenance and upgrade of mechanical and plumbing systems (collectively, the "Services") at selected County facilities to comply with the requirements of Energy Star;

WHEREAS, the County, by and through its Board of Commissioners, has determined that Contractor is the desired Contractor to arrange the required Services in the most efficient and expeditious manner;

WHEREAS, The Scope of Services for specific County facilities shall be set forth in Exhibit A to this Agreement;

WHEREAS, the County and Contractor desire to enter into an agreement for provision of such;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS - The following is a partial list of terms and their meanings as used in the administration of the project and in the Contract Documents:

1.1.1 Documents:

1.1.1.1 "Proposal Documents" include (1) the Request for Proposals, which is comprised of the Proposal Manual (including Instructions to Proposal, the Proposal Form, and other Proposal information), the Project Manual (including the Owner-Contractor Agreement and other Contract forms, the General Requirements, program documents, specifications, schedules and other project information) and any Drawings which may be bound separately and listed in a List of Drawings included in the Project Manual; and (2) any Addenda to the Invitation for Proposals issued prior to receipt of Proposals.

1.1.1.2 "Contract Documents" for the Work consist of the Proposal Documents and all modifications issued after award of the Contract. A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager pursuant to Article 2 of this Agreement, or (4) a written order for a minor change in the Work issued by the Construction Manager pursuant to Article 12 of this Agreement.

1.1.1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create any contractual relationship of any kind between any persons or entities other than the County and the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the County or any other consultant employed by the County, and any of the Contractor's engineers, consultants, subcontractors or sub-subcontractors.

1.1.2 Construction Documents:

Final design and engineering documents, including drawings, specifications, and other documentation prepared for the Owner under separate contract that may be required to construct the Work.

1.1.3 The Work:

The Work comprises the completed construction required as described in the Contract Documents, and includes all labor, materials, equipment, and services necessary to produce the Work in a complete, finished and operating manner.

1.1.4 The Project:

The Project is the total equipping and construction of which the Work performed under this Contract, as described in the Contract Documents or required by any law, ordinance, code or standard, may be a part.

1.1.5 Approve:

Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims by the Contractor the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of Contractor from responsibilities to fulfill the requirements of the Contract Documents.

1.1.5 Not Used

1.1.6 Directed, Required, Acceptable:

When these words refer to work or its performance, "directed", "required", "requested", "authorized", "selected", "permitted", "ordered", "designated", "prescribed", and words of like implication, mean "by direction of", the County. Likewise, "acceptable", "satisfactory", "in the judgment of", and words of like import, mean "recommended by", "acceptable to", "satisfactory to", or "in the judgment of" the County.

1.1.7 As Shown, As Indicated, As Detailed:

These words, and words of like implication, refer to information contained by drawings and/or specifications describing the Work, unless explicitly stated otherwise in other Contract Documents.

1.1.8 Manufacturer:

An individual, company, or corporation who manufactures, fabricates or assembles a standard product. A standard product is one that is not made to special design, and is furnished either directly to the Contractor or through a material supplier or vendor to the Contractor.

1.1.9 Material Supplier or Vendor:

An individual, company, or corporation who supplies, but who is not responsible for the installation of, materials, products and equipment for this particular contract.

1.1.10 Notice of Award:

This notice is provided by the County to the apparent successful Contractor, and indicates that it is the County's intent to award the Contract to that Contractor, contingent upon the Contractor's execution of the Owner-Contractor Agreement and submission of other necessary documents as specified in the Proposal Documents, and contingent upon the County's subsequent acceptance of same and formal approval of the Contract by the Fulton County Board of Commissioners.

1.1.11 Notice to Proceed:

This notice is provided by the County to the successful Contractor after the County has accepted and approved the Contractor's executed Owner-Contractor Agreement and other documents as required by and specified in the Proposal Documents. The actual date for commencement of the Work shall be extracted from the Notice to Proceed and inserted into the Agreement in the appropriate location, when the County executes the Agreement.

1.1.12 Plans or Drawings:

All drawings, sketches or reproduction of drawings pertaining to required Work.

1.1.13 Product:

The term "product" includes materials, systems and equipment.

1.1.14 Project Manual:

The Project Manual includes the Owner-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information, all contained in one or more volumes.

1.1.15 Cost Proposal:

A complete and properly signed document whereby a Proposer proposes to perform the Work or designated portion thereof for the sums stipulated therein, supported by all data called for by the proposal requirements and documents.

1.1.16 Provide:

As a directive to the Contractor, "provide" means "furnish and install completely, for a fully operational system."

1.1.17 Specifications:

Descriptions, provisions and requirements, pertaining to method and manner of performing work, or the quantities and qualities of materials to be furnished under the terms of the Contract.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Execution of this Owner-Contractor Agreement 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 the Contract Documents.

1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents shall not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3 The organization of the Project Manual and the Specifications provided to the Contractor into divisions, sections and articles, and the arrangement of the Drawings provided to the Contractor, shall not control the Contractor in dividing the Work among subcontractors and trades, or in establishing the extent of work to be performed by any such entity; nor shall any responsibility be

assumed by the County, or Construction Manager for the manner in which the Contractor utilizes such documentation provided to divide the Work among such entities.

- 1.2.4 If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the Owner-Contractor Agreement; the General Requirements; the Technical Specifications; the Drawings. As between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern. All such discrepancies and/or conflicts shall be submitted in writing to the Construction Manager for clarification before the Contractor's Cost Proposal is submitted, so that an addendum may be issued if necessary.

1.3 OWNERSHIP AND USE OF DOCUMENTS

- 1.3.1 All Drawings and Specifications furnished for the performance of the work by the Contractor and the contractor's engineers, consultants and sub-contractors, are and shall remain the property of the County. They are to be used by the Contractor only with respect to this Project and are not to be used on any other project. Submission or distribution of same to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the rights of the County or other reserved rights.

ARTICLE 2

ADMINISTRATION

2.1 FULTON COUNTY

2.1.1 MANAGEMENT APPROACH

2.1.1.1 The County has established a process for the design and construction of infrastructure and facilities projects in its Capital Improvements Program which utilizes a team concept involving the use of a designated Construction Manager. The Construction Manager, in connection with a wide range of services that they provide, assist and support the County in the comprehensive program planning, organization, coordination, control, budgeting, and implementation of the design and construction of each project. It is the County's intent that the Construction Manager and Contractor work as a unified team with the County in the delivery of this project.

2.1.2 THE FULTON COUNTY CONSTRUCTION MANAGER

2.1.2.1 The Construction Manager is the person or entity identified as such herein. The term "Construction Manager" means the County's designated Construction Manager or the Construction Manager's authorized representative.

2.1.2.2 The County has designated a Construction Manager to be responsible for the implementation and delivery of projects within the County Capital Improvements Program. The Construction Manager's services include project-specific planning and management of County contracts for design, construction, and other support services required to complete projects. The Construction Manager also is responsible for all status reporting to the County for Contractor activities, and provides technical and planning support to other County staff. Areas of Construction Manager responsibility may include, depending on project requirements and assignment, 1) program and strategic planning, 2) projects definition, 3) funding coordination, 4) program priority management, 5) review of Contractor's scheduling, 6) Contractor performance parameters, 7) program and project status reporting, and 8) project monitoring and quality assurance, 9) assist in facilitating permitting and regulatory compliance reviews, and, 10) construction contract administration.

2.2 NOT USED

2.3 ADMINISTRATION OF THE CONTRACT

- 2.3.1 The County's designated Construction Manager shall provide administration services for the County as hereinafter described.
- 2.3.2 For the administration and management of this Contract, the Construction Manager shall serve as the County's primary representative. The Construction Manager shall advise and consult with the County on matters related to the contract. The Construction Manager shall exercise full authority on behalf of the County for all matters pertinent to enforcement of the Contract, unless otherwise specifically excluded in this Agreement. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County related to contract administration and performance of the Work shall be forwarded through the Construction Manager, unless directed otherwise by the Construction Manager. Likewise, all correspondence and instructions to the Contractor on behalf of the County shall be forwarded through the Construction Manager.
- 2.3.3 The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.
- 2.3.4 The Construction Manager will visit the site at intervals appropriate to the state of construction to become generally familiar with the progress and quality of the Work, and to determine in general if the Work is proceeding in accordance with the Contract Documents. The Construction Manager will keep the County informed of the progress of the Work, and will endeavor to guard the County against defects and deficiencies in the Work.
- 2.3.5 The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will they be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its subcontractors, consultants, or any of their agents or employees, or any other persons performing the Work.
- 2.3.6 The County, the Construction Manager and any other consultants employed by the County shall at all times, have access to the Work. The Contractor shall provide safe facilities for such access so that they may perform their functions.
- 2.3.7 Based on the Construction Manager's observations and recommendations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts

- owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County for its review and processing payment.
- 2.3.8 The Construction Manager shall render interpretations for the County, of the Contract Drawings and Specifications necessary for the proper execution or progress of the Work.
- 2.3.9 Interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing and/or in graphic form.
- 2.3.10 Matters relating to appropriate operation of an installation or a portion of an installation, the interpretation of the Construction Manager shall be final, if determined that it is consistent with the intent of the Contract Documents.
- 2.3.11 Except as otherwise provided in this Agreement, the resolution of any dispute or disagreement concerning a question of fact arising under this Agreement shall be decided by the Construction Manager. The Construction Manager shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within twenty (20) calendar days from the Contractor's receipt of such decision, the Construction Manager receives in its office a written appeal from the Contractor. The Construction Manager shall render a decision, which shall be final and conclusive. No decision of the Construction Manager shall be pleaded in any suit involving a question of fact arising under this Agreement, provided such decision is supported by substantial evidence and is not fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily implying bad faith. In connection with any appeal proceeding under this Subparagraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending any final decision of a dispute or disagreement hereunder, the Contractor shall proceed diligently with the Work.
- 2.3.12 The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents, and to require special inspection and testing, but will take such action only after consultation with the Construction Manager. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Construction Manager shall have authority to require special inspection or testing, whether or not such Work be then fabricated, installed or completed. Neither the Engineer's nor the Construction Manager's authority to act under this Subparagraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer or the Construction Manager to the Contractor,

any subcontractor, any of their agents or employees, or any other person performing any of the Work.

- 2.3.13 The Construction Manager will receive from the Contractor a copy of all shop drawings, product data, and samples for review.
- 2.3.14 The Construction Manager will review for contract compliance or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall be taken with reasonable promptness. The Construction Manager review of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.3.15 The Construction Manager shall take appropriate action on Change Orders in accordance with this Agreement, and shall have authority to order minor changes in the Work as provided in this Agreement.
- 2.3.16 The Construction Manager shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and shall receive from the Contractor and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 3

COUNTY

3.1 DEFINITION

3.1.1 The County (Owner) is the person or entity identified as such herein. The term "County" means the County or the County's authorized representative. The term "County" also means any agent of the County. The terms "County" and "Owner" may be used interchangeably in the Contract Documents.

3.2 INFORMATION AND SERVICES REQUIRED OF THE COUNTY

3.2.1 The County shall furnish all reasonably available site and building information describing the physical characteristics, legal limitations and utility locations for the site of the Project.

3.2.3 Information or services under the County's control shall be furnished by the County with reasonable promptness.

3.2.4 The County shall forward all instructions to the Contractor through the Construction Manager.

3.2.5 Upon Notice to Proceed, the County will furnish to the Contractor, free of charge, three (3) copies of the Contract Documents, including modifications thereto, and will be furnished, at actual cost of reproduction and delivery, as many additional copies as may be required. Subcontractors and vendors must obtain their copies of the Contract Documents from the Contractor.

3.3 COUNTY'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required in this Agreement, or persistently fails to carry out the Work in accordance with the Contract Documents, the County, by a written order signed personally or by an agent specifically so empowered by the County in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall bear all direct and indirect costs attributable to a work stoppage by the County in accordance with this Subparagraph 3.3.1.

3.4 COUNTY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within seven (7) days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, after four (4) days following receipt by Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor for the cost of correcting such deficiencies, including compensation for the County's Agents or Professional Consultants for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the County are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such herein. The term "Contractor" means the Contractor or the Contractor's designated representative and Sub-Contractors.

4.1.2 The Contractor is the prime entity that provides construction services including labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, furnishings, equipment and other facilities and services for execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work. The term "Contractor" shall be taken to include the Contractor's subcontractors, sub-subcontractors, and other entities providing materials, labor and construction for execution of the Work.

4.2 SCOPE OF WORK

4.2.1 Mechanical upgrade surveys to determine necessary improvements for various County facilities as stipulated by County;

4.2.2 All financing and up-front costs associated with installation, maintenance, and repair of equipment;

4.2.3 Project management for all Services to include project tracking, project schedule development; and

4.2.4 The detailed description of services to be performed under this Agreement shall be set forth in Exhibit A to this Agreement ("Scope of Services Summary")

1. 4.3 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

4.3.1 Starting upon the Contractor's receipt of the Notice to Proceed, the Contractor shall again carefully study and compare the Contract Documents and field conditions of the jobsite and shall immediately report to the Construction Manager any error, inconsistency, ambiguity or omission that may be discovered; or, if no such errors, inconsistencies, ambiguities or omissions are found, the Contractor shall so state in writing to the Construction Manager. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, without

reviewed shop drawings, product data or samples for such portion of the Work and where such review allows fabrication or installation in accordance with the Section 01 340 of the General Requirements.

- 4.3.2 If the Contractor has not performed a complete review of the Contract Documents within thirty (30) days since the Contractor's receipt of the Notice to Proceed, and should dimensional discrepancies, conflicts, or problems of inadequate detail be discovered after that time period has elapsed, the Contractor must report same to the Construction Manager immediately, and then proceed to rectify such dimensional discrepancies, conflicts, or problems of inadequate detail. However, if the dimensional discrepancies, conflicts, or problems of inadequate detail which are discovered after that time period has elapsed are due to the Contractor's failure to properly research and review the Contract Documents, the Contractor will be completely responsible for all additional direct and indirect costs associated with the resolution of the dimensional discrepancies, conflicts, or problems of inadequate detail, if any costs should occur. Additional costs are those direct and indirect costs which are above and beyond the costs which would have been incurred by the County, had there been no occurrence of dimensional discrepancy, conflict, or problem of inadequate detail.

4.4 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.4.1 The Contractor shall provide qualified personnel to supervise and direct the Work. The Contractor shall be solely responsible for all construction, fabrication, delivery, erection, installation, means, methods, techniques, sequences and procedures, and shall coordinate all portions of the Work.
- 4.4.2 The Contractor shall be responsible to the County for the acts and omissions of the Contractor's officers, directors, employees, subcontractors, suppliers, and their agents and employees, and any other persons performing any of the Work.
- 4.4.3 The Contractor shall not be relieved from obligations to perform the Work in accordance with the Contract Documents, either by the activities or duties of the Construction Manager in the administration of the Contract, or by inspections, tests or reviews required or performed by persons other than the Contractor.

4.5 LABOR AND MATERIALS

- 4.5.1 The Contractor shall 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 proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.5.2 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them.

4.6 WARRANTY

4.6.1 The Contractor warrants to the County that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work shall be of good, first quality, free from faults and defects. All Work not conforming to these requirements, including substitutions not properly approved and authorized by the County, may be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions under any other parts of this Agreement.

4.7 TAXES

4.7.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time proposals are received, whether or not yet effective at time of Cost Proposal.

4.8 PERMITS, FEES AND NOTICES

4.8.1 The Contractor shall apply for, pay for and secure all permits required for the proper execution of the Work, including all required land disturbance, demolition, and building permits issued by Fulton County and/or any other authority having jurisdiction. The Contractor shall secure and pay for all other permits and governmental fees required to execute the Work, including but not limited to licenses and inspections necessary for the proper execution and completion of the Work, and for the occupancy of the Work upon Substantial Completion and which are legally required at the time bids are received.

4.8.1.1 Other permits required by any agency or department of Fulton County Government, or any other jurisdiction must be paid for and obtained by the Contractor.

4.8.1.2 Contractor shall be responsible for obtaining interim and/or final Certificates of Occupancy from the authority having jurisdiction. The Contractor shall be responsible for all costs which may be necessary in order to obtain these certificates.

4.8.1.3 Contractor shall be responsible for coordinating any new water and sewer taps or modifications to existing ones for the project including all fees. Cost of meters, vaults, valves and other materials and labor shall be the responsibility of the Contractor.

4.8.2 The Contractor shall give all notices and comply with all laws, codes, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction which bear on the performance of the Work. The Construction Manager shall be notified in writing of any jurisdiction observations or inspections that require changes to the design and engineering requirements in the Contract Documents.

4.8.3 If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the Construction Manager in writing, and any necessary changes shall be accomplished by appropriate modification. All necessary modifications shall be issued to the Contractor in writing by the Construction Manager.

4.8.4 If the Contractor performs any Work knowing it to be contrary to applicable laws, statutes, building codes, and regulations, and such Work is performed without notice of such having been made to the Construction Manager, the Contractor shall assume full responsibility therefore and shall bear all direct and indirect costs and liabilities attributable thereto.

4.9 OWNER ALLOWANCES

4.9.1 The Contractor shall include in the contract sum all allowances stated in the Contract Documents.

4.9.2 The total amount of each Owner allowance is exclusively for County use.

4.10 CONTRACTOR SUPERVISION

4.10.1 The Contractor shall employ a competent, full time, experienced superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall have project experience comparable to the Contract scope, type, size and cost and shall have full authorization by the Contractor to fully represent the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

- 4.10.2 The superintendent shall remain on the Project not less than eight (8) hours per day, five days per week minimum, unless the job is closed down due to a general strike or conditions beyond the control of the Contractor, or until Termination of the Contract in accordance with the Contract Documents. The superintendent shall not be employed on any other Project during the course of this Work.
- 4.10.3 The superintendent or project supervisor shall be satisfactory to the Construction Manager and shall not be changed except with the consent of the Construction Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. At any time during the execution of the Work, should the superintendent become unsatisfactory to the Construction Manager, the Contractor shall within 15 (fifteen) days upon receiving written notice from the Construction Manager, remove and replace the superintendent. Any such replacement superintendent shall be satisfactory to the Construction Manager.
- 4.10.4 In the event that any of the following conditions shall exist, the Contractor shall require that its superintendent be at the job site not less than ten (10) hours per day, six (6) days per week. This shall be done at no additional cost to the County.
- 4.10.4.1 should Substantial Completion not be accomplished on schedule;
- 4.10.4.2 should Final Completion not be accomplished on schedule;
- 4.10.4.3 should a schedule review show the Contractor to be fourteen (14) or more days behind schedule at any time during construction up until 30 days prior to a scheduled Substantial Completion;
- 4.10.4.4 should the schedule review show the Contractor to be seven (7) or more days behind schedule at any time during the last thirty (30) days prior to scheduled Substantial Completion.
- 4.10.5 The Contractor's superintendent shall document work activities and conditions on a daily basis. Reference Section 01 320 of the General Requirements for procedural details.
- 4.10.6 The Contractor shall implement a safety program and provide a Safety Coordinator with at least an OSHA 100 certification.

4.11 CONTRACTOR'S CONSTRUCTION SCHEDULE

4.11.1 The Contractor shall prepare and submit for the Construction Manager's review a detailed Contractor's Construction Schedule for the Work, which shall provide for expeditious and practicable execution of the Work. The schedule shall not exceed time limits indicated under this Agreement and shall be revised at intervals as required by conditions of the Work and the Project. Schedules shall be kept current and updated and submitted monthly with a written report of changes. The Contractor shall also submit to accompany the construction schedule, a schedule showing percentage amount of work completed and dollar value for each month of construction.

4.11.2 The Contractor shall prepare and keep current, for the Construction Manager's review, a schedule of submittals which is coordinated with the Contractor's construction schedule. Schedule shall show submittal date, date sent to Construction Manager, date received from Construction Manager, dates of receipt from and return to subcontractors and suppliers, and action taken.

4.12 *(Not Used)*

4.13 DOCUMENTS AND SAMPLES AT THE SITE

4.13.1 The Contractor shall maintain at the Project site, on a current basis, one record copy of all Drawings, Specifications, Shop Drawings, Samples, Product Data, Addenda, Change Orders, Modifications and other documents related to the Work in good order and marked currently to record all changes made during construction. These shall be available to the Construction Manager for review at any time and shall be delivered to the Construction Manager for submittal to the County upon completion of the Work. The Contractor shall advise the Construction Manager on a current basis of all changes in the Work made during construction.

4.14 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.14.1 The Contractor shall prepare and submit to the Construction Manager, per the procedures contained in Section 01 340 of the General Requirements, a comprehensive Submittal Register for review and approval by the Construction Manager.

4.14.2 The Contractor shall prepare, review, approve and submit to the Construction Manager, with reasonable promptness and in such sequence as to cause no delay in the Work or to any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents for review. The Contractor shall coordinate its Shop Drawings, Product Data and

Samples with those of other separate contractors, if any. Reference Section 01 340 of the General Requirements for definitions and procedural details.

- 4.14.3 By approving and submitting Shop Drawings, Product Data, and Samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto, or shall do so with reasonable promptness, and has checked and coordinated the information contained within such submittals between all trades and with the requirements of the Work, the Project and the Contract Documents.
- 4.14.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Construction Manager's or County's review of Shop Drawings, Product Data or Samples, unless the Contractor has clearly and specifically informed the Construction Manager in writing of such deviation at the time of submission and the Construction Manager has taken no exception to the specific deviation. The Contractor shall not be relieved of responsibility for errors and omissions in the Shop Drawings, Product Data or Samples by the Construction Manager's review.
- 4.14.5 The Contractor shall make any corrections required by the Construction Manager and shall resubmit the required number of corrected copies of Shop Drawings/Product Data or new Samples. Resubmittal of Shop Drawings, Product Data, or Samples necessitated by required corrections shall not be cause for an extension of time. The Contractor shall direct specific attention in writing on resubmitted Shop Drawings, Product Data or Samples to revisions other than the corrections requested on previous submittals.
- 4.14.6 Resubmitted Shop Drawings, Product Data, or Samples necessitated by required corrections due to nonconformance with the Contract Documents which contain the same nonconformity as the first submittal shall be reviewed with the Contractor's understanding that all associated labor costs of said review will be back-charged to the Contractor, and drawn against the next sequential payment application.
- 4.15 USE OF SITE
- 4.15.1 The Contractor shall confine operations at the site to areas permitted by the Fulton County General Services Department, law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the existing administrative or court operations at the site with any work, materials or equipment. The Contractor shall control accessibility to the site and not unreasonably impede the normal flow of traffic in the vicinity, including truck and equipment entrances, allowable use of contiguous sidewalks and streets, and parking facilities.

4.15.2 Work Areas and Staging: The Contractor shall develop a work area and staging program and shall submit to the General Services Department for review. The program shall include but not be limited to:

4.15.2.1 Area for Contractor and Sub-Contractor trailers, if any

4.15.2.2 Secured materials and equipment storage

4.15.2.3 Materials yard storage

4.15.2.4 Waste management

4.15.2.5 Workforce ingress, egress and parking

4.15.2.6 Workforce rest areas

4.15.2.7 Delivery ingress and egress

4.15.2.8 New security perimeters

4.15.2.9 Modifications to existing security perimeters

4.16 CUTTING AND PATCHING / EXISTING STRUCTURES AND UTILITIES

4.16.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work.

4.16.2 The Contractor shall not damage or endanger any portion of the Work or the work of the County or any separate contractors by cutting, patching, excavation or otherwise altering any Work. The Contractor shall not cut or otherwise alter the work of the County or any separate contractor except with the written consent of the County and of such separate contractor. The Contractor shall not unreasonably withhold from the County or any separate contractor consent to cutting or otherwise altering the Work. Reference Section 01 045 of the General Requirements for details regarding cutting and patching.

4.16.3 The Contractor shall coordinate and be responsible for any modifications to existing structures which may be required to complete the Work.

4.16.4 Construction operations that require physical connection to existing operating buildings or structures and/or affect air quality, noise or utilities, shall be maintained so as to not interfere with any existing ongoing building operations.

4.16.5 The Contractor shall coordinate and be responsible for all modifications and connections to the existing utilities, as well as be responsible to coordinate any upgrades and new utility work.

4.17 CLEANING UP

4.17.1 The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations, and shall adhere to all of the terms of the General Requirements. At the completion of the Work, the Contractor shall remove all the waste materials and rubbish from and about the Project as well as all the tools, construction equipment, machinery and surplus materials.

4.17.2 If the Contractor fails to clean up adequately, the County may do so as provided in Paragraph 3.4 of this Agreement, and the cost thereof shall be charged directly as a deduct to the Contract Sum.

4.18 COMMUNICATIONS

4.18.1 The Contractor shall forward all communications to the County through the County designated Construction Manager.

4.19 COPYRIGHT, ROYALTIES AND PATENTS

4.19.1 The Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights, and shall hold the County, the Construction Manager, and other consultants of the County for the Project, and their agents and employees, harmless from loss on account thereof. If the Contractor has reason to believe that the design, process or product selected is an infringement of a patent, it shall be responsible for such loss unless such information is promptly given to the County.

4.20 INDEMNIFICATION

4.20.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, the Construction Manager, and other consultants of the County for the Project, and their agents and employees from and against any and all claims, damages, losses and expenses, including, but not limited to, attorneys' fees and claims for contribution arising out of, resulting from

or related to the performance of the Work, provided that any and all such claims, damages, losses or expenses are caused in whole or in part by any act, error, omission, or negligence of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.20.

4.20.2 In any and all claims against any person or entity indemnified under this Paragraph 4.20 by any officer, director, or employee of the Contractor, any subcontractor, 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 Paragraph 4.20 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

- 5.1.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform any portion of the Work. The term "subcontractor" means a subcontractor or an authorized representative thereof. The term "subcontractor" does not include any separate contractor who may be hired by the County or the Construction Manager or any separate contractor's subcontractors.
- 5.1.2 A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any portion of the Work. The term "sub-subcontractor" means a sub-subcontractor or an authorized representative thereof.

5.2 SUBCONTRACTUAL RELATIONS

- 5.2.1 By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the County and the Construction Manager. Said agreement shall preserve and protect the rights of the County and the Construction Manager under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Documents, has against the County. Wherever appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their sub-subcontractors.
- 5.2.2 The Contractor shall make available to each proposed subcontractor, prior to the execution of such entities' agreement with the Contractor, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 5.2, and identify to the subcontractor any terms and conditions of the proposed agreement which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such Documents available to their sub-subcontractors, who shall also be bound therein.

5.2.3 In the event that a subcontractor or sub-subcontractor fails to perform as required according to the Contract Documents, the Contractor, at the written direction of the County or the Construction Manager and after such notice as is proper according to the Contract Documents, shall direct and guarantee the removal or replacement of said subcontractor or sub-subcontractor at no cost to the County. If desired by the County, the work which was to be performed by the subcontractor or sub-subcontractor shall then be removed from the Contractor's Work and shall be performed by contractors working directly for either the County or the Construction Manager.

5.3 AWARDS OF SUBCONTRACTS

5.3.1 Unless otherwise required by the Contract Documents or the Request for Proposal Documents, the Contractor, within ten (10) days after the receipt of the Notice of Award of the Contract, shall furnish to the Construction Manager in writing for review by the County and the Construction Manager, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work and executed Contract Compliance Exhibits C, D and E. This requirement shall be coordinated with the requirement for a similar submittal described in Subparagraph 4.5.3 above.

5.3.2 The Construction Manager will promptly reply to the Contractor in writing stating whether or not the County or the Construction Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Construction Manager to reply within ten (10) days shall constitute notice of no reasonable objection.

5.3.3 The Contractor shall not contract with any such proposed person or entity to whom the County or the Construction Manager has made reasonable objection under the provisions of this Paragraph 5.3.

5.3.4 If the County or the Construction Manager has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the County and the Construction Manager have no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in costs occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted responsively within ten (10) days by submitting name as required by Subparagraph 5.3.1.

5.3.5 The Contractor shall make no substitution for any subcontractor, person, or entity previously selected if the County or the Construction Manager make reasonable objection to such substitution.

ARTICLE 6

WORK BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 COUNTY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 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.

6.1.2 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.

6.1.3 Prior to any separate contractor starting work, the County shall require that such separate contractor submit an executed insurance certificate indicating all coverages required by the separate contractor's Contract Documents are in effect, or otherwise be covered under the County's Owner-Controlled Insurance Program.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the County and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

6.2.2 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 within fourteen (14) days to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. 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.

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

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the County, or to other work or property on the site, the Contractor shall promptly remedy such damage.

6.2.5 Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager, and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages against such other contractor as the third party beneficiary under the contract between such other contractor and the County or the Construction Manager.

If, after reasonable attempts at resolution, the Contractor and any separate contractor involved in such a third party damages claim are unable to resolve such dispute, the Construction Manager shall intervene to assist the parties in the settlement of such claims. The Construction Manager may make monetary determinations as necessary in order to resolve the issue. Such determinations shall be final. Such action shall in no way prejudice the County's position as stated in the preceding paragraph or elsewhere in the Contract Documents.

6.2.6 Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall, with the supervision of the Construction Manager, establish a mutually acceptable schedule and procedures that shall permit all jobs to proceed with minimum interference.

6.3 COUNTY'S RIGHT TO CLEAN UP

6.3.1 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 Construction Manager shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW & FORUM SELECTION

7.1.1 The Contract shall be governed by the laws of the State of Georgia and all other applicable local laws and statutes unless indicated otherwise.

7.1.2 The Contract shall be deemed to have been made and performed in Fulton County, Georgia. All suits or causes of action that may arise out of the Contract shall be brought in the courts of the State of Georgia in Fulton County.

7.1.2 The Georgia Open Records Act, O.C.G.A. 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to this Agreement may be subject to release to the public, to include documents turned over to the County. Contractor shall promptly cooperate with and provide assistance to the County in rapidly responding to the Open Records Act requests no later than 24 hours following receipt by Contractor of any such requests. Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The County and the Contractor respectively bind themselves, their partners and successors, to the other party hereto and to the partners and successors of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, or the proceeds therefrom, or sublet it as a whole without the written consent of the other.

7.3 WRITTEN NOTICE

7.3.1 All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, to the person and address provided herein. Any notice transmitted according to this Paragraph 7.3 shall be deemed to have been delivered as required by the contract. If delivered in person, the notice shall be effective as of the date of such delivery. If transmitted by mail, the notice shall be effective as of the date it is placed in the mail by the sender.

7.3.2 Written notices to the County, relative to the project, shall be made through the Construction Manager:

Director
Fulton County General Services Department
Fulton County Government Center
141 Pryor Street SW, Suite G-119
Atlanta, GA 30303

7.3.3 Written notices to the Contractor relative to this contract shall be sent to:

7.4 CLAIMS FOR DAMAGES

7.4.1 Should the Contractor suffer injury or damage to person or property because of any act or omission of the County or any of the County's employees, agents, or others for whose acts the County is legally liable, notice of claim shall be made by the Contractor in writing **within twenty (20) days** after the first observance of such injury or damage.

7.4.3 The notice requirements under Articles 7.4.1 are conditions precedent to the assertion of any claim by the Contractor. If the Contractor fails to give the Owner timely written notice of a claim, as required by Articles 7.4.1, the Contractor will be deemed to have waived the claim, and the Owner shall have no further liability respecting the claim. The right of the Owner to receive notice of claims under Articles 7.4.1 may not be waived or modified by the Owner except in writing, and the Contractor shall not rely on any purported waiver of this notice requirement by verbal instructions or other conduct of the Owner."

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Contractor is required to furnish a Labor and Materials Payment Bond and a Performance Bond in penal sums of at least the full amount of the Contract, issued by a surety registered to do business in the State of Georgia and acceptable to the County. These bonds shall secure the faithful performance of the Contract, and the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for professional services, construction labor, materials or equipment of any nature employed or used by it in performing the Work.

7.5.2 The bonds shall be written on forms acceptable to the County. Refer to Section 00 610 of the Project Manual for required terms and conditions.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Owner-Contractor Agreement and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the County the Construction Manager, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS AND INSPECTIONS

7.7.1 All testing and inspection, whether required by the specification sections or by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction, or whether performed by the Contractor for quality control, shall be at the Contractor's expense unless otherwise indicated in the Contract Documents. The Contractor shall procure and pay for the services of an independent testing and inspection agency registered in Georgia, and acceptable to and for the County. The Contractor shall submit testing and inspection agency qualifications and a comprehensive work plan specific to project to the Construction Manager, with a listing of testing and inspection work required by the Contract Documents, all of which shall be reviewed and accepted by the Construction Manager prior to commencement of any testing or inspection services. Services shall include but not be exclusive of the following:

7.7.1.1 Soils (below pavement, foundations and slabs)

7.7.1.2 Foundations (subgrade preparation, reinforcement and concrete)

7.7.1.3 Concrete work (subgrade preparation, reinforcement and concrete)

7.7.1.4 Structural steel connections

7.7.1.5 Masonry/Reinforced Masonry

7.7.1.6 Welding

- 7.7.1.7 Paving (subgrade preparation, installation)
- 7.7.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Construction Manager **forty-eight (48) hours advance notice** of its readiness so the Construction Manager and/or other representative of the County may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.
- 7.7.3 If the County, the Construction Manager, or public authority having jurisdiction determines that any Work requires special inspection, testing or approval which this Paragraph does not include, the Construction Manager shall, upon written authorization from the County, instruct the Contractor to make arrangements for such special inspection, testing or approval, by an entity acceptable to the County. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for Construction Manager's and/or other consultant's additional services made necessary by such failure, if any; otherwise the County shall bear such costs, and an appropriate Change Order shall be issued.
- 7.7.4 Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Construction Manager.
- 7.7.5 If the County, the Construction Manager, or other consultant wishes to observe the inspections, tests or approvals required by the Contract Documents, they shall do so promptly and, where practicable, at the source of supply.
- 7.7.6 In the event notice of readiness pursuant to Subparagraph 7.7.2 above, shall have been issued prematurely by the Contractor, his action shall be deemed to be a "false start," and the Contractor shall be liable for the damage resulting from the aforesaid false start, including but not limited to, the salary, professional fees and travel and living expenses of the persons or parties inconvenienced by the false start.
- 7.7.7 Neither the observations of the County, the Engineer, or the Construction Manager, in their administration of the Contract, nor inspections, tests or approvals by persons other than the Contractor, shall relieve the Contractor from his obligations to perform the work in accordance with the Contract Documents.

- 7.7.8 Re-inspections and re-tests to confirm compliance after corrections have been made shall be paid for by the Contractor.
- 7.7.9 All references to standard specifications, American National Standards Institute (ANSI) Standards, American Society for Testing and Materials (ASTM) Standards, or standard methods, trade association standards, or other material of like character in the Contract, shall mean the latest revision or edition of the pertinent standard or specification in effect as of the date of Cost Proposal submission unless a specific date is established in the Contract Documents.
- 7.7.10 Where these methods (ASTM designations; other test standards) or criteria have not been stipulated in the Contract Documents, the Contractor may contest the applicability of methods or criteria to be used or which have been used.
- 7.7.11 If any test indicates a failure to comply with Contract requirements, the Contractor, at its own expense and subject to the following conditions, may promptly undertake counter-testing for the purpose of demonstrating compliance with Contract requirements.
- 7.7.12 Counter-tests shall be undertaken and concluded within fourteen (14) days after notice to Contractor of failure of previously conducted tests. The testing agency shall be selected by the Contractor, but shall be subject to approval by the County, the Engineer, and/or the Construction Manager. Quantity and nature of counter-tests shall be determined by the County after consultation with the Contractor and others. The tests may be observed by the County's representatives and timely advance notice of date, hour and place shall be provided by the Contractor per Subparagraph 7.7.2 above. Application of Paragraph 13.2 of this Agreement is stayed pending reports on the counter-tests, provided that such reports are delivered within seven (7) days of completion of test.
- 7.7.14 If the counter-tests indicate defective work or failure to conform to the Contract Documents, the Engineer or the Construction Manager may reject the work.
- 7.7.16 The Contractor shall provide the Construction Manager with a copy of all inspection and test reports. Reports indicating compliant results shall be distributed on white bond paper and reports indicating non-compliance for a specific test shall be distributed on yellow bond paper.
- 7.8 INTEREST
- 7.8.1 PROMPT PAY PROVISION: The COUNTY shall make monthly partial payments to the CONSULTANT in accordance with the provisions of the Contract Documents. COUNTY and

CONSULTANT, their agents and assigns, agree that in the event any contract provision pertaining to the time of payment, conditions precedent to payment, the rate of payment, and any rates of interest, differs from any provision of the Georgia Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Contract provision shall control.

7.9 WORK PERFORMANCE & CONDUCT

7.9.1 The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

7.9.2 The County may request the Contractor to immediately remove from this assignment and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:

7.9.2.1 Neglect of duty.

7.9.2.2 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

7.9.2.3 Theft, vandalism, immoral conduct or any other criminal action.

7.9.2.4 Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the County.

7.9.2.5 Other reasons that adversely affect the performance of the work.

7.10 SEVERABILITY

7.10.1 If any provision of this Agreement is held to be unenforceable by for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

7.11 FORCE MAJEURE

7.11.1 Neither the County nor the Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including,

but not limited to, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE 8

TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents from issuance of a Notice to Proceed to the Contractor's Substantial Completion of the Work as defined below, including authorized adjustments thereto.
- 8.1.2 The date of award of the Contract is the date specified in the Notice of Award. This is the date which should be used on the certificate of insurance, performance and payment bonds, and any other information required prior to the issuance of a Notice to Proceed by the County. This date shall also be the date entered in the Contract Documents on page 1 of this Agreement. In the event of a conflict between these dates, the date indicated in this Agreement shall prevail.
- 8.1.3 The date of commencement of the Work is the date established in the Notice to Proceed.
- 8.1.4 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Engineer and the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the County or the County's separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. A Certificate of Occupancy is required to achieve Substantial Completion, as well as submission of complete and final project record documents to the Construction Manager for review, including record drawings, operation and maintenance manuals, warranties and other submittal requirements detailed in the General Requirements.
- 8.1.5 The Date of Final Completion of the Work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including rectification of all punch list items, and when all record documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the Construction Manager.
- 8.1.6 The term "day" as used in the Contract Documents shall mean "calendar day" unless specifically designated otherwise.
- 8.1.7 The term "milestone" shall mean a date at which an intermediate portion of the Work must be completed, as indicated in the Contract Documents.

8.2 CONTRACT TIME

8.2.1 The Contractor shall begin the Work on the date specified in the Notice to Proceed. The Contractor shall carry the Work forward expeditiously with adequate forces and achieve the milestones and completion date as defined in Exhibit B – Cost and Schedule Detail:

8.3 DAMAGES FOR LATE COMPLETION

8.3.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor confirms that the Contract Time is a reasonable period for performing the Work. It is understood and agreed by the Contractor that failure to meet the time limits shall result in damages to the County for which the Contractor shall be liable, including, but not limited to the County's:

8.3.1.1 Costs for extended professional services (program management, construction management, Engineer's construction administration, etc.),

8.3.1.2 Other costs and expenses incurred by the County for failure by the Contractor to meet the time limits.

8.3.2 Pursuant to Subparagraph 8.3.1 above, the Contractor and the Contractor's surety shall be liable for and shall pay the County the sum herein stipulated as liquidated damages for each calendar day of delay beyond the Substantial Completion Date required by Subparagraph 8.2.2 of this Owner-Contractor Agreement, adjusted for any schedule extensions which may be granted by the County by Change Order, until the Work is considered substantially complete. This sum represents an amount which is estimated to be incurred by the County, for the damages described in Subparagraph 8.3.1 above, as a direct result of the Contractor's delay, should such delay occur. This amount shall be \$ 250.00 per calendar day.

8.3.3 The sums which may be paid by the Contractor for liquidated damages are strictly designed to cover the estimated losses to the County as a direct result of possible Contractor delays on the project. The assessment of liquidated damages in no way limits the amount of damages which may be recoverable by the County for the completion of unfinished or defective work performed by the Contractor.

8.4 DELAYS AND EXTENSIONS OF TIME

- 8.4.1 It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion of the Work, including any activities to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Contract Time specified in this Contract shall commence on the date specified in the Notice to Proceed. The County and separate contractors are entitled to rely upon such dates which by its acceptance of this Contract, have been agreed upon by the Contractor.
- 8.4.2 The Contractor agrees that said Work shall be executed regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed that the Contractor has considered all contingencies and factors affecting its ability to perform all the Work within the time specified, including among others, delays caused by bad weather and other possible delays caused by the industrial conditions prevailing in this locality, and after consideration of these factors, it has made an allowance for such factors before agreeing to the completion date specified in the Contract Documents, and does, further, agree that all things considered, such completion date is a reasonable time for completion of all Work to be performed hereunder, without the need for any extension of time or any other reasons than those specified below.
- 8.4.3 Completion time shall not be extended for normal bad weather. If weather is an influence on the project logistics and ingress and egress of the workforce and equipment, the following bad weather days per month shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time shall only be granted for days beyond those listed below for which work was actually significantly impeded or precluded by bad weather. The burden of proof and documentation for such request for additional time beyond the days shown below shall rest solely with the Contractor. Documentation must clearly show the additional weather days are historically unique to the area. No change in Contract Sum will be granted by the County for adjustments to the Contract Time due to weather.

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	2 days
November	5 days
December	9 days

- 8.4.3.1 Only those days lost in excess of the cumulative allowable number of bad weather calendar days, according to the schedule above, will be considered.
- 8.4.3.2 Time extensions for time losses due to severe weather conditions will not be considered in fractions of less than one-half (1/2) day.

- 8.4.4 It is further agreed that time is of the essence of each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any of the Work, the new time limit fixed by such extension shall be of the essence of this Contract.
- 8.4.5 The County and Construction Manager shall not be responsible or liable to the Contractor for compensation, damages, expenses or any other costs as a result of, or due to any delays, impact and/or acceleration.
- 8.4.6 In no event shall delay damages be due resulting from the Contractor's submittal of a schedule indicating early completion of the Work, regardless of whether such schedule is acknowledged or approved by the Construction Manager, which is then followed by the Contractor's subsequent completion of the Work on a later date but still within the Contract Time, regardless of cause.
- 8.4.7 If the Contractor is delayed at any time in the progress of the Work by any of the following causes, or by any other cause which the Construction Manager determines may cause the delay, then the Contract Time may be extended, without cost as a no cost change order, for such time as the Construction Manager may determine when the delay in completion of work is due:
- 8.4.7.1 to any preference, priority or allocation order duly issued by Government or the County.
 - 8.4.7.2 to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, restricted to acts of God, or of the public enemy, acts of a separate contractor in the performance of the Contract with the County, fire, floods, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or other unusual delays in transportation, and unusually severe weather in excess of normal weather losses allowed in Subparagraph 8.4.3 above.
 - 8.4.7.3 to any delays of subcontractors or suppliers occasioned by any of the causes specified except that delays occasioned by the failure of the Contractor, subcontractors, or suppliers to issue purchase orders with sufficient lead time to assure delivery by the date needed, and production line schedule delays of the product manufacturer, shall not be considered grounds for a time extension.
- 8.4.8 Provided further, that the Contractor shall, **within ten (10) days** from the beginning of such delay notify the County through the Construction Manager as agent for the County, in writing, of the causes of the delay for each delay caused by reasons other than the weather, and provide whatever supporting or substantiating information required by the Construction Manager. The

Construction Manager shall, where possible, ascertain the facts and extent of the delay or delays for time extension, other than those caused by weather, filed by the Contractor and report his findings and recommendations to the County no less frequently than monthly. If the Construction Manager recommends a time extension, it shall be documented in a no cost change order. In cases where a time extension is filed, except those that are of a continuing nature and extend beyond the normal monthly reporting period stated herein, the Construction Manager shall ascertain the facts and render its recommendation within thirty (30) days of the receipt of the final data relating to the time extension.

8.4.9 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.3.8 of this Agreement shall be furnished, then no time extension for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless need for such time extension is clearly demonstrated to the Construction Manager, and that such request for interpretation shall have been made prior to thirty (30) days having elapsed since the receipt of the Notice to Proceed.

ARTICLE 9

PAYMENTS AND COMPLETION

Note: this form to be filled out after award of contract

9.1 CONTRACT SUM

- 9.1.1 The County shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, a Contract Sum not to exceed the following amount:

\$ _____
(in numbers)

(in words)

- 9.1.2 The contract sum is determined by the cost detail attached to this Agreement as **Exhibit B – Cost Detail**.
- 9.1.3 Unit Prices The unit price amounts are determined by the cost detail attached to this Agreement as **Exhibit C – Unit Prices**.

9.2 SCHEDULE OF VALUES

- 9.2.1 The Contractor shall submit to the Construction Manager a Schedule of Values allocated to the various portions of the Work (including costs for design and other professional services), prepared in such form and supported by such data to substantiate its accuracy as the Engineer and the Construction Manager may require, and as is further defined in the General Requirements. This schedule, as approved by the Engineer and the Construction Manager, shall be used as the basis of cost management for the project and the Contractor's Applications for Payment.

9.3 PAYMENTS

- 9.3.1 Method of payment is incorporated into this Contract as defined and attached to this Agreement as **Exhibit D – Method of Payments**.

- 9.3.2 The Contractor shall promptly pay each subcontractor upon receipt of payment from the County, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to their sub-subcontractors in a similar manner.
- 9.3.3 The County reserves the right to inquire of the Contractor's subcontractors and suppliers directly or indirectly, to determine the current status of indebtedness. Should undisputed amounts be owed to any such subcontractors or suppliers, and upon seven (7) days written notice to the Contractor, the County may make checks payable jointly to the Contractor and the subcontractor or supplier, or directly to the subcontractor or supplier for the account of the Contractor in such amount. Payment to the Contractor or for its account shall not be deemed to be an admission or approval by the County of the sufficiency of the Work covered by such payment.
- 9.4 Fulton County requires that all contractors submit Interim Waiver and Release Upon Progress Payment and an Unconditional Waiver and Release Upon Final Payment when submitting applications for payment. These forms are to be attached to applications as exhibits. The form shall include content and be in a format as prescribed as required by Fulton County.
- 9.5 (Not Used)
- 9.6 (Not Used)
- 9.7 SUBSTANTIAL COMPLETION
- 9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the County, is substantially complete, the Contractor shall prepare for the Construction Manager a list of items to be completed or corrected. The Contractor shall proceed to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.7.2 Upon receipt of the Contractor's list of items to be completed or corrected, the Engineer, in conjunction with the County and the Construction Manager, shall make an inspection to determine that the Work or designated portion thereof is substantially complete. When the Engineer, on the basis of inspection and consultation with the County, and the Construction Manager determines that the Work or designated portion thereof is substantially complete, the Construction Manager will then prepare a Certificate of Substantial Completion of the Work, on the latest version of *AIA Document G704/CMA, Certificate of Substantial Completion – Construction Manager-Advisor*

Edition, which shall establish the Date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein as incomplete or requiring correction. The Certificate of Substantial Completion shall be submitted to the County, the Engineer, the Construction Manager, and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.7.3 For projects that require permitting and inspection approval and a Certificate of Occupancy, at no time shall a Certification of Substantial Completion be considered for issuance unless a Certificate of Occupancy has been approved and received.

9.7.4 Prior to and as a condition of the Construction Manager issuing a Certificate of Substantial Completion, all Project Closeout Documents including, but not limited to project record documents (as-builts), operation and maintenance manuals, warranties and other documents, shall have been submitted to the Construction Manager for review and approval.

9.7.5 Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion of the Work or designated portion thereof. Warranties for Work that is not accepted by the County shall commence on a date when the Work is finally accepted by the County.

9.7.6 Reference Section 01 700 of the General Requirements for additional procedural details regarding Substantial Completion.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Following issuance of the approved Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's final completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Application for Payment. The Engineer, in conjunction with the County and the Construction Manager shall make such inspections and, when the Engineer finds the Work acceptable and fully performed, the Construction Manager shall certify the final Application for Payment, which will approve the final payment due the Contractor. This approval shall constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the

Contract Documents and that the entire balance found to be due the Contractor, and noted in said certified final Application for Payment, is due and payable.

9.8.2 Final payment, including all remaining retainage, shall not become due until the Contractor submits to the Construction Manager,

9.8.2.1 A notarized affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or the County's property might in any way be responsible, have been paid or otherwise satisfied (*AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims*, latest version),

9.8.2.2 Consent of Surety to Final Payment (*AIA Document G707*, latest version), and

9.8.2.3 Other data establishing payment or satisfaction of all such obligations, including receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the County (including, but not limited to, *AIA Document G706A, Contractor's Affidavit of Release of Liens*, latest version).

If any subcontractor or subconsultant refuses to furnish a release or waiver required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.8.2.4 All final Project Closeout Documents including, but not limited to project record documents (as-builts), operation and maintenance manuals, warranty manuals and other documents, shall have been finalized and re-submitted to the County for review and final approval and acceptance. Reference Section 01 700 of the General Requirements for additional procedural details regarding Final Completion.

9.8.3 The making of final payment shall, after the Date of Substantial Completion, constitute a waiver of all claims by the County except those arising from:

9.8.3.1 unsettled liens;

9.8.3.2 faulty or defective Work appearing after Substantial Completion of the Work;

- 9.8.3.3 failure of the Work to comply with the requirements of the Contract Documents;
- 9.8.3.4 terms of any special warranties required by the Contract Documents.
- 9.8.4 The acceptance of final payment shall, after the Date of Substantial Completion of the Work, constitute a waiver by the Contractor of all claims except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- 9.8.5 In the event the Contractor timely disputes the amount of 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 parties. 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.
- 9.8.6 All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment prior to the Date of Substantial Completion of the Work.

ARTICLE 10

SAFETY

10.1 CONTRACTOR SAFETY, HEALTH AND LOSS PREVENTION PROGRAM

10.1.1 The Contractor shall be responsible for designing and implementing a comprehensive project-specific safety, health and loss prevention process and/or program and employee substance abuse program for this project. All subcontractors must either implement their own program that meets these requirements or follow the Contractor's safety, health and loss prevention process and/or employee substance abuse program.

10.1.2 Safety, health and loss prevention process and/or employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local).

10.1.3 Within ten (10) business days of receipt of the Notice of Award (NOA), the Contractor shall submit in writing to the County's designated Representative, the Contractor's written Safety, Health and Loss Prevention Process and/or Program and Employee Substance Abuse Program and those of Sub-Contractors that meet or exceed the requirements referenced in the contract documents. Included in this submittal will be the name and qualifications of the site safety representative.

10.3.1.1 Prior to the County issuing the Notice to Proceed (NTP), a meeting will be held with the Contractor and all Sub-Contractors for the Contractor to brief the County on the safety, health and loss prevention process and/or program requirements.

10.3.1.2 A Notice To Proceed (NTP) with the work may not be issued until these submittals have been submitted.

10.2 DESIGNATION OF SAFETY REPRESENTATIVE(S)

10.2.1 The Contractor will designate an employee by (name, phone number, pager number) as Site Safety Representative. This employee will have sufficient training and knowledge of safety and health principles, regulations, and procedures to report to the Contractor's Project Manager and/or Superintendent. Sub-Contractors must also designate a similar employee responsible for safety and health. The Sub-Contractor's safety designee will coordinate safety activities with the general contractor's safety designee.

For projects with significant risk or hazard potential or for any project for which the Contractor and its Sub-Contractors of any tier have 50 total employees or greater on site, Contractor must designate a qualified employee to be the full time Site Safety Representative. This person should address safety, health and loss prevention activities for the complete project including Sub-Contractors.

10.3 SAFETY, HEALTH, AND LOSS PREVENTION PROCESS

10.3.1 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 Contractor's 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.

10.4 COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS & REGULATIONS

10.4.1 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:

(a) 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.

(b) 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.

10.5 PROTECTION OF THE WORK

10.5.1 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.

10.6 SAFETY EQUIPMENT

10.6.1 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, and the Contractor shall promptly comply with the Safety Program or Substance Abuse Program and all such orders.

10.7 EMERGENCIES

10.7.1 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.

10.7.2 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 10.7.1 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 pursuant to Section 10.7.1, by whomsoever incurred. 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 this Agreement.

10.8 SUSPENSION OF THE WORK

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 or fail to follow the safety requirements defined in the contract documents and approvals, 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.

10.8.1 Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals 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.

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

10.9.1 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.

10.9.2 The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph 10.9 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.

10.9.3 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

10.9 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.

ARTICLE 11

CONTRACTOR PROVIDED INSURANCE

11.1 CONTRACTOR RESPONSIBILITY TO REPAIR DEFECTIVE OR DAMAGED WORK

11.1.1 Notwithstanding the provisions of this Agreement, and until final acceptance of the Work by the County, the Contractor shall have full and complete charge and care of the Work or any portion thereof (including the Owner-furnished supplies, material, equipment or other items to be utilized or incorporated in the Work).

11.1.2 The Contractor shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including the Owner-furnished supplies, material, equipment or other items to be utilized with, or incorporated in, the Work and which are in the Project site) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense provided, however, the County will make available applicable proceeds from the Builder's Risk policy provided by the County, as specified in Section 11.1.3.4.

11.2 ADDITIONAL INSURED

The Additional Insured on policies shall include Fulton County; the County's officers, agents, employees, and consultants; including Sub-Contractors of any tier (but excluding suppliers, vendors, material-delivery, truckers or haulers).

11.3 OWNER'S RIGHT TO AUDIT

11.3.1.1 The Contractor hereby agrees that the County, its officers, agents and insurance carriers may audit the records of the Contractor and its Sub-Contractors to confirm the accuracy of the information provided, including, but not limited to, the accuracy of all estimated payrolls, and to ascertain any effect on insurance resulting from changes in the Work. The audit will be held during the Contractor's normal business hours at the office of the Contractor or at another mutually agreeable location.

11.3.1.2 The County shall be entitled to credits in insurance premiums that may accrue as a result of the audit.

11.3.1.3 The Contractor shall maintain or cause to be maintained sufficient records as may be necessary to audit its compliance and its Sub-Contractors' compliance.

2.

11.4 ASSIGNMENT

The Contractor and each of its Sub-Contractors of any tier shall assign to the County all return premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance provided by the County. The Contractor and its Sub-Contractors of any tier shall execute such other further documentation as may be required by the County to effectuate this assignment.

11.5 CLAIMS

The Contractor, its Sub-Contractors and uninsured parties shall assist the County and its agents and provide the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Work and shall cooperate with the County's insurance carriers in claims and demands that arise out of the Work and that the insurance carriers are called upon to adjust or resist.

11.6 NOTICES, COSTS AND LOSSES

- (a) All policies of insurance that either the Contractor, its Sub-Contractors, or the County is required to secure and maintain, shall be endorsed to provide that the insurance company shall notify the County, the Contractor, and each Named Insured at least thirty (30) days prior to the effective date of any cancellation or modification of such policies.
- (b) The Contractor shall furnish to the County's designated Representative certificates of insurance for insurance required to be maintained by the Contractor and its Sub-Contractors, as provided herein. Prior to the issuance of the Notice to Proceed, the Contractor shall not be permitted on the Project site.
- (c) The Contractor shall be responsible for all losses greater than their policy limits.
- (d) Payments by the insurer for all losses covered under the Builder's Risk policy will be made to the County. The County will make proceeds from the Builder's Risk policy available to the Contractor for rebuilding work damaged by covered perils.

11.7 SUBROGATION AND WAIVER

The Contractor shall require its Sub-Contractors of every tier to waive the rights of recovery in the same manner (as waived in the preceding paragraph by the Contractor) against the County, its officers, agents, employees and consultants rendering services at the Project site, the OCIP

Administrator, the Contractor, and other Project contractors and their Sub-Contractors, regardless of tier.

11.8 COVERAGE DETERMINED BY POLICY

The coverages referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, or to alter or amend any provision of the actual policies, and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern.

11.9 CONTRACTOR'S LIABILITY INSURANCE

11.9.1 The Contractor shall purchase and maintain during the life of this Agreement, from a company or companies licensed to do business in its agents and acceptable to the County, such insurance as shall fully protect him, the County, any other Professional Consultant or Engineer or Engineer hired by the County, and any parties, consultants, or Sub-Contractors performing work covered by this Agreement from any and all claims, including those resulting from bodily injury (including accidental death), professional liability of the property damage (other than to the work itself) or personal injury which may arise or result from the Contractor's operations under this Agreement whether such operations be by himself or by any Sub-Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(a) Said insurance shall specifically provide coverage during the life of this Agreement to the County, its agents, any Professional Consultant or Engineer or Engineer hired by the County, and any Sub-Contractor performing work covered by this Agreement for claims made by any persons, including the employees and parties in privity of the contract with the Contractor, claiming injury as a result of the performance of the Project.

(b) At a minimum, such insurance must include but not necessarily be limited to:

- (i) Worker's Compensation and Employer's Liability insurance (**for all operations away from the Project site**);
- (ii) Motor Vehicle Liability insurance, covering all motor vehicles, whether owned, non-owned, or hired (**for all operations both at and away from the Project site**);
- (iii) Comprehensive (or Commercial) General Liability insurance, with Broad Form Liability endorsement. Comprehensive (or Commercial) General Liability policy with Broad Form

Liability endorsement shall be further endorsed naming County, the Construction Manager, and County's Professional Consultants as additional insured (**for all operations away from the Project site**).

- (iv) Professional Liability insurance, specifying that the Contractor shall be responsible to the County for acts, errors and omissions of the Contractor's directors, officers, employees and parties in privity of the contract with the Contractor to perform a portion of the work, including their agents and employees (**for all operations both at and away from the Project site**). The Contractor shall require the Engineers and the engineers that are responsible for the design and engineering to purchase and maintain liability insurance with no less coverage than \$1,000,000.00 or 10% of the construction value of the Work, whichever is greater, throughout the duration of the project and for two years following the Date of Substantial Completion.

11.10 The insurance required by this Article 11 shall be written for not less than the following liability limits, or greater if required by law. Evidence of such insurance shall be provided PRIOR to the day of actual work being performed (refer to OCIP Enrollment procedures provided by the OCIP Administrator for more assistance, or contact Fulton County's designated Representative.)

9. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

**10. COMMERCIAL GENERAL LIABILITY INSURANCE
 (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products/Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

11. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).			

12. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-	\$1,000,000
-----------------------------------	--------	---	-------------

13. UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
---------------------------------------	-----------------	---	-------------

14. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
 (Required if respondent providing quotation for professional services).

15. **FIDELITY BOND** Each Occurrence - \$ 100,000
 (Employee Dishonesty)

16. **BUILDERS RISK**
(If the bid/quotation involves construction-related services the offeror will provide)

A. "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sublimits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

B. Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance."

C. The Contractor shall provide and shall require all Sub-Contractors performing work under this Agreement to obtain an insurance certificate showing proof of insurance coverage conforming to the above limits, and showing FULTON COUNTY GOVERNMENT as the "Certificate Holder" and "Additional Insured" without such certificate, the Contractor and any Sub-contractor are considered NON-INSURED and cannot commence work.

11.12 Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

11.13.1 Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

11.13.2 The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

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

11.15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

11.15.1 Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

11.15.2 The Contractor will be fully responsible for any and all damage to the work during the course of construction, unit the point of Final acceptance by the County.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 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 the Fulton County Change Order format and processed per Fulton County Change Order Policy 800-6. The Contract Sum and the Contract Time may be changed only by Change Order presented to and approved by the Fulton County Board of Commissioners. 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.

12.1.2 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:

12.1.2.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

12.1.2.2 by unit prices stated in the Contract Documents or subsequently agreed upon;

12.1.2.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

12.1.2.4 by the method provided in Subparagraph 12.1.3 below.

12.1.3 If none of the methods set forth in Subparagraphs 12.1.2.1, 12.1.2.2 or 12.1.2.3 above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 12.1.4.1 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 Subparagraphs 12.1.4.2 and 12.1.5 below shall be applied to the cost or credit.

12.1.3.2 In such case, and also under Subparagraph 12.1.3.3 above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized

accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

- 12.1.3.2 All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
- 12.1.4 In Subparagraphs 12.1.3 and 12.1.4 above, the items included in "Cost" and "Overhead" shall be based on the following schedule:
- 12.1.4.1 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.
- 12.1.4.2 In no event shall Contractor be entitled to other general condition costs, home office overhead, lost profits, loss of use of capital or any other type of consequential damages.
- 12.1.4.3 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.

- 12.1.4.4 In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
- 12.1.5 In Subparagraphs 12.1.3 and 12.1.4 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:
- 12.1.5.1 For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
- 12.1.5.2 For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
- 12.1.5.3 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.
- 12.1.5.4 For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
- 12.1.5.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 12.1.5 above.
- 12.1.6 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, subcontracts overhead and profit. Labor and materials shall be itemized in the manner defined in Subparagraph 12.1.4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
- 12.1.7 No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

12.2 CONCEALED CONDITIONS

- 12.2.1 Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure

be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph 12.3.1 below.

12.3 REQUESTS FOR ADDITIONAL COST

12.3.1 If the Contractor elects to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof **within twenty (20) days** after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.7 of this Agreement, and Subparagraph 12.1.4 above. **No such request shall be valid unless so made within the twenty (20) days specified above.** If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to (1) any interpretation pursuant to Subparagraph 2.2.7 of this Agreement, (2) any order by the County to stop the Work pursuant to Paragraph 3.3 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4 below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph 12.3.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph 12.3.1 above.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Engineer and the Construction Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written

order issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or the Construction Manager, or to requirements specifically expressed in the Contract Documents, the work must, if requested in writing, be uncovered for their observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Engineer or the Construction Manager has not specifically requested to observe prior to its being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be submitted to the Construction Manager. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the County or a separate contractor as provided in Article 6 of this Agreement, in which event the County shall be responsible for the payment of the cost of uncovering and replacing the cover, and the cost of repair of any damage to the Work shall be borne by the party responsible as provided in Article 6 of this Agreement.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall, within seven (7) days after notice, commence correction of all Work rejected by the Engineer or the Construction Manager as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion of the Work and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's and the Construction Manager's additional services made necessary thereby.

13.2.2 If within one (1) year after the Date of Substantial Completion of the Project or designated portion thereof, or within one year after acceptance by the County of designated equipment, or within such longer period of time as may be prescribed by law or by the terms 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 commence correction **within 14 days** after receipt of a written notice from the County to do so unless the County has previously given the Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract.

13.2.2.1 The warranty against defects in equipment and workmanship on all mechanical and electrical equipment and work shall be for the specified period of time of normal operation without breakdown or malfunction.

13.2.2.2 The warranty period for mechanical and electrical equipment shall begin at the Date of Substantial Completion of the Work or from the date the equipment is put into normal operation after a breakdown or malfunction that occurred after the Date of Substantial Completion of the Work, but before the date of Final Completion, whichever date is the later.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Subparagraphs 4.6.1, 13.2.1 and 13.2.2 of this Agreement, unless removal is waived by the County.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.6.1, 13.2.1, and 13.2.2 of this Agreement, the County may correct it in accordance with Paragraph 3.4 of this Agreement.

13.2.5 If the Contractor does not proceed with the correction of such defective or nonconforming Work within the time limits set herein, the County may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the County may, upon ten (10) additional days' written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's and the Construction Manager's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

13.2.6 The Contractor shall bear the cost of making good all Work of the County or separate contractors destroyed or damaged by correction or removal of defective work.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.6 of this Agreement. The establishment of the time periods noted in Subparagraph 13.2.2 above, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

13.3.1 If the County prefers to accept defective or nonconforming Work, the County may do so instead of requiring its removal and correction, in which case a Change Order shall be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION FOR DEFAULT

14.1.1 This Contract may be terminated for default by the County upon the occurrence of any of the following events:

14.1.1.1 Persistent failure or refusal on the part of the Contractor to perform the Work in accordance with the Contract Documents, including, but not limited to, failure or refusal to supply enough properly skilled workers or suitable materials or equipment, or failure to adhere to the required construction scheduling responsibilities;

14.1.1.2 Insolvency or bankruptcy of the Contractor, whether voluntary or involuntary;

14.1.1.3 Any general assignment by the Contractor for the benefit of creditors;

14.1.1.4 Appointment of a trustee, receiver, custodian, or agent of the Contractor for the benefit of creditors or for the purpose of enforcing a lien against the property of the Contractor;

14.1.1.5 Written admission by the Contractor of its inability to pay its debts generally as they become due;

14.1.1.6 Disregard on the part of the Contractor of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or

14.1.1.7 Substantial violation of any other provision of the Contract Documents.

14.1.2 Should any of the above events occur, and should the Contractor fail within seven (7) 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 (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the services the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by or in the possession of the Contractor, and may finish the Work by whatever methods the County may deem expedient.

14.1.3 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Construction Manager's, the Engineer's, and the County's other Professional Consultant's additional services made necessary thereby, such excess shall be paid to the Contractor. However, in such case the Contractor shall not be entitled to receive any payment until the Work is finished. If the cost of finishing the Work exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the County. The amount to be paid to the Contractor or to the County, as the case may be, shall be made, upon application, in the manner provided in Article 9 of this Agreement, and this obligation for payment shall survive the termination of the Contract.

14.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

14.2.1 Immediately upon receipt of written notice to the Contractor, or within such time as may otherwise be specified in such notice, the County may, without cause and without prejudice to any other right or remedy, terminate this Contract, in whole or in part, for its convenience.

14.2.2 In the event of termination in accordance with Subparagraph 14.2.1 above, the Contractor shall be paid for all Work performed and acceptable to the County, and any expense sustained shall be limited to the cost of such Work plus reasonable termination expenses, to include costs required for an orderly shutdown of the Work on site.

14.3 TERMINATION PROVISIONS

14.3.1 After receipt of written notice of termination from the County pursuant to Paragraph 14.1 or 14.2, the Contractor shall:

14.3.1.1 Stop work on the date and to the extent specified in the notice of termination;

14.3.1.2 Place no further purchase orders or subcontracts for materials, equipment, supplies, services, or facilities except as may be necessary for the completion of such portion of the Work under this Contract not terminated;

14.3.1.3 Terminate all purchase orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

14.3.1.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interests of the Contractor under the purchase orders and subcontracts so terminated, in which case the County shall have the right, at its

discretion, to settle or pay any or all claims arising out of the termination of such purchase orders and subcontracts;

14.3.1.5 Transfer title and deliver to the County, in the manner, at the times, and to the extent directed by the County:

- a. The fabricated and unfabricated parts, Work in process, 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 related to the Work.

14.3.1.6 Complete performance of such part of the Work as shall not have been terminated by the notice of termination.

14.3.2 The Contractor acknowledges and agrees that if any court rules that termination by the County was a wrongful termination, such action by the County shall be deemed a termination for convenience, and the Contractor shall only be entitled to recover legitimate expenses up to the time of termination, and shall not be entitled to fees, costs, expenses, profits, or overhead after the date of termination.

ARTICLE 15

NON-DISCRIMINATION IN CONTRACTING & PROCUREMENT

- 15.1.1 It is the policy of Fulton County 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 that Fulton County and all vendors and contractors doing business with it 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 Fulton County that the contracting and procurement practices of Fulton County should not implicate Fulton County as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.
- 15.1.2 The above policy is formalized in the "Ordinance providing for non-discrimination in purchasing and contracting; to provide for the monitoring of purchasing and contracting by the Department of Contract Compliance; to provide for the investigation by the Department of Contract Compliance regarding allegations of discrimination by persons or entities that do business with Fulton County; to provide for hearings regarding allegations of Discrimination; to provide for sanctions; and for other purposes", established by the Fulton County Board of Commissioners on July 7, 1999.
- 15.1.3 A summary of the objectives and provisions of the ordinance, as well as forms required to be submitted by the Contractor, are included in Section 00 430 of the Proposal Manual.

ARTICLE 16

FULL PERFORMANCE REPRESENTATION

By executing this Agreement, the undersigned declares and represents that it has reviewed and understands the Contract Documents and has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the Work is to be done, including those conditions affecting the cost of the Work and the delivery, handling and storage of equipment and materials at the place where the Work is to be executed; that the Contractor and its subcontractors have examined and read the Contract Documents; and it has satisfied itself that the Contract Documents are an adequate and acceptable reflection of Work which is required to be performed; that it is willing and able to perform all of the necessary Work based upon the information and representations contained within the Contract Documents; and that it shall perform such necessary Work according the requirements of the Contract Documents, for the price prescribed, and within the time allotted. The Contractor hereby agrees that no additional information is required to complete the Work within the cost and schedule constraints established and agreed upon within this Agreement.

IN WITNESS WHEREOF, the parties have executed this [**contract/agreement/amendment*] this _____ day of _____, 20____.

For **[Legal Name of Vendor], Inc.*

Attest:

**[Name of person signing for vendor]*

(Signature)

**[Title of person signing]*

(seal) _____
Name (Typed or Printed)

Title

For Fulton County

Attest:

Karen C. Handel, Chair
Board of Commissioners

Mark Massey, Clerk to the Commissioners (seal)

Approved as to Content:

Approved as to Form:

Willie A. Hopkins, Jr., Director
General Services Department

Office of the County Attorney

Attachments: The following documents are made part of this contract by reference or attachment.

- EXHIBIT A - SCOPE OF SERVICES SUMMARY
- EXHIBIT B – COST & SCHEDULE DETAIL
- EXHIBIT C – UNIT PRICES & OWNER ALLOWANCES
- EXHIBIT D – METHOD OF PAYMENTS
- EXHIBIT E - PURCHASING FORMS

- EXHIBIT F - CONTRACT COMPLIANCE FORMS
- EXHIBIT G - PAYMENT & PERFORMANCE BONDS
- EXHIBIT H – INSURANCE FORMS

EXHIBIT A - SCOPE OF SERVICES SUMMARY

- Description to be added based upon Construction Documents and Specifications prepared by Newcomb & Boyd

EXHIBIT B – COST & SCHEDULE DETAIL

- Cost and Schedule Detail to be added based on Section 00 300 Proposal Cost & 00 301 Schedule Proposal Form

A. **Project Cost:** The attached (TBD) cost detail shall serve as the basis of the contract amount.

B. **Project Schedule:** The attached (TBD) schedule shall serve as the basis for project schedule for this project.

EXHIBIT C – UNIT PRICES & OWNER ALLOWANCES

- To be determined based on Section 00 300 Proposal Cost & Schedule Form

EXHIBIT D – METHOD OF PAYMENTS

- To be determined based on Section 00 300 Proposal Cost & Schedule Form

EXHIBIT E – PURCHASING FORMS

- **Attach Purchasing Forms from RFP Volume 1, Section 5**

- Form 1 - Certification Regarding Debarment
- Form 2 - Non-Collusion Affidavit of Proposer/Offeror
- Form 3 - Non-Collusion Affidavit of Subcontractor
- Form 4 - Certificate of Acceptance of Request for Proposal Requirements
- Form 5 - Questionnaire

EXHIBIT F – CONTRACT COMPLIANCE FORMS

- **Attach Contract Compliance Forms from RFP Volume 1, Section 6**

Non-Discrimination in Contracting & Procurements

- Equal Business Opportunity Plan (EBO Plan)
- Prompt Payment

Required Forms & EBO Plan

- Exhibit A – Promise of Non-Discrimination

- Exhibit B – Employment Report
 - Exhibit C – Schedule of Intended Subcontractors Utilization
 - Exhibit D – Letter of Intent to Perform as Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontracting Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Exhibit G – Prime Contractor/Sub-Contractor Utilization Report Form
-

EXHIBIT G – PAYMENT & PERFORMANCE BONDS

- Attach Payment & Performance Bond Form from RFP Volume 2, Section 00 620

EXHIBIT H – INSURANCE

- Attach Insurance Certificate required by RFP Volume 1, Section 7

SECTION 00 610 – SECURITY (BID) BOND

- A. The attached Security (Bid) Bond is required to be submitted by the Proposer.
- B. 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 Security (Bid) Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Security (Bid) Bond shall be in the amount of not 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.
- C. Bonds shall be made out to Fulton County, Georgia.
- D. Bond surety shall be licensed and authorized to do business in the State of Georgia and shall be AAA rated and listed in the Department of Treasury Circular 570. The Attorney-in-Fact who executes the bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney - State of Georgia.
- E. 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.
- F. Following are forms containing required terms and conditions for performance and payment bonds.

END OF SECTION 00 610

SECURITY (BID) BOND FORM
Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation

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, 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 Fulton County Government, 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 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 a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, 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 Fulton County Government, 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 Security (Bid) Bond in the approved form, in the amount of _____ Dollars (\$ _____) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

Purchasing
Revised 01/5/05
OFFICIAL FORM – DO NOT ALTER
Page 1 of 2

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2_____.

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

(SEAL

BY _____

SECTION 00 620 – PAYMENT BONDS

- A. Following are forms containing required terms and conditions for performance and payment bonds.
- B. The Proposer is required to furnish within the ten (10) day time period from Notice of Award a Labor and Materials Payment Bond and a Performance Bond, in penal sums of at least the full amount of the Contract.
- C. These bonds shall secure the faithful performance of all portions and phases of the Contract, and the payment of all persons, firms or corporations to whom the Proposer may become legally indebted for services, labor, materials or equipment of any nature employed or used by it in performing the Work.
- D. Bonds shall be made out to Fulton County, Georgia.
- E. Bond surety shall be licensed and authorized to do business in the State of Georgia and shall be AAA rated and listed in the Department of Treasury Circular 570. The Attorney-in-Fact who executes the bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney - State of Georgia.

PAYMENT BOND FORM
Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation

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.

(The Remainder of This Page Left Blank Intentionally)

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)

SECTION 00 622 –PERFORMANCE BONDS

- A. Following are forms containing required terms and conditions for performance and payment bonds.
- B. The Proposer is required to furnish within the ten (10) day time period from Notice of Award a Labor and Materials Payment Bond and a Performance Bond, in penal sums of at least the full amount of the Contract.
- C. These bonds shall secure the faithful performance of all portions and phases of the Contract, and the payment of all persons, firms or corporations to whom the Proposer may become legally indebted for services, labor, materials or equipment of any nature employed or used by it in performing the Work.
- D. Bonds shall be made out to Fulton County, Georgia.
- E. Bond surety shall be licensed and authorized to do business in the State of Georgia and shall be AAA rated and listed in the Department of Treasury Circular 570. The Attorney-in-Fact who executes the bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney - State of Georgia.

PERFORMANCE BOND FORM
Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation

KNOW ALL MEN BY THESE PRESENTS [insert name 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") and their successors and assigns, 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 (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [name of project], more particularly described in the Contract (herein called the "Project"); and

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)

SECTION 01 010 – GENERAL PROJECT SUMMARY

1.0 GENERAL PROJECT SUMMARY

- A. The objective of the County in issuing this RFQ is to upgrade the County facilities through “Performance Contracting”.
- B. The ESCO shall develop and implement a facility energy management and conservation program for the County. The intent is to provide the means of realizing maximum utility savings and energy related improvements without the requirement of upfront capital funds. Timely implementation of this project is of the essence.
- C. The ESCO shall provide the County energy-related services program including:
1. review of completed energy audits;
 2. review of designs and subsequent installation of facility improvement and energy efficient equipment and systems;
 3. monitoring of energy costs; (d) financing for the project
 4. a written energy guarantee that total program costs, including required services, may be the hundred percent (100%) covered by program energy and operational savings.
- A. The recent increases in water costs prompted the need to find opportunities for the efficient use of water throughout the downtown properties. Reviews were conducted at the same Government Center and Justice Center Complex to identify measures of reducing water usage.
- E. This project is anticipated to reduce water consumption, wastewater production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls.
- F. Based on building inspections and assessments by the General services Department (GSD), the facility requires significant building system and equipment modifications and replacements to eliminate the adverse building environmental condition and control problems.
- GSD has identified several maintenance issues requiring immediate action to stop further degradation of the building environmental systems and mitigate other environmental problems, such as mold growth. This can be achieved by replacing major building systems and equipment exceeded beyond their capacity and useful life.
- G. Owner: Fulton County, Georgia, through the Board of Commissioners.

1.2 General Summary of the Work to be Performed:

A. The ESCO shall be responsible for:

1. Utility assessments including establishing the energy baseline from which savings will be measured computing the annual energy savings utilizing International Performance Measurement & Verification Protocol (IPMVP).
2. Mechanical upgrade surveys to determine necessary improvements for the County facilities as stipulated by County.
3. All financing and up-front costs associated with installation, maintenance, and repair of equipment.
4. Project management for all services to include project tracking, documentation, reports and project schedule and cost management.
5. Design, engineering and permitting.
6. Temporary facilities.
7. Cutting, coring, electrical and plumbing disconnect, temporary cap, ceiling removal and reassembly, wall and ceiling patching and painting, wiring, piping, insulation, rigging, etc.
8. Safety.
9. Security related to implementation of the work in confidential areas of the Government Center Complex and Judicial Center Complex.
10. The test and balance for air systems to insure that systems deliver the design CFM air flow at rated duct static pressure at maximum speed for each fan system.
11. The test and balance for the chilled water system is to insure the new chillers have proper water flow in the primary chilled water loop.
12. As-built drawings and electronic files of drawings, operation and maintenance manuals and warranties.

B. Building Asset Information:

Asset #	Building Name	Address	Sq Ft
B613012	Government Center Assembly Bldg	141 Pryor St	86,064
B613062	Government Center Atrium Bldg	141 Pryor St	68,179
B613022	Government Center Mid-rise Bldg	141 Pryor St.	137,019
B613042	Government Center Public Safety Bldg	130 Peachtree St.	75,100
B613052	Government Center Tower Bldg	141 Pryor St.	263577
B600012	Fulton County Courthouse	136 Pryor St.	274,628
B600032	Charles Carnes Justice Building	160 Pryor St.	142,396
B600052	Justice Center Tower	185 Central Ave	600,000

Total (Gross Square Feet) 1,643,963

1.3 System Components

A. **Chiller Replacements:** The existing centrifugal chillers located in the Government Center Central Plant are original to the Government Center building and have exceeded their useful life expectancy. The existing chillers will be replaced with new, high-efficiency variable speed drive chillers.

1. Chiller Scope of Work:

- a. Isolate existing chillers for removal. Reclaim all refrigerants as per EPA regulations and leave for Owner's future use.
 - b. Replace with three (3) new Carrier chillers units (or equivalent from York or Trane): One (1) 19XRV 400-ton and two (2) 19XRV 600-ton Chillers with Variable Frequency Drive (VFD). A complete refrigerant charge will be on site for emergency use.
 - c. Install all associated piping, valves, and strainers.
 - d. Assure equipment sizes are coordinated to fit within existing equipment rooms with minimum modifications to equipment rooms, if any.
 - e. Weld all chill water and condenser lines. Install Pete's plugs in all pipe, entering and leaving equipment, to facilitate annual reading of medium temperature and pressure.
 - f. Install all high-voltage electrical wiring.
 - g. Install control wiring to existing control system as supplied by Owner.
 - h. Re-insulate all chilled water lines in mechanical room as needed.
 - i. Obtain all engineering, crane, permits, and insurance fees.
 - j. Complete factory start-up of the new system and training.
 - k. Full five-year parts and labor warranty.
2. Controls: Include control and sensor modifications to the existing system to better maximize the economizer during winter usage. The existing Johnson Controls System will not change.
3. Features of Chillers: Features of chillers will include the following:
- a. Environmentally friendly HFC-134A that is non-toxic and has no scheduled phase out anywhere in the world.
 - b. The lowest published refrigerant leak rate of 0.1 % in the industry.
 - c. Compliance with stringent ASME construction requirements.
 - d. Standard re-seatable relief valves; other chiller manufacturers only provide rupture disks.
 - e. The ability to store the entire refrigerant charge inside the chiller during maintenance, thereby reducing service time.
 - f. The ability to maintain efficiency over the entire life of the machine.
 - g. Front panel and remote panel control capability through the existing Johnson Controls System.

B. **Liebert Replacement and Upgrades:** The existing computer room units serving the 911 areas in the Government Center have exceeded their useful life expectancy. These units will be replaced with new units that will operate at a

higher efficiency because they will use chilled water from the main central plant for primary cooling and have a redundant DX glycol cooled back up system for emergency. The back up system will automatically start when space temperature exceeds design set point. When the space temperature is within acceptable limits the back up system will remain off.

1. Liebert Scope of Work: Furnish and install the following scope of work. Areas to be included are as follows:
 - a. IT - Liebert Dry Cooler Relocation and Pump Replacement. 1) Relocate three (3) Liebert Model #D880 Dry Cooler units to flat roof outside and adjacent to penthouse. Refurbish and service equipment to original (like new) condition.
 - b. Replace two (2) Glycol pumps with new Liebert duplex pump sections.
 - c. Install new curb rail supports to protect roof deck. Any roof leaks will be the responsibility of the contractor to correct.
 - d. Install new units outside of penthouse and reinsulate all pipe insulation with metal backing as needed.
 - e. Includes all crane (if required) and permit fees.
 - f. Check, test, and start.
 - g. Provide one-year parts and labor warranty on refurbished system.

2. 911 and Telecommunication Rooms
 - a. Install three (3) Liebert model #DE-240G 20-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensors. Two (2) units will serve 911 computer room and one (1) unit will serve the 911 dispatch area.
 - b. Install one (1) Liebert model #DE-116G-A 10-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensors. (Serves 911 dispatch area.)
 - c. Install one (1) Liebert model #BU-046WG 3.5-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. (Serves UPS.)
 - d. Install one (1) Liebert model #BU-071WG 5-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. (Serves UPS.)
 - e. Install one (1) Liebert model #VE-116G-A 9-ton chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. (Serves Telephone room.)
 - f. Reconnect existing dry cooler piping and condensate piping.
 - g. Remove five (5) existing Liebert and two (2) Data Aire air conditioning units serving the space. Reclaim all refrigerants per EPA standards.

- h. Run new chilled water piping from existing chilled water riser using Ridgid Pro Press system. Includes hot tap into chilled water riser. 9) Install all associated insulation.
 - i. Core concrete holes for chilled water riser access.
 - j. Reconnect high-voltage electrical to new units and run new emergency service to existing dry cooler units in penthouse.
 - k. Check, test, and start.
 - l. One-year parts and labor warranty
 - m. Five-year compressor warranty.
3. 911 - Liebert Dry Cooler and seven (7) existing Liebert Dry Cooler units located on roof.
 - a. Refurbish and service seven Liebert to (like new) original condition
 - b. Replace seven (7) Liebert Glycol pumps with new Liebert Duplex pump sections.
 - c. Add new curb rail supports to protect roof deck. Any leaks attributed to this installation will be the responsibility of the contractor to eliminate leaks.
 - d. Install all pipe insulation with metal backing.
 - e. Check, test, and start.
4. Training for the operation and maintenance of the Liebert units will be provided by factory trained representatives. Training session will be no less than eight (8) hours and cover all facets of the operation and maintenance of the installed equipment.

C. Variable Frequency Drives (VFDs):

1. The existing air-handling units in the Government Center and the Justice Center are variable air volume units, but they use inlet vanes to control the volume of air. These air-handling units will be retrofitted with variable speed drives for the fan motors. The drives will be installed in the County Government Center, Fulton County Judicial Center Tower, and Fulton County Court House Building. The project consists of air handling unit motors benefiting from VFDs summarized in Paragraph 3.
2. Variable Frequency Drive Project Scope of Work:
 - a. Install Yaskawa Variable Frequency Drives with by-pass function.
 - b. Provide labor to install drives, to include removing of the existing drives across the line starters and setting the inlet guide vanes into a locked open position for Central Station Air Handlers.
 - c. Install input circuit breakers, pressure transducers, and all required electrical components.
 - d. Perform electrical work as required.
 - e. Perform necessary control work installation for proper drive operation.
 - f. Start-up, check out, and commissioning.
 - g. One-year parts and labor warranty.
3. Variable Frequency Drive Summary: The following table describes the variable frequency drive summary for Fulton County:

HP	GOVT CENTER	J. C. TOWER	FC COURTHOUSE	TOTAL
7.5	2	0	0	2
10	2	2	0	4
15	5	14	16	35
20	3	16	5	24
25	9	2	0	11
30	1	0	0	1
40	1	0	0	1
TOTALS	23	34	21	78

4. Variable Frequency Drive Controls: Control work to communicate into the existing Johnson Controls system will be included in the work.
5. Training for the operation and maintenance of the VFD equipment will be provided by factory trained representatives. Training session will be no less than eight (8) hours and cover all facets of the operation and maintenance of the installed equipment.

D. Water Conservation:

1. The recent increases in the cost of water prompted the need to find opportunities for the efficient use of water throughout the downtown properties. This project is designed to reduce water consumption, wastewater production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls. The use of these and other devices are detailed below and were selected not only for their efficiency, but also to provide for durable, long term use with minimal maintenance and improved hygiene.
2. Water Conservation Project Scope of Work: The following is a brief description of each of the equipment upgrades/retrofits:
 - a. Warranty: One-year parts and labor warranty.
 - b. Staff and Public Restroom Faucets: Installation of 0.5 GPM aerator flow restrictors on faucets currently equipped with 2.0 to 3.0 GPM aerators and aerator flow restrictors. These aerator flow restrictors will be tamper proof so that users cannot remove them. Special keys, used to remove the aerator flow restrictors for any necessary maintenance, will be supplied to the maintenance group.
 - c. General Purpose Sinks: Installation of 1.5 GPM aerator flow restrictors on faucets currently equipped with 2.0 to 3.0 GPM aerator flow restrictors. These aerator flow restrictors will be tamper proof so that users cannot remove them. Special keys, used to remove the aerator flow restrictors for any necessary maintenance, will be supplied to the maintenance group.
 - d. Water Closet: Installation of 1.6 gallons per flush (GPF) water closet and flush valve in place of existing equipment that currently consumes 3.5 to 5.0 GPF. These new fixtures with Sloan flush valves are an excellent design, and are engineered to ensure that they provide flushing performance that meets or exceeds ASME and ANSI performance standards for low-consumption toilets. These toilets are designed with large glazed trapways and a state-of-the-art siphon jet system to break up and keep the waste moving without blockage.

- e. Urinal: Installation of 0.75 GPF (average) flush valve. Urinals that receive this retrofit are currently consuming 1.5 GPF or more. The new flush valves will cut the current consumption in half and still provide ample water for flushing the fixture.
- f. Showers: Installation of high performance, low flow showerheads. The existing 5.0 GPM showerheads will be replaced with 2.5 and 1.5 GPM heads depending on use.
- g. Food Service Sinks: Installation of *Pedal Valve*TM controls on Sinks. The food service sinks will be retrofitted with hands free foot pedals.
- h. Food Service Hand Wash Sinks: Installation of *Pedal Valve*TM controls and 1.5 GPM flow restrictors on Sinks. The sinks will be retrofitted with hands free foot pedals.
- i. Water Conservation Fixture Types and Totals: The following table describes the water conservation fixture types and totals:

Type	Total
0.5 GPM Faucet Aerators	552
New 1.6 GPF Water Closets and Flush Valves	537
New 0.75 GPF Flush Valves	111
1.5 GPM Faucet Aerators	91
New Low Flow Shower Heads	2
Sinks Pedal Valves	13

E. Design and Performance Standards

1. Equipment and systems specified and the design will be required to meet the Standard Building Code, the Georgia Energy Code and all other applicable codes, and conform to the appropriate insurance standards, as well as State and Federal standards, such as OSHA, the National Ambient Air Quality Standards, Americans with Disabilities Act (ADA), and American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standards 15, 62, 90.1 and 100, latest editions, and the standards listed below.

- a. ABMA American Boiler Manufacturers Association
- b. ACI American Concrete Institute
- c. AISC American Institute of Steel Construction
- d. ANSI American National Standards Institute
- e. ASME American Society of Mechanical Engineers
- f. ASTM American Society of Testing and Materials
- g. AWS American Welding Society
- h. IEEE Institute of Electrical and Electronics Engineers
- i. HEI Heat Exchange Institute
- j. NEC National Electric Code
- k. NEMA National Electrical Manufacturers Association
- l. NPFA National Fire Protection Association
- m. OSHA Occupational Safety and Health Administration
- n. SSPC Steel Structure Painting Council

- o. UL Underwriters' Laboratories
 - p. ASME B31.1 Power Piping Code
 - q. ASME Boiler and Pressure Vessel Codes
2. Current use standards (temperature setpoints, light levels, square feet per person, etc.) shall be maintained unless changed by specific contract reference.

END OF SECTION 01 010, GENERAL PROJECT SUMMARY

SECTION 01 040 – PROJECT COORDINATION & SECURITY

1. GENERAL

- A. The Contractor shall become thoroughly familiar with the requirements of the Contract Documents, as well as jobsite conditions and the work of separate contractors (if any), and shall make any adjustments necessary to maintain the Project schedule.
- B. Close coordination will be required by the Contractor with the County, Construction Manager, other authorities having jurisdiction, separate contractors (if any), and others having an interest in the Project to assure that all work on the site, access to and from the site, and the general conduct of the operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing Jail Bureau operations and property are minimized.
- C. The Contractor and its subcontractors of all tiers shall be subject to such rules and regulations for the conduct of the Work as the County, Construction Manager, or other authority having jurisdiction may establish.

2. COORDINATION OF THE WORK

- A. The Contractor shall be completely responsible for the coordination of its Work, including the Work performed by its subcontractors of all tiers.
- B. The Contractor shall have a full time Project Manager and Superintendent on site for the duration of the Project.
- C. Observation of the Work by the Construction Manager or others shall not be interpreted as relieving the Contractor of its responsibility for the coordination of all Work, superintendence of the Work, or scheduling and direction of the Work.
- D. The Contractor shall coordinate its Work with the work of any separate contractors through the Construction Manager for proper function and sequence, coordinating material deliveries and staging of same, all to avoid construction delays.
- E. The Contractor shall review material and equipment staging requirements with the Construction Manager prior to placing such materials or equipment on the site.
- F. The Contractor shall conduct the Work so as to provide the least possible interference to the activities of adjacent properties and traffic patterns. Confine operations only to areas where construction or support functions are required. Portions of the site beyond areas in which construction or support functions are required are not to be disturbed.
- G. Conceal pipes, ducts, and wiring in floor, wall, and ceiling construction of finished areas wherever possible. If doubt arises as to the means of concealment or the intent of the Contract Documents, request clarification from the Construction Manager prior to proceeding. Mechanical, plumbing, and electrical work shall be tested and inspected in advance of concealment.

3. ACCESS & TRAFFIC CONTROL

- A. The Contractor shall maintain free access to all buildings and areas of the site for emergency vehicles, service vehicles, and fire fighting equipment and at no time shall block off or close roadways or designated fire lanes without providing auxiliary roadways and means of entrance acceptable to the County, the Construction Manager, and any other authority having jurisdiction. Fire hydrants shall remain accessible at all times. The Contractor shall provide at least forty-eight (48) hours notice of any changes to such routes.
- B. The Contractor shall be responsible for complying with Jail Bureau security and safety requirements, policy and procedures within all work areas until final acceptance of the Project by

the County. The Contractor shall cooperate with the County, the Construction Manager, and any separate contractors with respect to entry into the Project site.

- C. The Contractor shall coordinate its operations to minimize the impact on vehicular and pedestrian traffic around the site. Operations and traffic control measures shall comply with the requirements of the authority having jurisdiction.
- D. The Contractor shall protect all building systems, furnishings, finishes, street pavements, curbs, sidewalks, and other existing infrastructure not intended for demolition or alteration during the course of the Work, and shall repair all parts of same which become damaged.
- E. The Contractor shall be responsible for protecting areas adjacent to work activity from construction dust and debris. The Contractor shall immediately clean any such areas as directed by the Construction Manager.
- F. The Contractor shall be responsible for the cleaning of the work areas from construction dust and debris and other materials resulting from operations under this Contract. The Contractor shall clean any such areas on a daily basis and as directed by the Construction Manager.
- G. The Contractor shall be responsible for the cleaning of adjacent and surrounding streets and sidewalks from debris, dirt, mud, or other deleterious materials resulting from operations under this Contract. The Contractor shall immediately clean areas as directed by the Construction Manager.

4. WORKING HOURS

- A. The Contractor shall work whenever conditions permit (regardless of anticipated or orderly procedure, the operations of the County or other contractors, or conditions encountered) to proceed without delay and to maintain schedule dates. All operations shall be conducted so as to comply with all applicable laws, ordinances, and regulations regarding allowable hours of work.
- B. The Contractor shall notify the Construction Manager at least forty-eight (48) hours in advance of planned late night or weekend work. Failure to provide such notice may be cause for the Construction Manager to require the removal or uncovering of Work performed without the knowledge of the Construction Manager.

5. EXISTING UTILITIES AND OTHER SERVICES

- A. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Contractor from any damage from any work operations of the Contract, unless or until they are abandoned. If the utilities or services are not abandoned at the time of damage, the Contractor shall immediately repair any damage from its work operations and restore the utilities or services to an equal or better conditions than that which existed prior to the damage.
- B. The Contractor and its subcontractors of all tiers shall be responsible for all damage to the Project including any existing buildings and grounds due to its operations under this Contract. Repair or replacement of damaged items shall be to the satisfaction of the County and the Construction Manager.

6. PROTECTION OF FINISHED WORK

- A. The Contractor shall be responsible for protecting its finished Work and materials from damage from any source, and shall maintain such protection until acceptance of the Work by the County. Any damage to finished Work caused by the work operations of this Contract shall be repaired, or such damaged Work replaced, by the Contractor at no additional cost to the County. No exceptions to this policy will be allowed.
- B. The Contractor shall coordinate the proper means by which materials and/or equipment are moved through the construction, ensuring that no structural overloading is allowed and that existing construction is protected from physical damage.

- C. Protect existing trees on the site to be saved, and those on adjacent properties where in close proximity to the Work. Carefully wrap trees adjacent to the construction work, material storage area, and trucking lanes in burlap and encase with protective framework. Protect roots during excavation and grading to minimize disturbance and damage.
- D. Keep concrete floors free of oils, grease, and other materials to prevent discoloring if to be left exposed, or to prevent adverse bonding affects if a finished floor is to be applied. Where work is performed over finished floors and furnishings, the Contractor shall provide an acceptable cover to protect the finished surface against damage, paint, and/or stains.
- E. Keep exterior wall systems protected during work along the exterior of the building, if any. Where access to block substrate is required, care shall be taken as approved cutting and patching is made to maintain the integrity of the waterproof finish. Where building access is made adjacent to any existing EIFS, protection shall be given to protect the finish and integrity. Cleaning and patching shall be required as directed by the County.
- F. Load no part of the structure during construction with a load greater than calculated to bear safely when completed. Make temporary supports as strong as permanent supports. Place no load on a concrete slab until it has cured and achieved sufficient strength.
- G. Take strict precautions against unnecessary traffic on existing and newly finished roofing surfaces.
- H. Protect all glass surfaces during construction. Prior to Completion of respective area, replace any broken, scratched, or otherwise damaged glass with glass of the same type, size, and quality as the original.

7. PROJECT SECURITY

- A. Security Badges: For security purposes all Contractors' workers must each submit a General Services Department photo ID request memorandum to the Fulton County Poilice Department. The completed forms shall be submitted to the Fulton County Police Department for review and issuance of ID prior to accessing the property. Upon approval appointments shall be coordinated for issuance of security photo ID badges. Badges must be worn on the front chest area at all times while on the property. The badges are dated and expire at the end of each calendar year. If a badge is lost a small fee is required for a new badge application.
- B. Building Security: For unlocking gates and doors coordination must be made for security access. For the Judicial Center Complex, a Sheriff Deputy will be made available for coordinated key access. If a key is issued to a Contractor, strict key control policy and procedures shall be followed. Issued keys shall not leave the site.
- C. Security Escorts: For security purposes in restricted areas of the Judicial Center Complex, all Contract operations on site shall require security coordination and possible security escorts. The Sheriff's Department will provide for a security escort services during the "standard" work hours for work areas in restricted areas of the Judicial Center Complex. The Contractor shall coordinate and pay for additional uniformed security officers as required during the Contract term.
- D. In addition to signed approval for nighttime, weekend and holiday work, the Contractor must provide uniformed security officers for escort during the hours requested. One officer shall be employed by the Contractor for each work area the Contractor is working within. The contract labor rate for officer escort services is \$ 20.00 per hour. The Contractor shall coordinate direct weekly payment through General Services Department Construction Manager furnishing weekly time sheets and 1099 forms. For tracking purposes the Contractor shall submit time sheets listing out the hours for each respective work area along with the signed escort authorization.

END OF SECTION 01 040, PROJECT COORDINATION & SECURITY

SECTION 01 045 – CUTTING, CORING & PATCHING

1. GENERAL

- A. "Cutting, Coring and Patching" is hereby defined to include, but not necessarily be limited to, removal, cutting (including excavation), coring, fitting and patching of nominally completed and previously existing Work, as shown or required in order to accommodate the coordination of Work, installation of new Work, to uncover other Work for access or inspection, remove and replace defective Work or Work not conforming to the Contract Documents, or to obtain samples for testing or for similar purposes.
- B. For existing buildings, the sizes, dimensions, and elevations shown on the drawings represent measurements which should be regarded as typical dimensions; actual dimensions may and will vary due to prevailing building practices at the time of construction, and building settlement over time.
- C. The requirements of this section apply generally to all aspects of the Work, including mechanical, electrical and special systems work, unless otherwise indicated. The Technical Specifications may include additional or more specific requirements or limitations applicable to individual units of work.
- D. The Contractor shall note that it is its responsibility to coordinate the locations and sizes and to cut or core all openings and penetrations for all trades involved in the Work of this Contract. Any openings and penetrations which may be shown on drawings provided by the County are intended only to assist the Contractor in coordinating the major openings and penetrations and are not representative of all openings which will be required to complete the work.

2. QUALITY ASSURANCE

- A. The Contractor shall not cut, core and patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Prior to cutting, coring and patching structural work, obtain Architect's approval to proceed with cutting and patching as proposed in a written submittal by the Contractor.
- B. The Contractor's submittal requesting consent to proceed with cutting, coring and patching structural work must include:
 - 1. Identification of the Project
 - 2. Description of the affected Work
 - 3. Necessity for cutting or coring
 - 4. Affects on other Work, and on the structural integrity of the Work
 - 5. Description of the proposed Work, which designates:
 - a). Scope of cutting, coring and patching
 - b). Subcontractor who will execute the work
 - c). Products proposed to be used
 - d). Extent of refinishing required
 - 6. Alternates to cutting, coring and patching
 - 7. Designation of the responsibility for the costs associated with the cutting, coring and patching

- C. Prior to performing any cutting, coring and patching as extra work, the Contractor shall have submitted a written cost proposal and received written direction from the Construction Manager.
- D. The Contractor shall be responsible for providing, locating, and installing all embeds necessary for the completion of the Work, so as to avoid unnecessary cutting and patching.

3. OPERATIONAL AND SAFETY LIMITATIONS

- A. The Contractor shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended including energy performances, or resulting in decreased operational life, increased maintenance, or decreased safety.
- B. The Contractor shall not cut, core drill or otherwise penetrate any post-tensioned cast-in-place concrete elements.

4. VISUAL REQUIREMENTS

The Contractor shall not cut and patch work which is exposed on the exterior, or exposed on the interior in occupied spaces of the building, in a manner resulting in a reduction of visual qualities, or resulting in substantial evidence of cut and patch work, as judged solely by the Architect. The Contractor shall remove and replace work judged by the Architect to be cut and patched in a visually unsatisfactory manner.

5. MATERIALS

The Contractor shall provide materials for cutting and patching which will result in equal or better work than work being cut and patched, in terms of performance characteristics and including visual effect where applicable. The Contractor shall comply with requirements, and use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

6. PREPARATION

- A. Inspection of Concealed Conditions (for construction existing prior to this Contract, if applicable) - Prior to beginning installation or preparation of shop drawings for each unit of work involving exposure of existing concealed construction, the Contractor shall remove the minimum of finishes, substrates and other existing construction as necessary to expose existing conditions where work is required behind existing surfaces. The Contractor shall verify that work can proceed in accordance with the requirements of the Contract Documents. The Contractor shall prepare detailed drawings of any existing conditions which differ substantially from conditions indicated or implied by the Contract Documents and the existing construction visible prior to exposure of concealed conditions. Submit drawings and a cost proposal to the Construction Manager for transmittal to the Architect a minimum of fourteen (14) calendar days prior to the scheduled installation of work in that area or the preparation of any required submittals relating to the area in question.

- B. Inspection of Concealed Conditions (for Work installed under this Contract) – In the event work is required behind existing surfaces previously installed under this Contract, the Contractor shall remove the minimum of finishes, substrates and other existing construction as necessary to expose existing conditions where work is required behind existing surfaces. Inspect and assess all conditions affecting the continued performance of the Work, and immediately report any circumstances which could have an adverse effect on the performance of the Work to the Construction Manager.
- B. Temporary Support - The Contractor shall provide shoring and protection and/or temporary support for work to be cut, to prevent failure. Do not endanger other work.
- C. Protection - The Contractor shall provide protection of other work during cutting and patching, to prevent damage and provide protection of the Work from adverse weather conditions. The Contractor shall not cut or alter work of another contractor without written consent of the Construction Manager.

7. CUTTING AND PATCHING

- A. The Contractor shall employ skilled tradesmen to perform all cutting, coring and patching and who have experience working with the materials involved. Except as otherwise indicated or approved by the Construction Manager or the Architect, the Contractor shall proceed with cutting and patching at earliest feasible time in each instance, and complete work without delay.
- B. The Contractor shall cut work by methods least likely to damage work to be retained and work adjoining. Employ the original installing subcontractor to perform cutting and patching for weather-exposed or moisture-resistant elements, and for exterior or interior surfaces exposed to view.
- C. In general, where physical cutting action is required, the Contractor shall cut work with sawing and grinding tools, not with hammering and chopping tools. Make cuttings to neat, straight lines and only to the size required to accommodate the construction to be installed. Core drill openings through finished concrete work.
- D. The Contractor shall patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- E. The Contractor shall restore exposed finishes of patched areas and extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching and refinishing. Where a patch occurs in a smooth painted surface, the Contractor shall extend the final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.
- F. Wherever existing concrete floors are required to be patched or leveled, and where slabs are chopped out to provide for installation of new concrete floors, and where existing concrete is to be extended, the Contractor shall apply concrete bonding agent before placing new concrete. Apply such bonding agent in accordance with the manufacturer's specifications.

- G. For fire rated vertical or horizontal surfaces, patching shall include appropriate fire stop applicable to the penetration and shall comply with code and U.L. requirements.

END OF SECTION 01 045, CUTTING, CORING & PATCHING

SECTION 01 050 – LAYOUT OF THE WORK

1. PROJECT LAYOUT REQUIREMENTS

- A. The Contractor shall be responsible to accurately establish and maintain all principal lines, routing, grades, and levels for the Work.
- B. Establish a minimum of two permanent bench marks on the site, referenced to data established by survey control points.
- C. Establish lines and levels, and locate and lay out by instrumentation and similar appropriate means, the following:
 - 1. Site improvements, including, but not limited to, pavement; stakes for grading, fill and topsoil placement; and utility slopes and invert elevations
 - 2. Grid and axes for structures
 - 3. Building foundations, column locations, and floor elevations
 - 4. Controlling lines and levels required for mechanical, electrical, and other trades
- D. Protect and preserve the established control points, monuments, stakes, bench marks, or other datum points. The Contractor shall not make any change in location without the written approval of the Construction Manager. Any control points lost or displaced through the neglect of the Contractor shall be replaced at no additional cost to the County.
- E. Verify the overall and critical dimensions and elevations for the Work prior to commencement of construction. Submit a written statement to the Construction Manager of the acceptance of the location of all existing conditions and previously completed construction, if any, as it relates to the Work of this Contract.
- F. Verify all drawing dimensions and existing measurements as the Work progresses at the site. No extra charges shall be allowed for differences between actual field measurements and any dimensions shown on the Contract Documents. Do not provide filler pieces or closures without approval from the Construction Manager.
- G. Verify and maintain layouts during construction operations, using the same methods as were used to establish original layouts.
- H. All Work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit. These items shall be located to prevent interference with other work and with the use of the spaces in the manner required by the functions of the space and the County. Valves shall be located in inconspicuous but accessible locations. Before proceeding with any work exposed to view, the Contractor shall carefully plan the layout and review any questionable installations with the Construction Manager.

- I. Maintain a complete and accurate log of control and survey work as it progresses. Indicate all control point locations, with horizontal and vertical data, on the record drawings submitted at Substantial Completion.

2. QUALITY ASSURANCE / QUALITY CONTROL

- A. The Contractor shall employ qualified personnel to stake out/locate the reference points as needed to properly locate the Work of the Contractor and all subcontractors. Engineers utilized in layout work shall be registered professionals, licensed in the State of Georgia, and acceptable to the Construction Manager.
- B. The Contractor shall be responsible for transferring all required measurements from the control points to the required locations throughout the Project. If, at any time, the Construction Manager questions the transference of such dimensions, the Contractor shall, at no additional cost to the County, verify the transference of questionable dimensions to the Construction Manager.

3. COORDINATION

- A. Upon Notice to Proceed, and again prior to commencement of construction, examine the site and the conditions under which the Work is to be installed, and notify the Construction Manager in writing of any discrepancies or conditions detrimental to the proper performance of the Work. The Contractor is not to proceed until any such discrepancies or detrimental conditions are corrected.
- C. Obtain accurate field dimensions in ample time to permit fabrication of items requiring same, and allow for delivery and installation in time to maintain the project schedule. The Contractor and all subcontractors shall cooperate and coordinate in completing the work phases to accommodate the schedule for obtaining dimensions and to prevent fabrication delay. In the event it is impractical to have work in place to permit field dimensions to be taken, the Contractor shall guarantee necessary dimensions to fabricators and be responsible to ensure those dimensions will be accurate.
- D. The Contractor shall furnish approved copies of all relevant information (shop drawings, diagrams, templates, technical data, etc.) to the County or to separate contractors, as required for coordination with any work of the Project by others.

END OF SECTION 01 050, LAYOUT OF THE WORK

SECTION 01 090 – REFERENCE STANDARDS

1. APPLICABILITY OF STANDARDS

- A. Where reference is made to standards or specifications published by various organizations ("standards"), the Work shall conform to latest edition of such standards as amended and revised in effect at the date of Contract, unless a specific date is indicated.
- B. Where material is designated for certain applications, material shall conform to standards designated in the applicable building code governing the Work. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards required by such code. Where no particular material is specified for a certain use, the Contractor shall select from choices offered in the governing code.
- C. Where a standard does not provide all information necessary for the complete installation of an item, comply with manufacturer's instructions for installation and workmanship.
- D. Where specific articles, sections, divisions or headings for standards are not given, such standards shall apply as appropriate. Standards when included in the Contract Documents by abbreviations or otherwise, shall form a part of Contract Documents. In the event of conflicts between cited standards and/or the Contract Documents, the more stringent shall govern.

2. ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms used throughout the Contract Documents refer to associations, institutes, societies and other public bodies who publish standards which are readily available to the public, and to the titles of the standards which they publish. Where such abbreviations or acronyms are used in the Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.
- B. Whenever initials representing such a body are shown, followed by a number or a combination of numerals and letters, reference is to a particular standard to which Contractor shall conform. The number or combination of numerals and letters following abbreviation designates the particular standard to be followed.

3. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

The Contractor shall be responsible when required by Contract Documents, or upon written request from the Construction Manager, to deliver required proof that materials or workmanship, or both, meet or exceed the requirements of a reference standard.

4. CONFLICTING STANDARDS

Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and other uncertainties to the Architect, through the Construction Manager, for a decision before proceeding.

5. COPIES OF STANDARDS

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

END OF SECTION 01 090, REFERENCE STANDARD

SECTION 01 200 – PROJECT MEETINGS

1. GENERAL

- A. The Construction Manager will determine the agenda for and chair the meetings described below and also shall prescribe the format for the documentation of the meetings to be produced by the Contractor.
- B. Representatives of the Contractor and its subcontractors and suppliers in attendance at any project meeting shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Contractor shall schedule and administer project meetings throughout progress of Work as required by this Section 01 200, and where specified or required by the Construction Documents, and shall have the following specific responsibilities:
 - 1. Distribute Construction Manager's agenda for meetings
 - 2. Distribute written notice of each meeting a minimum of four days in advance of meeting date
 - 3. Make physical arrangements for meetings
 - 4. Record minutes, in the format to be provided by the Construction Manager, to include significant proceedings and decisions
 - 5. Reproduce and submit word processed minutes, within four working days after each meeting, to the Construction Manager for approval before further distribution. After approval, distribute copies as follows:
 - a. to all participants in the meeting
 - b. to all parties affected by decisions made at meeting
 - c. to all other parties as may be designated by the County or Construction Manager
- D. The County's user department(s) will be active participants in the design and construction process for this project, and their representative(s) shall be invited to all project meetings for which their presence and/or participation is appropriate.

2. PRE-CONSTRUCTION MEETING

- A. Scheduling: Meetings shall be held at least two weeks prior to any Work commencing on the site.
- B. Location: Designated by Construction Manager.
- C. Meeting Minutes: The Construction Manager shall generate and distribute meeting minutes for the Pre-Construction Meeting
- D. Attendance:
 - 1. Owner/user group representative(s), as appropriate
 - 2. Fulton County Construction Manager
 - 3. Engineer's representative (at it option)

4. Contractor's Project Manager, Superintendent(s), Safety Manager, and other representative(s) as appropriate or requested by the Construction Manager
5. Major subcontractors and suppliers
6. Others as appropriate

D. Suggested Minimum Agenda:

1. Introductions
2. Lines of communication
3. Security and site access
4. Relocation and move-out of existing Owner operations
5. Use of premises, temporary utilities and temporary facilities
6. Staging and logistics areas
7. Traffic and parking procedures
8. Discussion of major subcontractors and suppliers
9. Construction schedule
10. Critical work sequencing
11. Major equipment deliveries
12. Project coordination and designation of responsible personnel
13. Procedures and processing of:
 - a. Design issues and decisions
 - b. Field decisions
 - c. Proposal requests
 - d. Submittals
 - e. Change orders
 - f. Applications for payment
14. Procedures for maintaining record documents and as-builts
15. Safety and first-aid procedures
16. Housekeeping procedures
17. Other administrative procedures

3. CONSTRUCTION PROGRESS MEETINGS

- A. Scheduling: Meetings shall be conducted at least bi-weekly throughout the construction phase.
- B. Location of the Meetings: Project field office of Contractor or other location designated by Construction Manager.
- C. Meeting Minutes: The Construction Manager shall generate and distribute meeting minutes for the Construction Progress Meetings
- D. Schedule, Submittals, Changes Updates: The Contractor shall be responsible to provide the Construction Manager information prior to meetings to incorporate into the agenda package.
- E. Attendance:
 1. Owner/user group representative(s), as appropriate

2. Construction Manager representative
3. Engineer's representative (at its option)
4. Contractor's Project Manager, Superintendent(s), and other representative(s) as appropriate
5. Subcontractors and suppliers as appropriate to the agenda
6. Contractor's Architect (if Design/Build)
7. Others as appropriate

D. Suggested Minimum Agenda:

1. Actual vs. scheduled progress since previous meeting
2. Planned construction activities for the next four weeks
3. Problems with and revisions to construction schedule
4. Review of off-site fabrication and delivery schedules
5. Corrective measures and procedures to regain projected schedule
6. Review submittal schedules and expediting
7. Construction Document clarifications
8. Field observations, problems, conflicts
9. Quality control
10. Material Inspections & Testing
11. Actual and potential changes and their impacts
12. Safety issues
13. Changes
14. Payments

E. Updates Required From Contractor: At Progress Meetings the Contractor shall provide updates that include but are not limited to:

1. Graphic of actual vs. scheduled progress since previous meeting
2. Graphic of planned construction activities for the next four weeks
3. List of problems with and revisions to construction schedule
4. Submittal log – submittal schedule
5. RFI log - List of needed Construction Document clarifications
6. List of problems, conflicts
7. Changes log - List of actual and potential changes and their impacts
8. Safety issues

4. PRE- INSTALLATION MEETINGS

- A. Scheduling: Schedule pre-installation meetings for installation of various aspects of the Work prior to the start of installation, or as otherwise specified in the Project Manual. Do not schedule pre-installation meetings until required submittals have been approved unless noted otherwise where multiple meetings are required (1st meeting - prior to ordering, 2nd meeting – prior to installation).
- B. Location: At jobsite.
- C. Meeting Requirements:

1. Prior to installation of work, conduct pre-installation meeting at project site with Contractor's superintendent and foreman, primary materials installer, installer of each component of associated work, representative(s) of materials manufacturer(s), inspection and testing agency representative (if any), installers of other work requiring coordination, Construction Manager, Architect, and Owner's representative for the purpose of reviewing job mock-up (if any), job conditions, project requirements and procedures to be followed in performing work.
2. At pre-installation meeting, examine areas and conditions under which work is to be performed. Report in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected. Commencement of work shall constitute acceptance of substrate conditions.
3. At pre-installation meeting, the manufacturer's authorized representative shall inspect storage of job site materials, establish scheduling of initial and final installation of products, and establish the method of preparing written progress reports to Contractor (with copy to Construction Manager) of job conditions and installation.
4. At pre-installation meeting, review manufacturer's product data publications and other published instructions for material installation compliance including shop drawings. Shop drawings and submittals shall be reviewed and approved prior to pre-installation meetings. Contractor shall provide a set of approved shop drawings and submittals for meeting use.
5. Where manufacturer's representative offers recommendations on material use, such recommendations shall be submitted in writing and substantiated by dated, printed, published product data or material use statement which is complete, definite, and clear, and signed by authorized company official.
6. Meeting Report: Submit copy of pre-installation job meeting report. Include copy of manufacturer's inspection report, manufacturer's recommendations, and any statement of non-compliance as applicable.
7. Pre-Installation meetings shall include, but not be exclusive of the following portions of the Work. Some systems will require two (2) meetings as indicated:
 - a. HVAC Equipment & Systems (1st meeting - prior to ordering, 2nd meeting – prior to installation)
 - b. Controls systems (1st meeting - prior to ordering, 2nd meeting – prior to installation)
 - c. Plumbing equipment and systems (1st meeting - prior to ordering, 2nd meeting – prior to installation)
 - d. Elevator systems (1st meeting - prior to ordering, 2nd meeting – prior to installation)
 - e. Combined Mechanical/Electrical/Plumbing & Control Systems (1st meeting - prior to ordering, 2nd meeting – prior to installation)

5. INSPECTION TOURS

- A. Formal inspection tours shall be made of the job progress for the Owner and any other officials as the occasion warrants and as scheduled by the Construction Manager.

- B. If requested by the Construction Manager, the Contractor shall be prepared to show and explain work completed and in progress throughout the Project to the inspection parties.

END OF SECTION 01 200, PROJECT MEETINGS

SECTION 01 310 – SCHEDULING OF THE WORK

1. INTRODUCTION

- A. This Section describes the construction scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements of this Section are:
1. to insure adequate planning and execution of the Work by the Contractor;
 2. to assist the County and Construction Manager in evaluating the progress of the Work;
 3. to provide for optimum coordination by Contractor of its trades, subcontractors and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
 4. to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work.

2. GENERAL SCHEDULING REQUIREMENTS

- A. The Work of this Contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The Contractor shall use one of the following software programs to develop its Detailed Construction Schedule:
1. Primavera Project Planner, latest version
 2. SureTrak Project Manager, latest version
 3. Microsoft Project, latest version (MPX file)
- B. The Detailed Construction Schedule, as defined herein, shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract completion date and interim milestone dates specified. The Detailed Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors or the County, and interface dates with utility companies, the County's operations, and others. The Detailed Construction Schedule shall anticipate all necessary manpower and resources to complete the Work within the dates set forth.
- C. Once approved by the Construction Manager, the Detailed Construction Schedule will become the Schedule of Record, and will be the basis for coordinating the Work, scheduling the Work, monitoring the Work, reviewing progress payment requests, evaluating time extension requests, and all other objectives listed above. No other schedule will be recognized for this Contract.
- D. The Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The Detailed Construction Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The Contractor shall ensure that Detailed Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- E. When there are separate contractors working concurrently on the Project whose work must interface or be coordinated with the Work of the Contractor, the Contractor shall coordinate its activities with the activities of the separate contractors, and the Detailed Construction Schedule shall take into account and reflect such work by others.
- F. The Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by it so that the progress of construction shall be maintained according to the currently approved construction schedule for the Work. The Contractor shall notify the Construction Manager in writing, and in a timely and reasonable manner, whenever the

Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by the Contractor will be later than the delivery date indicated by the currently approved

construction schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

3. DETAILED CONSTRUCTION SCHEDULE

- A. Within two (2) weeks after the Notice to Proceed, the Contractor shall submit a Detailed Construction Schedule according to the requirements established herein.
- B. The Detailed Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities which are part of the Contractor's construction plan and an accompanying listing of activity's dependencies and interrelationships. The Detailed Construction Schedule submission shall include, but not be limited to, the following information:
 1. Project name
 2. Distinct, logical and identifiable subdivisions of Work
 3. Activities for all aspects of the Work, with durations not exceeding fourteen (14) calendar days for all activities for which the Contractor will perform actual construction work. Material procurement, submittals, concrete curing and other similar activities may exceed fourteen (14) calendar days if approved by the Construction Manager. Related activities, each of a duration of five (5) calendar days or less, may be shown as one activity together, if not on the critical path of timely job completion.
 4. Outage schedules for existing utility services that will be interrupted during the performance of the Work
 5. Acquisition and installation of equipment and materials supplied and/or installed by the County or separate contractors
 6. All start dates, milestones, float and completion dates
 7. An accounting of the number of workdays anticipated to be lost due to weather. This accounting shall be in accordance with allowable days per month provided in Article 8 of the *Owner-Contractor Agreement* (Section 00 500).
 8. A tabular report listing all predecessor and successor activities for each activity
 9. A legible time scaled network diagram showing the critical path.
 10. A listing of the project calendar, indicating the anticipated days of work performance
 11. A floppy computer disk, in a form and format acceptable to the Construction Manager, of the Detailed Construction Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule.
- C. Activities and milestones to appear on the Detailed Construction Schedule shall include, but not be limited to, sitework, structure erection, roof close-in, exterior wall systems, paving, major material fabrication and delivery, shop drawings submittals, bi-weekly progress meetings, furniture delivery and installation, equipment delivery and installation, coordination requirements, mock-up installations and inspections, dates of Substantial and Final Completion, Certificate of Occupancy inspection, systems testing and instruction, and special County reviews and decision points that impact the Work.
- D. Schedule Reports: Schedule submissions will contain the following minimum information for each activity:
 1. Activity number, description and estimated duration

2. Anticipated start and finish dates
 3. Responsibility for activity
 4. The cost loading values for each activity.
- E. For all major equipment and materials to be fabricated or supplied for the Project, the Detailed Construction Schedule shall show a sequence of activities including:
1. Preparation of shop drawings and sample submissions
 2. A reasonable time for review of shop drawings and samples or such time as specified in the Contract Documents
 3. Shop fabrication, delivery and storage
 4. Erection or installation
 5. Testing and balancing of equipment and materials.
 6. Training & Instruction
 7. Project Closeout
- F. The Contractor shall submit, as a part of the data submitted to the Construction Manager, a narrative report indicating the anticipated allocation by the Contractor of the following resources and work shifts for each activity which he proposes to be utilized on the Project:
1. labor resources;
 2. equipment resources; and
 3. whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6 or 7 day work week basis.
- G. The Construction Manager shall have the right to require the Contractor to modify any portion of the Contractor's Detailed Construction Schedule, or Recovery Schedule, as herein required, (including cost loading) with the Contractor bearing the expense thereof, which the Construction Manager reasonably determines to be:
1. impractical or unreasonable;
 2. based upon erroneous calculations or estimates;
 3. not in compliance with other provisions of the Contract Documents;
 4. required in order to ensure proper coordination by the Contractor of the Work of its subcontractors and with the work or services being provided by any separate contractors;
 5. necessary to avoid undue interference with the County's operations or those of any utility companies or adjoining property owners;
 6. necessary to ensure completion of the Work by the milestone and completion dates set forth in the Contract Documents;
 7. required in order for the Contractor to comply with the requirements of this Section or any other requirements of the Contract Documents; or
 8. not in accordance with the Contractor's actual operations.

5. COST LOADING

- A. As part of the submission of the Detailed Construction Schedule, the Contractor shall submit a breakdown of the expected value of each of the schedule activities for which payment is required.

- B. The cost breakdown of the Detailed Construction Schedule shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment.

6. UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

- A. Not less than seven (7) calendar days before the submission of the monthly progress payment request, or on a date specified by the Construction Manager, the Contractor shall arrange for its Project Manager, Superintendent and necessary subcontractors and suppliers to attend a monthly schedule meeting with the Construction Manager to review the Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, and shall be prepared by the Contractor in consultation with all principal subcontractors and suppliers.
- B. The progress report of the Contractor shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining duration and/or estimated completion dates for activities currently in progress, and quantities of material installed during the reporting period.
- C. The Construction Manager will produce a computerized update worksheet for the Contractor to complete as a part of this process.
- D. At the monthly schedule meeting a total review of the Project will take place including but not limited to, the following:
 - 1. Current update of the Detailed Construction Schedule
 - 2. Anticipated detailed construction activities for the subsequent report period
 - 3. Critical items pending
 - 4. Contractor requested changes to the Detailed Construction Schedule.
- E. The Contractor shall submit a narrative with the progress report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
 - 1. A narrative describing actual Work accomplished during the reporting period
 - 2. A list of major construction equipment used on the Project during the reporting period
 - 3. The total number of men by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel
 - 4. A manpower and equipment forecast for the succeeding thirty (30) days, stating the total number of men by craft, and separately stating such total as to office, supervisory and field personnel
 - 5. A list of Contractor supplied materials and equipment, indicating current availability and anticipated job site delivery dates
 - 6. Anticipated changes or additions to Contractor's supervisory personnel.
- F. As part of the updating process, the Construction Manager will calculate, based upon progress data provided by the Contractor and agreed to by the Construction Manager, the value of Work completed based on the sum of the cost loading amounts for all activities, including activities

specifically defined for stored materials, less the amount previously paid. Summation of all values of each activity less the appropriate percent of retainage shall be the maximum amount payable to the Contractor, provided that the Contractor has complied with all requirements of the Contract Documents.

- G. No invoice for payment shall be submitted and no payment whatsoever will be made to the Contractor until the required narrative reports, as defined herein, have been submitted and the Detailed Construction Schedule has been updated.

7. RECOVERY SCHEDULE

- A. Should the updated Detailed Construction Schedule, at any time during the Contractor's performance, show, in the sole opinion of the Construction Manager, that the Contractor is behind schedule for any milestone or completion date for any location or category of work, the Contractor, at the request of the Construction Manager, shall prepare a Recovery Schedule within five (5) days, at no additional cost to the County (unless the County is solely responsible for the event or occurrence which has caused the schedule slippage), explaining and displaying how the Contractor intends to reschedule its Work in order to regain compliance with the Detailed Construction Schedule within thirty (30) calendar days.
- B. If the Contractor believes that all of the time can be recovered within thirty (30) calendar days, the Contractor will be permitted to prepare a Recovery Schedule as set forth below. However, if the Contractor believes it will take more than thirty (30) days to recover all of the lost time, it shall prepare and submit a request for revision to the Detailed Construction Schedule and comply with all of the requirements of a Schedule Revision as set forth in Paragraph 8 below.
- C. The Contractor shall prepare and submit to the Construction Manager a one month maximum duration Recovery Schedule, incorporating the best available information from subconsultants, subcontractors and others which will permit a return to the Detailed Construction Schedule at the earliest possible time. The Contractor shall prepare a Recovery Schedule to the same level of detail as the Detailed Construction Schedule. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
- D. Within two (2) days after submission of the Recovery Schedule to the Construction Manager, the Contractor and any of the necessary subcontractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Construction Manager to review and evaluate the Recovery Schedule. Within two (2) days of the conference, the Contractor shall submit the revisions necessitated by the review for the Construction Manager's review and approval. The Contractor shall use the approved Recovery Schedule as its plan for returning to the Detailed Construction Schedule.
- E. The Contractor shall confer continuously with the Construction Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Construction Manager will direct the Contractor as follows:
 - 1. If the Construction Manager determines the Contractor continues behind schedule, the Construction Manager will direct the Contractor to prepare a Schedule Revision and comply

- with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the County and Construction Manager as provided elsewhere in the Contract Documents; or
2. If the Construction Manager determines the Contractor has successfully complied with provisions of the Recovery Schedule, the Construction Manager will direct the Contractor to return to the use of the approved Detailed Construction Schedule.
- F. In carrying out any approved Recovery Schedule, or whenever it becomes apparent that any critical activity completion date may not be met, the Contractor shall take any or all of the following minimum actions, as may be required, at no additional cost to the County:
1. Increase manpower to put the Work back on schedule.
 2. Increase the number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination which will place the Work back on schedule.
 3. Reschedule activities to achieve maximum practical concurrence and place the Work back on schedule.
- G. If the Contractor fails to take appropriate action as required by this Paragraph 7 to recover delays in the schedule, the Construction Manager may take action to attempt to put the Work back on schedule and deduct the cost of such action from monies due or to become due the Contractor in accordance with the Contract Documents.

8. SCHEDULE REVISIONS

- A. Should the Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the duration of the activities in its Construction Schedule, it shall do so in accordance with the requirements of this Paragraph and the Contract Documents. The approved Detailed Construction Schedule may only be revised by written approval of the Construction Manager as provided herein.
- B. The Contractor shall submit requests for revisions to the Detailed Construction Schedule to the Construction Manager, using a Schedule Revision Form provided by the Construction Manager, together with written rationale for revisions and description of logic for rescheduling work, substantiating that the milestone and completion dates will be met as listed in the Contract Documents. Proposed revisions acceptable to the Construction Manager and County will be approved in writing and incorporated into the Detailed Construction Schedule.
- C. Requests for revision will be accompanied by evidence acceptable to the Construction Manager that the Contractor's suppliers, subcontractors and sub-subcontractors are in agreement with the proposed revisions.

- D. If there are separate contractors on the Project, the approval of the separate contractors shall be obtained to make the proposed schedule revisions. If accepted by the Construction Manager and County, the revisions shall be binding upon the Contractor and all separate contractors on the Project.

9. FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the currently approved construction schedule. Float or slack time shown on the currently approved construction schedule is not for exclusive use or benefit of either the County or the Contractor and is available for use by either of them according to whichever first needs the benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work which may arise during performance. The Contractor specifically agrees that float time may be used by the County or Construction Manager in conjunction with their review activities or to resolve Project problems. The Contractor agrees that there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, delay, impact, acceleration, or change order which only results in the loss of available float on the currently approved construction schedule.
- B. Float time shown on any construction schedule shall not be used arbitrarily by the Contractor in a manner which, in the opinion of the Construction Manager, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the County.

END OF SECTION 01 310, SCHEDULING OF THE WORK

SECTION 01 320 – REPORTS

1. DAILY REPORTS

- A. The Contractor's Superintendent shall prepare and submit Daily Reports throughout the construction phase of the Work. Daily Reports shall be kept in an orderly manner at the site, available for inspection or review when requested by the Construction Manager or the Architect. Copies of Daily Reports shall be accumulated and submitted to the Construction Manager on a weekly basis, on a regular day and time to be determined by the Construction Manager. Failure to submit Daily Reports or to comply with the format requirements below is cause for the Construction Manager to retain additional monies due the Contractor from the monthly Application(s) for Payment until such time as the reports have been brought up to date by the Contractor.
- B. Each Daily Report shall include the following information at a minimum:
1. Manpower by subcontractor, trade, and skill level
 2. Weather and temperatures (AM and PM)
 3. List of visitors to the jobsite
 4. Specific work performed with locations
 5. Situations or circumstances which could delay the Work or give cause for a time extension or additional cost
 6. Instructions requested (and of whom)
 7. Materials received
 8. Major equipment arrival/departure
 9. Total days accrued under the terms of the Contract Documents
 10. Accidents and incidents
 11. Safety issues
 12. Meetings
 13. Other significant events at the jobsite
- C. The Contractor shall take the necessary action required to specifically alert the Construction Manager to items which could result in impacts to the progress of the Work. Such items shall be clearly highlighted in the report.
- D. All Daily Reports shall be clearly handwritten or typed. Poor copies, reports in sloppy or illegible handwriting or on wrinkled paper will not be accepted.

END OF SECTION 01 320, REPORTS

SECTION 01 340 – SHOP DRAWINGS, PRODUCT DATA & SAMPLES

1. GENERAL

- A. This Section covers provisions for the submittal of shop drawings, product data, and samples prior to construction, and supplements the Owner-Contractor Agreement.
- B. The Contractor is required to make all submittals in accordance with the Contract Documents. Refer to the individual Technical Specifications for identification of equipment and materials for which submittals are required.
- C. Provisions in this Section are mandatory procedures for preparing and submitting shop drawings, product data, and samples.
- D. Required shop drawings, product data, and samples shall be coordinated, prepared, and submitted so as not to impact the project schedule. Submittals for interfacing units of work, and different categories of submittals for the same work, shall be coordinated and sequenced so that one will not be delayed by another. Adequate time shall be allowed for review by the Architect, and for possible resubmittal. Delays or impacts due to the Contractor's failure to make or process submittals in a timely fashion are solely the responsibility of the Contractor. The Contractor has an obligation to notify the Construction Manager in a timely manner if the submittal review process, with respect to reviews by the Architect might cause a schedule impact on the required delivery of any materials or fabricated assemblies required to execute the Work.
- E. Project delays or delays in the purchasing of materials or equipment occasioned by the requirement for resubmission of shop drawings, product data, and samples not in accordance with the Contract Documents are the Contractor's sole responsibility and will not be considered valid justification for time extensions.
- F. No portion of the Work requiring the submittal of shop drawings, product data, or samples shall be commenced until each such submittal has been reviewed by the Architect, and the action required on the returned submittal does not require a correction and resubmittal (i.e., "No Exceptions Taken" or "Make Corrections Noted," or similar notation); and further, each installer shall have possession of such final reviewed submittal prior to commencing its portion of the Work.
- G. The Contractor shall be responsible for distribution of all copies of initial and approved submittals required for coordination with others concerned with the Work.
- H. Submittals requiring review by the Architect shall be delivered to the Construction Manager's office, unless directed otherwise by the Construction Manager. Submittals are to be scheduled and submitted to allow adequate time for review.

2. DEFINITIONS

- A. "Shop Drawings" are drawings, diagrams, illustrations, schedules, performance charts, manufacturer's data sheets, brochures and other data which are prepared and submitted by the Contractor and its subcontractors to illustrate in detail some portion of the Work. The Architect's drawings are not acceptable as shop drawings.

- B. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor and its subcontractors to illustrate a material, product, or system for some portion of the Work.
- C. "Samples" are physical examples prepared for submission by the Contractor and its subcontractors to illustrate materials, equipment, or workmanship, and to establish standards by which the work will be judged as complying with the Contract Documents. Mock-ups are a special form of samples, too large or otherwise inconvenient for transmittal in the manner specified. Mock-up requirements are specified elsewhere in the Contract Documents.

3. SUBMITTAL REGISTER

- A. Within ten (10) days of the Contractor's receipt of the Notice of Award, the Contractor shall submit a comprehensive Submittal Register to the Construction Manager, showing all items requiring submission as defined in the General Requirements and the Technical Specifications.
- B. No submittals will be accepted or reviewed until the Submittal Register has been submitted, reviewed, and approved by the Architect and the Construction Manager as to content and format.
- C. The Submittal Register shall be updated by the Contractor and resubmitted on a monthly basis, or as otherwise required by the Construction Manager.
- D. The initial format of the Submittal Register shall be determined by the Contractor. If any aspect is lacking, the Submittal Register shall be reworked and resubmitted in a format as prescribed by and to the level of detail required by the Construction Manager.
- E. The Submittal Register shall be organized by Specification Section, and shall be further broken down as submittals from subcontractors will be structured.
- F. The Submittal Register shall include all required submittals for test procedures, training programs, operation and maintenance manuals, and any other submittals required by the General Requirements.
- G. The Submittal Register shall include the following information at a minimum:
 - 1. Submittal breakdown by Specification Section and Paragraph number.
 - 2. Scheduled date for initial submittal of each item.
 - 3. Number of calendar days required after review to fabricate and deliver the specified item to the jobsite (if applicable).

4. PREPARATION OF SUBMITTALS

- A. General Identification: All shop drawings, product data, and samples submitted for review shall have the following identification data, as applicable, contained thereon or permanently affixed thereto.

1. Date of submission and the dates of any previous submissions
2. Project title and location
3. Job number
4. Contract identification
5. Names of the Contractor, subcontractor, installer, supplier, and manufacturer
6. Identification of product (brand name, model number), use, and location
7. For each shop drawing: drawing number, drawing title, revision number, and date of drawing and all subsequent revisions
8. Corresponding Specification Section and Paragraph reference from Contract Documents
9. Field dimensions, clearly identified as such
10. Relation to adjacent or critical features of Work or materials
11. Applicable standards, such as ASTM or Federal Specification numbers
12. Identification of deviations from the Contract Documents
13. Identification of revisions from previous submittals (if a resubmittal)
14. Contractor's stamp, initialed or signed, and dated

B. Shop Drawing Preparation

1. Provide newly-prepared information with graphics at accurate scale (except as otherwise indicated).
2. Number all sheets consecutively.
3. Indicate all working and erection dimensions. Identify all dimensions based on field measurement.
4. Show arrangements and sectional views.
5. Indicate kinds of materials and finishes, anchoring and fastening details, including information for making connections to other Work. Furnish installation instructions to be followed in the field to achieve manufacturer's designed and planned intentions.
6. Indicate corresponding detail numbers from Contract Drawings in addition to numbering systems used on shop drawings.
7. Form:
 - a. Up to 11" x 17" in size may be either prints on opaque paper, or reproducible transparency. The use of 8-1/2" x 14" size shall not be acceptable.
 - b. Prepare submissions larger than above on reproducible, correctable transparent sheets between 18" x 24" (minimum) and 30" x 45" (maximum) in size.
8. Number of copies to be submitted:
 - a. The Contractor shall submit one (1) reproducible copy and five (5) print copies for review.

- b. Copies shall be grouped together such that one set of all copies can be removed immediately without the necessity to remove and re-sequence the remaining copies.
 9. Associated drawings relating to a complete assembly shall be submitted simultaneously to the greatest extent possible, so that each may be checked in relation to each other and the total assembly.
 10. Composite Coordination Shop Drawings:
 - a. The locations and routing of all mechanical and electrical systems shall be delineated on coordinated composite layout drawings, to be submitted by the Contractor and reviewed by the Architect and the Construction Manager according to the procedures above. Such coordination shall consider all other building systems, including structural members and their elevations.
 - b. The composite drawings shall accommodate layering of ductwork, plumbing supply, waste, roof drainage and vent piping, fire protection piping, HVAC piping, electrical conduit, control systems conduit, light fixture locations, sprinkler head locations, HVAC ceiling-mounted and wall-mounted air devices, and life-safety system device locations.
 - c. Provide plan views of all ceiling plenum spaces, duct and pipe shafts, and mechanical and electrical rooms. Show all ceiling grid patterns and walls. Clearly indicate top and bottom elevations of work, including elevations of wall-mounted devices.
 - d. Clearly indicate all penetrations of smoke and fire-rated walls and ceilings. Indicate recommended smoke stop or fire stop method, cross-referenced to Division 7 Specification requirements.
 - e. Composite drawings shall be 1/4" = 1'-0" minimum scale.

C. Product Data Preparation

1. Product data submittals shall be made by Specification Section. All items within a Specification Section requiring submissions shall be submitted together. If two or more Sections require inter-coordination (e.g. Air Handling Unit and Vibration Isolation, or Emergency Generator and Transfer Switch), they shall be submitted at the same time. Each individual submittal item shall be marked to show the Specification Paragraph number which pertains to that item.
2. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and coordination requirements.
3. Clearly mark each copy to identify pertinent products, brand names, or models, and to indicate which choices and options are applicable to the Work.

4. Modify each copy to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work and to job conditions.
5. Include performance characteristics and capacities.
6. Include dimensions and clearances required.
7. Include wiring or piping diagrams and controls.
8. Form:
 - a. Submit all items within a Specification Section in a tabbed binder, with an index.
 - b. Submittals for multiple but related Specification Sections may be grouped in the same binder, if adequately indexed and tabbed for easy reference.
 - c. If product submittals bound together exceed the capacity of one binder, two or more binders shall be used, and notations shall be made on the covers of each indicating the number of binders in the set and the number of each binder (i.e., 2 of 3).
9. Number of copies to be submitted: five (5).

D. Sample Preparation

1. Provide samples which are identical with the final condition of proposed materials or products for the Work.
2. Provide "range" samples (not less than three (3) units) where unavoidable variations must be expected, and describe or identify variations between units of each set.
3. Provide a full set of optional samples where selection is required.
4. Provide information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards.
5. Number of samples to be submitted: three (3).
6. Maintain one set of all approved samples at the jobsite, in suitable condition, for quality control comparisons by the Construction Manager. Jobsite quality control samples shall become the property of the County.
7. Returned submittals which are intended or permitted to be incorporated into the Work shall be so indicated in the individual Specification Sections, and shall be in a suitable and undamaged condition at the time of incorporation.

E. Other Submittals

1. Inspection and Test Reports: Classify each as either a "shop drawing" or "product data," depending on whether report is uniquely prepared for the Project or a standard publication of workmanship control testing at point of production, and process accordingly.
2. Letters of Material Certification: Submit for specified materials, items, or equipment, and when requested. Letters of certification shall certify that material or equipment submitted complies with the Contract Documents and shall be submitted with substantiating supporting data (i.e., test reports from approved independent testing laboratory or other approved source). Classify as "product data."
3. Fire Rating and Acoustical Rating Certifications: Submit notarized certifications with shop drawings and material samples which are required to show or have a fire or acoustical rating.

5. TRANSMITTAL

- A. Transmit all shop drawings, product data, and samples to the Construction Manager for transmittal to the Architect.
- B. Accompany each submittal to the Construction Manager with a transmittal letter, in duplicate, containing the Project name, Contractor's name, contract number and description, and brief description of submittal, including the number of drawing sets, data sets, and/or samples included. Include an outline of deviations, if any, from the requirements of the Contract Documents, and itemize proposed changes in the Contract Sum or Contract Time, if any. Where no change in the Contract Sum or Contract Time is indicated by the Contractor, it shall be concluded that no such change is involved for making the change.

6. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall prepare and submit all submittals with promptness and in accordance with the project schedule.
- B. The Contractor shall determine and verify prior to submittal of any shop drawing, product data, or sample, the following:
 1. Field measurements
 2. Field construction criteria and job conditions
 3. Catalog numbers and similar data
 4. Conformance with Specifications
- C. Any deviation in a submittal from the requirements of the Contract Documents shall be called to the attention of the reviewing party in writing at the time of the submittal.
- D. The Contractor shall affix its stamp, with initials or signature, and date, prior to submittal to the Construction Manager, indicating its review and concurrence that the submittal conforms to the Contract Documents.

- E. All copies of submittals shall include the stamp indicated above, and previous revisions, if any, shall be clouded and noted. Failure to adhere to these requirements will result in the return of the unreviewed submittal to the Contractor for re-submittal, with the Contractor responsible for any impact to the project schedule resulting there from.
- F. If re-submittals are necessary, they shall be made as specified above for initial submittals. Re-submittals shall highlight all revisions made and the cover shall include the phrase, "Re-submittal No. _____."
- G. All re-submittals shall carry the same submittal number but shall have a suffix designation which is designed to signify that the package is a re-submittal. This suffix designation shall be changed for each subsequent re-submittal.

7. CONSTRUCTION MANAGER'S RESPONSIBILITIES

- A. The Construction Manager will provide a general review of all submittals for completeness and compliance with submittal procedures as outlined herein.
- B. The Construction Manager will return to the Contractor, without review, all submittals not bearing the Contractor's review stamp or not indicating that the submittal has been reviewed by the Contractor. All costs resulting from unnecessary delays of this type will be the responsibility of the Contractor.
- C. The Construction Manager will forward acceptable submittals to the Architect for review.
- D. After the Architect review, the Construction Manager will forward reviewed submittals to the Contractor and retain one copy for the County. The Contractor will provide additional distribution copies to the Construction Manager of any submittals in a "No Exceptions Taken" status as directed by the Construction Manager at any time during execution of the contract.

8. ARCHITECT'S RESPONSIBILITIES

- A. Shop drawings, product data, and samples will be examined by the Architect with reasonable promptness and returned to the Construction Manager. Allow a reasonable time for processing by the Architect and the Construction Manager in addition to transit time.
- B. Shop drawings, product data, and samples will be returned to the Contractor noted for action as follows:
 - 1. "Rejected" – indicates that the submission is unacceptable and requires resubmission. In the case of a mock-up, reconstruction will be required. The Contractor shall make corrections as noted and resubmit. Fabrication shall not begin on items covered by submittals bearing this notation.
 - 2. "Make Corrections Noted" – indicates that the Contractor shall make the corrections indicated on the returned submittal. This notation will permit fabrication to begin on all items subject to

- the corrections indicated. If "Resubmit" has been added after "Make Corrections Noted," the Contractor shall delay fabrication on items affected by the corrections, make appropriate changes and resubmit.
3. "No Exceptions Taken" – indicates that fabrication may begin on all items.
 4. "Not Required for Review" – indicates that no submittal is required.
- C. The Architect will apply its document review stamp, with signature or initials, on all reviewed copies of submittals. Through the Construction Manager, one copy of all reviewed submittals will be returned to the Contractor; for shop drawings where reproducible copies are submitted, one print and one reproducible copy will be returned.
- D. The Technical Specifications for structural, mechanical and electrical work may modify the above requirements and shall govern in the event of conflict.
- E. If the Contractor has a complaint with either the time required or the information provided by the Architect's review, it shall be expressed in writing at the time the submittal is returned. Failure by the Contractor to file such complaints at that time will prevent attempting to allege delays or impacts resulting there from at a later date. Such complaints must be fully detailed, and if additional information is requested by the Construction Manager, it shall be provided as soon as becomes available, but in no case later than ten (10) days from the return of the submittal in question.
- F. The Architect's review of a submittal shall not be construed as an indication that it is correct or suitable, nor that Work represented by a submittal complies with the Contract Documents, except as to matters of finish, color, and other aesthetic matters left to the Architect's decision by the Contract Documents. Further, reviews by the Architect of submittals of details for any material, apparatus, device, etc., will not relieve the Contractor from responsibility for furnishing same of proper dimension, size, quantity, and quality to efficiently perform the Work and carry out the requirements and intent of the Contract Documents.

9. RECORD SUBMITTALS

- A. At Substantial Completion of the Work, the Contractor shall deliver to the Construction Manager one copy of all final, approved submittals for the County's record.
- B. Record submittals not in the form of drawing rolls shall be neatly labeled and organized by Specification Section and boxed in a "Banker's Box" or equivalent. Rolls of shop drawings shall be labeled appropriately for easy reference.

END OF SECTION 01 340, SHOP DRAWINGS, PRODUCT DATA & SAMPLES

SECTION 01 370 - SCHEDULE OF VALUES

1. GENERAL SUMMARY

A. The Contractor shall submit to the Construction Manager a Schedule of Values for the entire Contract, either within ten (10) days of Contract award or fifteen (15) days prior to the first Application for Payment deadline, whichever comes first.

B. Breakdown and Content

The Schedule of Values will be submitted in a format as prescribed by and to the level of detail specified by the Construction Manager.

1. The sum of the parts of the Schedule of Values shall aggregate to the total Contract Sum.
2. The minimum level of breakdown will normally be:
 - a. General Conditions line item(s) as required
 - b. Construction costs, by CSI Division or major trade, and broken down into labor and material line items for specific areas of the facility
 - c. Stored material projections
3. Schedule of Values items shall have a direct and understandable relation to the Project CPM Schedule.

2. SCHEDULE OF VALUES UTILIZATION

A. Applications for Payment

The Schedule of Values, unless objected to by the Construction Manager or the Architect, shall be the basis for the Contractor's Applications for Payment.

B. Changes to the Schedule of Values

The Construction Manager shall have the right to require the Contractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:

1. The Schedule of Values appears to be incorrect or unbalanced.
2. A revision to the segregation of values is required due to the Contractor revising the sequence of construction or assembly of building components, which in turn invalidates the Schedule of Values.

3. Change Orders are issued to the Contractor and require incorporation into the Schedule of Values.

C. Stored Materials

The Contractor is required to correlate the documentation for payment of stored materials requested in the Application for Payment against the agreed upon breakdown of the Schedule of Values. The Construction Manager reserves the right to not process the Application for Payment if this correlation has not been submitted in conjunction with the Application.

END OF SECTION 01 370, SCHEDULE OF VALUES

SECTION 01 400 – QUALITY CONTROL

1. GENERAL

- A. The Contractor shall furnish all labor, materials, tools, equipment and services for quality control of materials, components and systems incorporated or to be incorporated the Work, so as to adequately and acceptably perform the Work as required by the Contract Documents. All testing and inspection, whether required by the Contract Documents; by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction; or whether performed by the Contractor for qualification of materials or its convenience, shall be at the Contractor's expense unless otherwise indicated in the Contract Documents.
- B. The Contractor shall be fully responsible for quality control. The Contractor shall employ an individual on its staff who shall be primarily responsible for ensuring an acceptable level of quality on the Project. This individual shall not be the Contractor's Project Superintendent.
- C. The Contractor shall completely coordinate its Work internally and with any existing installations and the work of any separate contractors. Although such Work may not be specifically indicated in the Contract Documents,
- D. The Contractor shall furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation.
- E. At any time during the execution of the Contract, the Construction Manager may notify the Contractor that some aspect of quality control is not being correctly performed. If the Contractor fails to respond to a request for quality control surveys or reports, or to a second request for proper preparatory work in an area for the purpose of a test or inspection, including a punch list inspection, the Construction Manager or the County may provide this work and deduct the cost of such work from the value of the Contract.

2. NOT USED

3. OTHER REQUIRED TESTING AND INSPECTION

The Contractor shall be responsible for all other tests and inspections which may be required, including, but not limited to testing and certification of conveyances, mechanical systems (including balancing), electrical systems, fire alarm and security systems, and other special systems, any of which may or may not require the use of an independent testing and inspection agency.

4. JOB CONDITIONS

- A. Employment of an independent testing and inspection agency shall not relieve the Contractor of its obligation to comply with the Contract Documents.
- B. Where operating tests are specified, the Contractor shall test its Work as it progresses, at its own expense, and shall make satisfactory preliminary tests in all cases prior to applying for official tests. Tests shall be in the manner specified for the appropriate type of Work.
- C. Each test shall be made on the entire system for which such test is required wherever practical. In case it is necessary to test portions of the Work independently, the Contractor shall do so without additional compensation. Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Architect and the Construction Manager. No Work of any kind shall be covered or enclosed before it has been tested and approved.

5. PROCEDURES AND REPORTS

- A. Prior to the start of construction, submit to the Construction Manager a complete list of proposed tests and inspections according to specification section and Schedule of Special Inspections.

- B Perform, or cause to be performed, all required inspections, sampling and testing of materials and methods of construction, utilizing methods required by the specifications and applicable standards. The Contractor's quality assurance specialist shall observe all sampling and testing and shall review all test results.
- C. Test procedures:
 - 1. Each test to be performed shall have a test procedure which shall include a detailed description of the specific steps which will be taken by the testing technician.
 - 2. Each test procedure shall be submitted to the Construction Manager for review at least four (4) weeks prior to the time that the Contractor wishes or is required to perform the test.
 - 3. No formal acceptance test will be performed without an approved test procedure being utilized.
- D. Report each test/inspection/sampling in the form specified below. All reports shall be submitted promptly after completion of the test.
- E. Retest all failed materials, components, and systems.
- F. Record all test and inspection results and maintain a complete log of the testing and inspection program. This log shall be submitted for the Architect's or the Construction Manager's review upon request.
- G. Equipment testing:
 - 1. All pieces of rotating mechanical equipment and electrical equipment shall be formally tested prior to acceptance by the Architect, the Construction Manager and the County. This requirement will not be waived by temporary or permanent occupancy of some or all parts of the finished construction.
 - 2. The Construction Manager shall have the final determination as to whether or not a piece of equipment shall require a formal acceptance test.
 - 3. No equipment warranty period shall be started until a formal acceptance test has been successfully completed.
 - 4. No final payment for any such equipment shall be made until a formal acceptance test has been successfully completed.
- H. Test / inspection procedures and reports shall include the following information at a minimum:
 - 1. Project name and number
 - 2. Project location
 - 3. Applicable specification section and paragraph
 - 4. Type of test or inspection
 - 5. Name of testing/inspecting agency (if used)
 - 6. Name(s) of testing/inspecting personnel
 - 7. Date of test/inspection
 - 8. Record of field conditions encountered, including weather
 - 9. Observations regarding compliance
 - 10. Test method used
 - 11. Results of test/inspection
 - 12. Date of report
 - 13. Signature of testing/inspecting personnel
- I. Where test/inspection reports indicate non-compliance, provide report on colored bond paper.

- J. All testing/inspection reports produced by an independent testing and inspection agency shall be submitted to the Construction Manager directly from the independent testing and inspection agency, with copies to the Contractor.

6. SPECIAL INSPECTION TESTING AGENCY DUTIES AND LIMITATIONS OF AUTHORITY

- A. Provide qualified personnel at site after due notice; cooperate with the Contractor, the Architect, and the Construction Manager in performance of services.
- B. Promptly notify the Construction Manager of irregularities or non-conformance of Work which are observed during performance of services.
- C. Attend preconstruction conferences and progress meetings if an as requested by the Construction Manager.
- D. An independent testing and inspection agency is not authorized to:
1. Release, revoke, alter, or enlarge on requirements of the Contract Documents.
 2. Approve or accept any portion of the Work.
 3. Assume any duties of the Contractor.
 4. Stop the Work.

7. CONTRACTOR'S DUTIES TO SPECIAL INSPECTION OR INDEPENDENT TESTING AND AGENCY

- A. The Contractor shall be responsible to coordinate all work of the testing and inspection agency including notifications, coordination on and off site and distribution of test reports.
- B. The Contractor shall cooperate with testing and inspection agency personnel, and provide access to Work.
- C. The Contractor shall provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. The Contractor shall notify the testing and inspection agency and the Construction Manager of any test or inspection 48 hours in advance to allow for proper coordination,
- E. Unless noted otherwise, field testing procedures shall be performed by the Contractor under the direction and observation of the independent testing and inspection agency.

8. MOCK-UPS

- A. Provide mock-ups and testing for Work as required by the Contract Documents.
- B. Build mock-ups to be used as specimens for visual inspection or testing. Use the same materials, finishes, details, methods and anchorage system proposed for the respective installations. Simulate actual construction conditions. Provide extra materials as may be required to replace any which fail during tests, except intentional failure tests beyond specified performance requirements.
- C. Schedule erection and approval inspections of mockups in the construction schedule.
- D. For waterproof or watertight assemblies, assemble and erect complete, with specified attachment and anchorage devices, flashings, seals, and finishes.

- E. Correct any deficiencies and repeat tests as may be required to show compliance with the Contract Documents. Incorporate corrective measures into the final system assembly.
- F. Remove mock-up and clear area when work of that section is complete, when approved by the Architect, County and/or Construction Manager.

9. PUNCH LIST INSPECTIONS

The preparation of the Work or a portion thereof prior to a punch list inspection shall be solely the Contractor's responsibility. The Contractor shall first verify, and then certify that the Work for which a punch list inspection is being requested is in such a state that it may be easily punched out for acceptance by the Architect, the Construction Manager and/or the County. Failure to properly prepare the Work for a punch list inspection shall constitute a failure to perform a quality control duty, and the Construction Manager may take appropriate action as defined in Paragraph 1.E above.

END OF SECTION 01 400, QUALITY CONTROL

SECTION 01 500 – CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. INTRODUCTION

- A. The Contractor shall provide all construction facilities and temporary controls throughout the construction period unless otherwise indicated in the Contract Documents.
- B. The Contractor shall pay all costs for providing, maintaining, and removing all construction facilities and temporary controls unless otherwise indicated in the Contract Documents.

2. QUALITY ASSURANCE

All work specified herein shall be performed in a workmanlike manner and shall be in accordance with applicable codes, OSHA regulations, utility company rules and regulations, and other rules and regulations of any other authorities having jurisdiction.

3. JOB CONDITIONS

- A. The Contractor shall establish and initiate use of each construction facility or temporary control at the time first reasonably required for proper performance of Work. Terminate use and remove facilities and controls at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. The Contractor shall install, operate, maintain and protect construction facilities and temporary controls in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.
- C. Conservation: In compliance with County policy on energy/materials conservation, install and operate construction facilities and temporary controls and perform construction activities in a manner which reasonably will be conservative and avoid waste of energy and materials, including water and electric power.

4. TEMPORARY UTILITIES - GENERAL

- A. The Contractor shall provide and pay all costs for temporary utilities, including consumption costs. Do not use utilities of any existing, permanent operations at site unless otherwise authorized in writing by Fulton County. The county will provide electric and water service for work within existing facilities. It is the contractor's responsibility to provide any extension of service from existing point of utility to work area(s).
- B. Make all temporary connections to utilities and services in locations acceptable to the local authorities having jurisdiction and security authorities. Furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities.
- C. Maintain all temporary utility installations connections and remove them when no longer required. Restore the services and sources of supply to proper operating condition.
- D. The Contractor may extend and use permanent utilities installed for the Project for temporary facilities. Prior to Substantial Completion, remove temporary connections, replace lamps, filters, etc., and restore permanent utilities to specified condition.
- E. Metering: Comply with requirements of local utilities for installation of meters for water and electrical power services.

5. TEMPORARY POWER DISTRIBUTION

- A. Temporary electrical power service shall be installed and maintained such that power can be secured at any desired point with no more than a 60 foot extension cord.
- B. Service shall be sufficient for the following items:
 - 1. Power centers for miscellaneous tools and equipment used in the construction work, each with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall provided with ground fault detecting circuit breaker protection.
 - 2. Adequate lighting for safe working conditions, provided and maintained on a 24-hour basis, throughout the building including stairways. At least 0.25 watts of incandescent lighting per square foot for general use must be installed and maintained in all areas where work is in progress. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.
 - 3. Power for any equipment used for temporary heating and ventilation, and for start-up testing of any permanent electric-powered equipment prior to its connection to permanent electrical system.
- C. Power for electric welding shall be provided via the temporary electrical system or engine-driven power generator sets. Coordinate all connections for welding equipment with the Construction Manager.
- D. Regulatory Agency Requirements:
 - 1. The Contractor shall obtain any and all permits required by local authorities having jurisdiction, as applicable to any temporary power work performed.
 - 2. The temporary electrical service shall comply with the National Electrical Code as currently adapted by local authorities, and all other applicable local codes and utility regulations.
- E. Materials:
 - 1. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.
 - 2. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads. Use only UL-labeled wire and devices.
- F. Equipment: Provide appropriate enclosures for the environment in which equipment is placed and used, in compliance with NEMA standards.
- G. Installation:
 - 1. Install all work with a neat and orderly appearance.
 - 2. Make the work structurally sound throughout.
 - 3. Maintain the system to give continuous service and to provide safe working conditions.
 - 4. Modify temporary power and lighting installation as job progress requires.
 - 5. Locate work such that interference with storage areas, traffic areas and other work is avoided.

6. Remove all temporary equipment and materials completely upon completion of construction.
7. Repair all damage caused by the installation and restore to satisfactory condition.

6. TEMPORARY LIGHTING

- A. Provide task lighting of sufficient level for installation of the Work. If the Construction Manager does not deem the amount of task lighting to be adequate in a given area, the Contractor shall immediately increase the amount of task lighting at no additional cost. Verbal direction for the Construction Manager shall be adequate in this situation.
- B. Lighting at all interior areas receiving final finishes shall be at uniform levels and generated from the same type and color lamps.
- C. Lighting for field offices, storage trailers, shops and outdoor work areas shall be provided by the Contractor as necessary.
- D. Outdoor area lighting, in excess of any existing streetlight levels, of any site staging areas shall be provided by the Contractor. This lighting shall be in the form of dusk-to-dawn mercury vapor fixtures. Lighting shall be of sufficient levels to permit security checks of the areas and provide for minimal access, but not sufficient by itself for work activity. If the Construction Manager does not deem the amount of area lighting to be adequate in a given area, the Contractor shall immediately increase the amount of area lighting at no additional cost.

7. TEMPORARY WATER

- A. Water for Construction: Construction water may be provided from available existing water mains or by use of temporary tanks. When connecting to existing water service lines, perform all work according to the requirements of, and obtain any and all permits required by, local authorities having jurisdiction. Remove all temporary installations and equipment upon completion of construction.
- B. Drinking Water: Provide drinking water adequate in quantity, quality and locations for all personnel at the project site. Furnish paper drinking cups and waste receptacles at each drinking water dispensing location.

8. TEMPORARY HEAT AND VENTILATION

- A. The Contractor shall be responsible for providing heating and ventilation where required for satisfactory execution of the Work. Specifically, temporary heating and ventilation is required to:
 1. facilitate progress of the Work
 2. protect materials from dampness and the adverse effects of low ambient temperatures
 3. prevent moisture condensation on surfaces
 4. provide suitable temperature and humidity levels for installation and curing of materials
- B. Temperature Requirements:
 1. Generally, in semi-finished areas, a minimum of 50 degrees F shall be maintained 24 hours per day.
 2. During placing, setting, and curing of cementitious materials, temperatures shall be maintained as required by the Technical Specifications and applicable standards.

3. Seven (7) days prior to, and during, the installation of interior finishes, the minimum temperature shall be 50 degrees F, 24 hours per day, unless noted otherwise in specific sections of the Technical Specifications.
 4. After application of interior finishes and until the permanent HVAC system is operable, the minimum temperature shall be 50 degrees F, 24 hours per day, except as otherwise noted in the specific sections of the Technical Specifications and unless higher temperatures are required for specific activities; then the temperature shall be maintained as per the specific material manufacturer's recommendations.
 5. Concrete Work: During the winter months (November through April), the Contractor shall provide winter weather protection for all concrete work if required. The heating may be accomplished by use of approved types of portable heaters. Review applicable sections of the Technical Specifications for specific cold weather requirements for concrete placement and curing.
- C. Use steam or hot water for temporary heating if and when available. If steam or hot water is not available, use gas from a piped distribution system if and when available. If none of the above sources are available, portable self-contained LP gas or fuel oil heaters may be used, equipped with individual space thermostatic controls.
- D. The Contractor shall provide heat as required for any work area outside the building confines.
- E. Safe Practices for Portable Heaters:
1. Locate heating units so as not to create a hazard to personnel, stored materials, or work of other contractors.
 2. Avoid locating heaters in the vicinity of volatile, combustible, or explosive materials.
 3. Ventilate areas occupied by personnel to avoid dangerous levels of exhaust gases and consumption of oxygen.
 4. Use heating units bearing UL, FM or other approved label(s) appropriate for application.
- F. Install all temporary heating and ventilation work in a workmanlike manner, and ensure all work complies with rules and recommendations of involved local utility company, if applicable, as well as OSHA requirements.

9. TEMPORARY FIRE PROTECTION

- A. Specific administrative and procedural minimum actions are specified in this Paragraph, as extensions of provisions in the Owner-Contractor Agreement and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Paragraph is intended to limit types and amounts of fire protection required, and no omission from this Paragraph will be recognized as an indication by the County or Construction Manager that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents.
- B. Quality Assurance
1. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
 2. The Contractor shall also comply with all applicable state, city and local fire codes.

- C. The Contractor shall take all necessary precautions to guard against all possible fire hazards and to prevent damage to any construction Work, building materials, equipment, field offices, storage sheds and all other property, both public and private, in accordance with all fire protection and prevention laws and codes. The Contractor will assume full responsibility for damage caused by fire to construction and building, building materials, equipment and all property, both public and private.
- D. The location of the nearest corporation or public fire alarm box and the number of the local fire department shall be conspicuously posted by the Contractor in its field office and in the construction area.
- E. The Contractor's superintendent in charge of the Work shall review the Project at least once a week to make certain that it adheres to the conditions and requirements set forth herein.
- F. No open fires shall be permitted. The Contractor and its subcontractors will not be allowed to start fires with gasoline, kerosene or other flammable materials. The bulk storage of all flammable liquids shall be located at least 75 feet from any inhabited trailer or office and from the yard storage of flammable building materials. All flammable liquids having a flash point of 100 degrees F or below, which must be brought into any building, shall be confined to the Underwriter's Laboratories' labeled safety cans. Drums containing flammable liquids are to be equipped with approved vent pumps and located per direction of the Construction Manager. Drums with spigots are prohibited for the storage of flammable liquids on the project site.
- G. Welding, flame cutting or other operations involving the use of flame, arcs or sparking devices will not be allowed without adequate protection and shielding. All combustible and flammable material shall be removed from the immediate working area. If removal is impossible, all flammable or combustible material shall be protected with a fire blanket or suitable noncombustible shields to prevent spark, flames or hot metal from reaching the flammable or combustible materials. The Contractor shall provide the necessary personnel and fire fighting equipment to effectively control incipient fires resulting from welding, flame cutting or other operations involving the use of flame, arcs or sparking devices.
- H. Only fire resistant tarpaulins with UL label and flame spread of 15 or less shall be used on this project.
- I. Use of only Underwriters Laboratory approved heaters and/or stoves is permitted in field offices or storage sheds and they shall have fire resistive material underneath and at the sides near partitions and walls. Pipe sleeves and covering shall be used where stove pipe runs through wall or roof.
- J. Smoking shall be prohibited around concentrations of combustibles and in particularly hazardous areas. Restricted areas must be plainly marked, with signs posted. No smoking rules must be strictly enforced.
- K. Fire Extinguishers

1. The Contractor shall provide and maintain in working order during construction, an adequate number of fire extinguishers for use by all trades in each area of work. Two (2) fire extinguishers shall also be placed in the vicinity of Contractor's construction office.
2. In areas of flammable liquids, asphalt or electrical hazards, extinguishers of the 15 lb. carbon dioxide type or 20 lb. dry chemical type shall be provided.
3. The Contractor shall maintain and inspect all fire extinguishers periodically. Fire extinguishers must be mounted in plain view and sealed, so that operation of the fire extinguisher will break the seal. In the event a fire extinguisher is discharged or damaged, it shall be removed from service and be replaced with a charged unit.
4. The Contractor shall post warnings and quick instructions at each extinguisher location. The Contractor and all of its subcontractors shall instruct their personnel at the project site, at the time of their first arrival, on proper use of extinguishers and other available facilities at the project site.

10. DEWATERING

Maintain the Project site and all Work free of water accumulation. Dewatering activities shall not infringe upon adjacent properties. Comply with all rules and regulations of authorities having jurisdiction and secure any and all permits required.

11. TEMPORARY ENCLOSURES

- A. Provide temporary enclosures reasonably required to ensure adequate workmanship and protection from the weather and unsatisfactory ambient conditions for the Work, including those enclosures inside which temporary heat is used.
- B. Provide fire-retardant treated lumber and plywood where used for temporary enclosures.

12. TEMPORARY SANITARY FACILITIES

- A. Provide and maintain sanitary toilet facilities for use of all personnel at the project site. Either piped (wet) toilet facilities or self-contained chemical toilet units may be used.
- B. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code. Separate toilet facilities for men and women shall be provided when both sexes are working in any capacity on the project site.
- C. All sanitary facilities shall be maintained by the Contractor in a safe, clean, and sanitary conditions at all times.

13. CONSTRUCTION TRAFFIC INGRESS TO AND EGRESS FROM SITE

- A. Routes to Construction Site: The Contractor shall inform and insure compliance of its subcontractors and suppliers regarding the recommended traffic route(s) from major highways to the jobsite. For all traffic off of the jobsite, the Contractor shall coordinate with, and obtain any necessary permits from, appropriate authorities having jurisdiction and security authorities.

- B. Construction Site Access: All construction traffic, including deliveries of materials and equipment, shall enter and exit the site only by the routes prescribed on a site access and parking plan submitted by the Contractor and approved by the Construction Manager and security authorities prior to start of construction (see Subparagraph 14.1 below).
- C. Cleaning: The Contractor shall take all precautions necessary to prevent the tracking of mud and debris onto paved roads adjacent to the jobsite. The Contractor shall immediately clean any affected area if directed by the Construction Manager. The utilization of wheel wash areas located at all site entrance/exit points is mandatory for all vehicles leaving the site if the tracking of mud or debris onto adjacent streets would result otherwise.

14. SITE ACCESS ROADS AND PARKING AREAS

- A. Provide and maintain vehicular access to and within the site for use by all persons and equipment involved in construction of the Project.
- B. New temporary access roads shall be constructed across designated easements from public thoroughfares only as allowable by local authority having jurisdiction.
- C. Provide adequate access for emergency vehicles.
- D. Provide and maintain temporary parking areas for use by construction personnel. Do not use any existing parking lots which may exist at existing facilities on the site unless specific authorization is given by the County. If parking needs exceed onsite capacity, provide offsite parking as necessary, as well as transportation to and from the site if distance dictates.
- E. All traffic and parking areas shall be filled, compacted, and graded as necessary to provide suitable support for vehicular traffic under anticipated loadings.
- F. Maintain all onsite traffic and parking areas free of excavated materials, construction equipment, construction materials, debris, snow and ice. Provide for surface drainage for all traffic and parking areas, and implement and maintain dewatering if and as necessary.
- G. Keep fire hydrants, water control valves, and all other utilities requiring possible access free from obstructions.
- H. Provide temporary directional signage as necessary.
- I. Prior to the start of construction, submit to the Construction Manager for approval a complete site access/utilization and parking plan, incorporating the requirements described above.

15. STORAGE AREAS

- A. The Contractor shall be responsible for all onsite and offsite storage of materials and equipment required for the Project. Onsite storage is subject to the review and approval of the Construction Manager.
- B. All combustible or flammable materials shall be safely stored in a secured area in strict accordance with regulations, codes, and laws enforced by local, State, or Federal agencies, whatsoever is the most stringent.
- C. If the Construction Manager, for good reason, directs that any or all materials stored on the site must be removed, the Contractor shall do so within ten (10) days of written notice of same. Stored materials not removed in a timely manner will be removed by the Construction Manager at the Contractor's expense.

16. TEMPORARY FIELD OFFICE AND TOOL STORAGE FACILITIES

- A. The Contractor shall provide a trailer or other suitable temporary building for a field office, which shall contain office space required for the Contractor's operations, a conference room of suitable size for regular progress meetings, toilet facilities, and a separate spare office for the Engineer, Construction Manager representative and a security officer to use when onsite. Ample space shall be provided for storage of all construction documentation. The trailer shall have telephone service for use by the Contractor and its subcontractors, and shall also have a working intrusion alarm system. One sign with the Contractor's name may be placed on the trailer.
- B. The Contractor may provide other temporary trailers or buildings for storage and maintenance as required and as space permits.
- C. All field office and storage structures shall be placed or constructed in accordance with the regulations of the local Fire Marshal having jurisdiction.
- D. Field offices and sheds shall be of suitable design, maintenance, and appearance.
- E. The Contractor shall provide power and heat to its field office, and to storage sheds if storing climate-sensitive materials or equipment.
- F. The Contractor shall adequately maintain the designated space designated for its field office and storage sheds, including the removal of weeds, debris, and trash.
- G. Temporary field offices and sheds shall not be used for living quarters.
- H. If the Construction Manager, for good reason, directs that any or all field offices or storage sheds on the site must be removed, the Contractor shall do so within ten (10) days of written notice of same. Structures not removed in a timely manner will be removed by the Construction Manager at the Contractor's expense.

17. FIRST AID STATION

The Contractor shall provide and maintain at least one unmanned first aid station for its personnel and subcontractors.

18. SECURITY

- A. Neither the County or any of its agents assumes any responsibility for loss, theft or damage to the Work, tools, equipment and/or construction. In the instance of any such loss, theft or damage, the Contractor shall be responsible to renew, restore or remedy the Work, tools, equipment and construction in accordance with requirements of the Contract Documents without additional cost to the County.
 - 1. The Contractor shall immediately advise the Construction Manager of any theft or damage which may delay the execution of the Work.
 - 2. The Contractor shall furnish the Construction Manager with a copy of any theft report filed with appropriate law enforcement agencies.
- B. Site parked equipment, operable machinery and hazardous parts of the new construction subject to mischief and accidental operation shall be inaccessible, locked or otherwise made inoperable when left unattended.
- C. The Contractor shall utilize specific entrances for material deliveries, equipment deliveries, and worker access to the construction site as indicated on its site access/utilization plan and approved by the Construction Manager.

- D. The County or Construction Manager, as the Project progresses, may establish additional security policies and procedures. The Contractor shall cooperate with the County and/or Construction Manager in implementing such additional procedures.

19. TEMPORARY SIGNAGE

- A. Project Sign: The Contractor shall construct, erect and maintain one (1) 4 foot by 8 foot project sign of 3/4 inch (minimum) exterior grade plywood, given two coats of paint and mounted securely on two 4 inch by 4 inch posts set 30 inches (minimum) into the ground. The sign shall be clearly lettered by one skilled in the sign trade with the facility name, address, County logo, names of County Commissioners, the County Manager and other County representatives, Contractor name, major subcontractors' names, and the jobsite telephone number. Locate the project sign as designated by the Construction Manager. Avoid a placement that may inhibit safe entry or exit from the site. Verify sign content with County, through the Construction Manager, prior to procuring and erecting the sign.
- B. No other signs or advertising shall be displayed on the premises without the approval of the Construction Manager, other than the posting of required notices and cautionary signage by the Contractor, and signage on equipment and trailers to designate ownership.

20. WASTE MANAGEMENT - TRASH / DEBRIS DISPOSAL

- A. The Contractor shall provide dumpsters sufficient to hold site waste from its operations and that of its subcontractors, and shall remove same from the jobsite on a regular basis.
- B. Debris such as soil waste, concrete, steel, or other bulky items from excavation and/or demolition work not disposed of in dumpsters shall be removed and disposed off-site by appropriate means. Methods of debris removal and disposal shall be reviewed with the Construction Manager.

21. SITE CLEANING

- A. The Contractor shall be responsible for the maintenance of a clean, neat and safe project site. The Construction Manager is hereby placing the Contractor on notice that failure to clean up on a weekly basis will immediately result in the Construction Manager bringing in labor to perform this task and deducting the cost of such measures from the Contract Sum. The Construction Manager shall be the sole authority which shall determine the amounts to be deducted from the Contractor's contract for this type of cleaning.
- B. The Contractor shall assign at least five (5) percent of his own and his subcontractors' work forces to clean-up activities for at least four (4) hours per week, or as deemed necessary by the Construction Manager.
- C. No exceptions to these rules will be allowed. Failure to immediately adhere to all of the Construction Manager's directions in this regard will result in the holdup of Contractor's progress payments until compliance with these rules are obtained.

22. MISCELLANEOUS CONSTRUCTION FACILITIES

- A. The Contractor shall be responsible for providing and maintaining its own scaffolding and for conforming with all safety regulations related thereto.
- B. The Construction Manager retains the right to inspect all erected scaffolding, and to request written verification from an inspection agency as to the soundness of erected scaffolding to perform its intended function. However, the Construction Manager assumes no responsibility to do so, or of the results of such inspections.

- C. Except as otherwise provided, the Contractor shall provide and maintain all necessary temporary stairs, ladders, ramps and runways to facilitate conveyance of men, materials, tools, and equipment for proper execution of the Work.
- D. All protection and safety barricades, devices, covers, etc., shall be provided by the Contractor as it relates to the safe conduct of his work in accordance with OSHA requirements.
- E. The Contractor shall maintain safe temporary access to the work as construction progresses.
- F. All barriers and barricades shall comply with OSHA or other applicable safety requirements of the Project. All barriers and barricades shall be installed in a manner that will allow for the continued progress of the Work. Installation and removal of barriers, barricades and railings will be monitored by the Construction Manager.
- G. If the Contractor or any subcontractor, who in the course of its work, creates a hazard, it is responsible for providing, at its own expense, all required protection, including all safety barriers, barricades and perimeter protection as necessary.
- H. If any safety protection is required to be temporarily removed during the progress of the Work, it shall be reinstalled at the completion of the specific activity requiring such removal, and in a manner that provides a level of compliance equal to the initial installation.
- J. The Contractor shall enclose all construction areas in such a manner so as to protect the public from injury and in accordance with authorities having jurisdiction
- K. Provide any other types of construction facilities as may be reasonably required for performance of the Work and accommodation of personnel at the project site, including the County's and Construction Manager's personnel.

END OF SECTION 01 500, CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

SECTION 01 560 – ENVIRONMENTAL PROTECTION

1. GENERAL

- A. Provide all facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with the County's environmental requirements and other regulations controlling construction activities at the Project site.
- B. Definitions:
 - 1. Sediment: Soil that has been eroded and transported by runoff water.
 - 2. Degradable Debris: Debris which can undergo biodegradation or combustion, or which can be dissolved in or suspended by water.
 - 3. Non-degradable Debris: Inorganic debris which will not disintegrate nor dissolve when exposed to moisture or water.
 - 4. Chemicals: Petroleum or cementitious products, bituminous materials, salts, acids, solvents, alkalis, herbicides and pesticides.
 - 5. Waste: Sewage, including domestic sanitary sewage, garbage and trash resulting from food and food packaging.

2. PRODUCTS

- A. General: Products, devices and materials shall be approved by authorities having jurisdiction.
- B. Earth Stabilizer: Rye grass seed, hay, straw mulch, chemical stabilizer or any other device approved by authorities having jurisdiction.
- C. Hay Bales: Type and size as recommended by environmental protection authorities having jurisdiction.
- D. Silt Fence: Type and size as recommended by land disturbance and environmental protection authorities having jurisdiction.

3. ENVIRONMENTAL PROTECTION PROCEDURES

- A. General
 - 1. In the means and methods of construction, and in the coordination and control of the Work at the site, establish and enforce ecological preservation standards which avoid pollution of the atmosphere, waterways and vegetation.
 - 2. Conform to laws, ordinances, restrictions, and rules of governmental bodies having enforcement power in regard to site preservation and erosion control.
 - 3. Prevent droppings of petroleum products, cementitious waste and chemical substances on the ground or into storm, sanitary drains or waterways.
 - 4. This Section may be supplemented by notes on drawings relative to environmental protection.

5. In performing sitework, provide and maintain protection during sitework for all existing lawns, trees, curbs, gutters, hydrants, light standards, drives, walks, street signs and buildings not noted for removal. Damaged items shall be repaired or replaced.
6. The Contractor shall designate one person, the Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water, generation of noise and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of the Project site.
7. Take special precautions when working on floors directly above or below any occupied floors and adjacent to circulation or vehicular circulation. Minimize noise, dust, or other environmental hazards to spaces.

B. Noise Control

1. Provide mufflers on combustion engine powered equipment to minimize noise.
2. Blasting is strictly prohibited without written permission from first the Construction Manager and then all applicable State and Local regulatory agencies.

C. Air Quality Control: Maintain acceptable air quality at all times. Acceptable air quality shall also be maintained in any existing, operating buildings or structures during construction operations that require physical connection to such buildings or structures so as to not interfere with any existing operations.

D. Water Control

1. All pumping, bailing, or well point equipment necessary to keep excavations free from the accumulation of water during the entire progress of the Work shall be the responsibility of the Contractor.
2. Keep the building or portions thereof free from water ingress due to construction operations at all times until Final Completion of the Work.
3. Provide all pumping necessary to keep site utility lines, sewers, manholes and meter pit excavations and mass excavation free from water.
4. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of all public authorities having jurisdiction.

E. Dust Control

1. Effectively confine dust, dirt and noise to the actual construction area(s) until Substantial Completion of the Work.
2. Clean up operations shall be by vacuuming, wet mopping, wet sweeping, or wet power brooming. In sandblasting operations, if any, confine the dust.
3. Use wet-cutting methods for cutting concrete, asphalt, and masonry. Do not shake out bags containing cement, lime, and other dust-causing substances.

4. Do not leave areas of disturbed earth unworked for long periods of time. As the earth is disturbed, continue the work to achieve temporary or permanent earth stabilization promptly.
5. Keep dust down at all times, including non-working days, weekends and holidays. Temporary methods consisting of water sprinkling or similar methods will be permitted to control dust. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.
6. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

F. Snow and Ice Removal

1. Arrange for removal of snow and ice in and about the premises, as necessary to conform with local regulations on public sidewalks adjacent to the site, and as necessary on and about the site and the Work to permit safe access to continue or perform work.
2. When performing work under exposed conditions, remove snow and ice for the protection and execution of the Work.

G. Controls During Earth Moving

1. Perform earth moving in such phases which minimize the area extent of exposed land.
2. Control the rate of water runoff by diversion ditches, benches, berms and other earth-formed shaping so the rate of flow is retarded and silting minimized. Reshape and restore conditions showing evidence of earth erosion without delay.
3. Stabilize disturbed earth with temporary seeding or temporary mulching, or other effective temporary means, such as a stabilizing sprayed application or anchored netting.
4. Establish and enforce the use of tarpaulin-covered dump trucks and avoid overfilling so that spillage of earth and other matter into highways and streets does not occur.

H. Vermin Control: Control vermin during the construction period. If vermin are encountered, provide extermination arrangements as necessary.

I. Disposal of Debris, Chemicals and Waste

1. Dispose of debris, chemicals, and waste off the site in compliance with Federal, State and local laws and regulations.
2. Collect and contain materials before disposal in an orderly fashion and by means which prevent contamination of air, water and soil.
3. Store chemicals in watertight containers.
4. Degradable debris, not contaminated by chemicals, e.g., leaves, tree limbs, twigs and logs, may be shredded on site and used as mulch. Exclude paper, cementitious waste, and material which could cause contamination of waterways. Non-degradable and degradable debris in excess of the above shall be disposed of off the site.
5. Do not burn materials on the site.

J. Clean-Up and Restoration of the Site

1. Maintain the site in good order through periodic pick up and clean-up of construction waste and wind-borne trash. Dispose of all waste and trash in tightly covered containers and schedule regular removal of trash and waste from the site.
2. Existing sitework damaged during construction shall be restored to good and acceptable condition.

K. Damage from Storms: Secure the site to avoid damage to the Work and stored materials, as well as damage to adjacent property.

END OF SECTION 01 560, ENVIRONMENTAL PROTECTION

SECTION 01 610 – MATERIAL & EQUIPMENT HANDLING

1. GENERAL SUMMARY

- A. Deliver, handle and store materials and equipment in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration and loss, including theft. Provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged or sensitive to deterioration, theft and other sources of loss.
- B. Prior to starting work, the Contractor shall meet with the Construction Manager to determine the use of available areas for site offices and storage.
 - 1. The Contractor shall confine his equipment, the storage of material and the operations of his workmen to limits indicated by the Contract Documents, laws, ordinances, permits or directions of the Construction Manager.
 - 2. Neat and orderly stockpiling of all materials shall be maintained.
 - 3. Materials which require significant amounts of storage space, as determined by the Construction Manager, shall be brought to the site in quantities no greater than required for two (2) weeks work.
 - 4. Delivery of materials shall be scheduled so as not to encumber the site with items which will not be required for a significant length of time.
- C. If at any time it becomes necessary to move material or equipment which have been stored during construction, the Contractor, when directed by the Construction Manager, shall move them to another location without charge.
- D. The Contractor shall not load or permit any part of the site or structures to be loaded with a weight that will endanger its safety.
- E. Storage of materials outside the limits of construction, but on the County's property, is strictly prohibited without written permission from the County through the Construction Manager.
- F. All costs relating to temporary storage and protection shall be borne by the Contractor or subcontractor requiring such storage and protection. The Contractor shall retain full responsibility for any form of damage or deterioration to stored materials and any form of damage or deterioration caused by materials to surrounding surfaces.

2. MATERIALS HANDLING PLAN

The Contractor shall develop and submit to the Construction Manager for approval, at least ten (10) days prior to the start of construction on the site, a comprehensive materials handling plan. This plan shall take into consideration the following:

- A. Control delivery of materials to maintain the construction schedule.
- B. Coordination with any separate contractors.
- C. The County's operation of adjacent facilities, if any.
- D. Provisions for both vertical and horizontal transportation and utilization of material and personnel hoists, if required.
- E. Limitations on space available for storage.
- F. Requirements for handling and installation of large equipment.

3. VERTICAL TRANSPORTATION

- A. The Contractor shall be responsible for providing vertical transportation for materials, equipment, and personnel if and as required for multi-story buildings or significant heights. Cranes, hoists, conveyors, and other equipment used for this purpose shall be placed/installed and maintained according to applicable codes and regulations of authorities having jurisdiction.
- B. Temporary hoists and permanent elevators used as construction lifts shall be provided with an operator at all times such equipment is in use.
- C. The Contractor shall cooperate with the County, the Construction Manager and any separate contractors in the event that hoists or elevators are required for use by such entities during the course of the Project.

4. MATERIAL AND EQUIPMENT REMOVAL

- A. Any required cranes, hoists, conveyors and other equipment mobilized and utilized by the Contractor shall be removed from the site within ten (10) days after completion of the Work.
- B. Upon completion of the Work, or sooner if directed by the Construction Manager, the Contractor shall remove his temporary structures and sheds and place the areas in a clean and orderly condition.
- C. No materials or equipment shall be removed from the site without the permission of the Construction Manager.

5. PASSAGE OF MATERIALS AND EQUIPMENT

- A. Establish passage clearances required to deliver and install materials and equipment.
- B. In case of insufficient clearance for passage of materials and equipment, deliver and protect such equipment before confining construction is installed.

- C. If existing structures, equipment and systems must be removed or altered to provide access for new materials and equipment, engage those skilled in the respective trade to restore structures, equipment and systems to their original condition at no additional cost. Do not alter structure, equipment or systems without written approval of the Construction Manager.

- D. In lieu of altering structures to provide passage of materials and equipment, provide materials and equipment that can be disassembled, brought into the building, and reassembled.

END OF SECTION 01 610, MATERIAL & EQUIPMENT HANDLING

SECTION 01 630 – PRODUCTS

1. GENERAL

- A. This Section covers mandatory provisions for submission of product information.
- B. Definitions:
 - 1. "Products" are defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for this Project or taken from the Contractor's stock of previously purchased products.
 - 2. "Materials" are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of the Work.
 - 3. "Equipment" is defined as a product with operational parts, regardless of whether motorized manually operated, and particularly including products with service connections (wiring, piping, etc.).
 - 4. Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including specialties, systems, finishes, accessories, furnishings, special construction and similar terms which are self-explanatory and have recognized meanings in the construction industry.

2. INITIAL PRODUCT SUBMISSION

- A. As part of the Submittal Register specified in Section 01 340 of the General Requirements, provide a list showing names of products together with the names of manufacturer of each and, where applicable, the name of the installing subcontractor.
- B. Where products or manufacturers are indicated by the Owner, provide products as required.

3. PRODUCTS

- A. General Product Compliances
 - 1. The compliance requirements for individual products as indicated by the Contract Documents are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, compliance with all of same being a requirement.
 - 2. The Contractor's options for selection of products are limited by the Contract Document requirements and by governing regulations, and are NOT controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures for the selection of product options include, but are not limited to, the following:

- a) If material specified in the Contract Documents is not available on the current market, alternate materials may be proposed by the Contractor through the Construction Manager for Architect and County approval.
 - b) In the Contract Documents where a specific brand, make, or manufacturer is denoted, the intent is that it be considered the standard for establishing the style, type, character and quality level of the article desired, but not as a restriction in the selection process to the specific brand, make or manufacturer named.
 - c) Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations shall be at the Contractor's option.
 - d) Performance Requirements: Provide products which comply with the specific performances specified, and which are recommended by the manufacturer (in published product literature or by individual certification) for the application indicated. Overall performance of a product is implied where the product is specified with only certain performance requirements.
- B. Quality Assurance
- 1. Source Limitation: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
 - 2. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within the Contract Documents, but must be provided by the Contractor. Compatibility is a basic general requirement of product and material selections.
 - 3. Provide products and materials which are undamaged and unused at the time of installation, and which are complete with accessories, trim, finishes, safety guards and labels, maintenance instructions and other devices and details required for a complete installation and for the intended use and effect.
 - 4. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully in similar applications on other projects.
 - 5. Continued Availability: Where additional amounts of a product, by the nature of its application, are likely to be needed by the County at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to the County at such later date.
 - 6. Warranties and Guarantees: Warranties are in several categories including those indicated in the General Requirements and in the Technical Specifications.

C. Certification

1. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of the Work for which specific performance requirements and/or manufacturers' specifications are listed. The Contractor shall be responsible for securing two (2) copies of each certification as required and transmitting same to the Construction Manager.
2. Each item requiring certification shall be so noted and an affidavit must be filed singly to cover each specified material, installation, application and the like.

D. Certification of Compatibility: If requested, the material and equipment manufacturers shall certify in writing that:

1. Other manufacturers' materials and/or equipment coming in contact with their product are compatible with their product in every way and that the intended performance of the system in which their product is incorporated will not be affected as a result of such contact. Also, that a physical breakdown of their product by chemical reaction or otherwise will not occur as a result of such contact.
2. The combination of products by one manufacturer to make up the manufacturer's specified system will contribute to the performance of the system as intended, and will remain operational, reliable and durable. The manufacturer will be the source of routine maintenance and replacement parts.

E. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the Work.

1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

F. Reuse of Existing Material

1. Except where specified or approved in writing, materials and equipment removed from an existing structure shall not be used in the Work.

2. Where use of existing materials and/or equipment is specified or approved in writing, use special care in removing, handling, storing and reinstallation to assure proper function of same in the completed Work.

END OF SECTION 01 630, PRODUCTS

SECTION 01 680 – EQUIPMENT & SYSTEMS INSTRUCTION

1. GENERAL

- A. Furnish all labor, materials, tools, equipment and services for the cleaning up or preparation of all equipment which is required in conjunction with the instruction work to be performed for County personnel.
- B. Coordinate additional instruction of County's personnel for any and all items of work of all trades that are incomplete at the time initial instruction sessions are scheduled.
- C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation, and provide instructions upon the functions of that installation.
- D. Provide instruction for all equipment and systems for which operating and maintenance data is required. See General Requirements Section 01 730 for individual details of the operations and maintenance data requirements.
- E. Instruction sessions may be combined to some extent between several pieces of similar equipment within the same training session, but only if that combination is defined in the Contractor's instruction program submittal and approved by the Construction Manager.
- F. One instruction session for each major type of equipment will be required. The Contractor shall anticipate that up to ten (10) County employees will participate in any particular instruction session, and shall be prepared to provide the required number of manuals and tools for each session.
- G. The Contractor shall complete all instruction sessions in an acceptable manner prior to its request to receive a Certificate of Substantial Completion.

2. QUALITY ASSURANCE

Instructors for all sessions shall be member(s) of the installers' staff and authorized representative(s) of component, assembly, or system manufacturer(s). Refer to individual sections of the Technical Specifications for additional detailed requirements necessary to provide adequate instruction for specific systems or pieces of equipment.

3. PRESENTATION OF SUBMITTALS

- A. No later than ninety (90) days prior to scheduled Substantial Completion of the Work, the Contractor shall submit a list of proposed instruction sessions for the entire Project. This list shall be organized by Specification Section and its contents will be subject to the approval of the Construction Manager.
- B. After approval of the content of the required instruction program, submit course outlines for each of the approved instruction sessions. Outlines shall be organized by Specification Section, and their contents will also be subject to the approval of the County.

- C. After approval of the program content, the Contractor shall submit planned course schedules for each of the approved instruction sessions which are to be organized by Specification Section, and the scheduled dates will be subject to the approval of the Construction Manager and representatives of the County.
- D. All instruction courses will be planned and scheduled such that the County's participants will utilize copies of the Project Operations and Maintenance Manuals which will have been previously provided. These copies are in addition to the quantities which will have been provided to the County, through the Construction Manager, under General Requirements Section 01 730. The use of draft copies of these manuals will be acceptable only with the prior written approval of the Construction Manager.
- E. Submit a separate instruction request/report for each system or type of equipment, subject to the County's approval of availability of personnel.
 - 1. Submit request/report (form attached) with preliminary information indicated, to the Construction Manager at least two (2) weeks prior to first instruction period.
 - 2. After each instruction session, submit three (3) copies of the completed report to the Construction Manager.

4. PREPARATION

- A. Do not begin instructions until component, assembly or system has been tested as specified and is in satisfactory operating condition.
- B. Prior to instruction sessions, assemble instructional aids, tools, test equipment and any necessary copies of approved Operations and Maintenance Manuals. If the Operations and Maintenance Manuals have not been approved prior to this time, supply draft copies for use in the training courses.

5. INSTRUCTION

- A. Provide all instruction as required to ensure understanding of all operating and maintenance procedures by the County's designated personnel.
- B. Instruct County's personnel in operation and maintenance of equipment and systems. Provide all necessary instruction to satisfaction of County.
- C. Explain use of Operating and Maintenance Manuals.
- D. Tour building areas involved and identify:
 - 1. Maintenance points and access.
 - 2. Control locations and equipment.

- E. Explain operating sequences:
 - 1. Identify location and show operation of switches, valves, etc., used to start, stop and adjust systems.
 - 2. Explain use of flow diagrams, operating sequences, diagrams, etc.
 - 3. Demonstrate operation through complete cycle(s) and full range of operation in all modes, including testing and adjusting relevant to operation.
- F. Explain use of control equipment, including temperature settings, switch modes, available adjustments, reading of gauges, and functions that must be serviced only by authorized factory representative.
- G. Explain trouble shooting procedures:
 - 1. Demonstrate commonly occurring problems.
 - 2. Note procedures which must be performed by factory personnel.
- H. Explain maintenance procedures and requirements:
 - 1. Point out items requiring periodic maintenance.
 - 2. Demonstrate typical preventive maintenance procedures and recommend typical maintenance intervals.
 - 3. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program.
 - 4. Identify maintenance materials to be used.
- I. Furnish all tools and/or test equipment required for proper instruction of the County's personnel. Tools and/or test equipment shall be distributed in "sets" with each two participants having a "set" to work with and retain upon completion of the instruction. Each participant shall sign for their tools at the start of the instruction session, and copies of the assignment documents shall be provided to the Construction Manager by the Contractor.
- I. At project closeout the contractor shall provide at no additional cost two (2) sets of each non-proprietary and proprietary piece of equipment or devices, required for monitoring, testing or adjustment of the systems and equipment provided under the contract.

END OF SECTION 01 680, EQUIPMENT & SYSTEMS INSTRUCTION
follows Equipment and Systems Instruction Report (one page) attached

EQUIPMENT AND SYSTEMS INSTRUCTION REPORT

PROJECT: **Fulton County Government Center & Judicial Center
Mechanical Upgrades & Water Conservation**

SYSTEM OR EQUIPMENT: _____

CONTRACTOR NAME _____ CONTRACT NO. _____

SPECIFICATION SECTION _____

NOTE: The Contractor's Representative must maintain and complete this report during instruction.

PRELIMINARY INFORMATION

1. To be completed by the Contractor: Training Date: _____
 - A. Proposed dates for instruction period: From _____ to _____
 - B. Name of Representative Instructor: _____
 - C. Approximate number of hours of training required: _____
 - D. Reference materials provided by Trainer: _____

2. To be completed by the County:
 - A. County's Designated Personnel to receive instruction: (Identify supervisor, if required).

1) _____	6) _____
2) _____	7) _____
3) _____	8) _____
4) _____	9) _____
5) _____	10) _____
 - B. Training Session Location: _____

RECORD INFORMATION

Instructor's Signature: _____ Date Instruction Completed: _____

Construction Manager's Signature: _____

County's Signature: _____

SPECIAL CONSIDERATIONS / NOTES:

SECTION 01 700 – PROJECT CLOSEOUT

1. GENERAL REQUIREMENTS

- A. Comply with requirements for administrative procedures stated in this and other sections of the Project Manual in closing out the Work. Closeout procedures are summarized in this Section.
- B. Contract requirements shall be met when construction activities have successfully produced, in order, completion of these three closeout stages:
 - 1. Substantial Completion
 - 2. Final Completion
 - 3. Final Payment
- C. The Contractor shall provide all written notices and supporting documentation as described in Paragraphs 2 and 3 below when requesting Substantial Completion and Final Completion, respectively. Partial submittals of the required documents shall not represent a valid request, and the County, Architect, and Construction Manager shall not be liable for any delays in the Substantial and Final Completion dates arising there from.

2. SUBSTANTIAL COMPLETION

- A. Reference the *Owner-Contractor Agreement*, regarding Substantial Completion.
- B. Prerequisite - the commissioning must be complete, except for functional testing and controls training, prior to Substantial Completion, unless approved in writing by the Owner's Project Manager.
- C. When the Work is substantially complete, the Contractor shall submit to the County's Construction Manager:
 - 1. a written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. an original Certificate of Occupancy for the Project.
 - 3. a list of items to be completed or corrected (hereinafter referred to as a "Punch List").
 - 4. a request for a Substantial Completion inspection on a date acceptable to the Architect and the Construction Manager.
 - 5. Project record documents, operation & maintenance manuals, warranties, and certificates for review and approval.
- D. Within a reasonable time after receipt of such notice, the Architect, the Construction Manager, the Contractor, and the County will make a joint inspection to determine the status of completion.

County representatives for this inspection shall include, but not be limited to, the user department(s) and the Department of Personnel, Workers Compensation & Office Services Division. The Punch List submitted by the Contractor will be reviewed in detail during the inspection, with items added or deleted to indicate Work to be corrected or completed.

- E. After completion of the joint inspection described in Paragraph 2.C above, the Construction Manager will consolidate all Punch List comments and transmit them to the Fulton County General Services Department (GSD). Within a reasonable amount of time after receipt of such consolidated Punch List, GSD shall conduct its own inspection, to include, but not be limited to, the installation and operation of all mechanical, electrical, plumbing, and other building systems. The consolidated Punch List will be reviewed in detail during the inspection, with items added or deleted to indicate Work to be corrected or completed.
- F. The County, the Engineer, and/or the Construction Manager reserve the right to issue a revised Punch List based on the inspections described in 2.C and 2.D above. The Construction Manager will reproduce and distribute copies of any revised Punch List to the Contractor and see that the items requiring correction or completion are given prompt attention by the Contractor. Depending on the number and type of items on the Punch List, the Construction Manager may withhold the issuance of the Certificate of Substantial Completion until corrections required by said Punch List are made or all parties are satisfied that they will be made.
- G. Should the County's Engineer and/or the Construction Manager determine that the Work is not substantially complete:
 - 1. The Construction Manager will promptly notify the Contractor in writing, on behalf of the Architect, giving the reasons therefore.
 - 2. The Contractor shall remedy the deficiencies in the Work, and then send a second written notice of Substantial Completion to the Construction Manager.
- H. Paragraphs 2.B through 2.D will be repeated.
- I. Should it become necessary to perform more than one (1) reinspection due to the inaccurate claims of the status of completion made by the Contractor, the Construction Manager may deduct the costs of such reinspections from the final payment, including but not limited to costs incurred by the Construction Manager and the Architect, and costs incurred by the Owner for payment of compensation to the Construction Manager and the Architect, for services performed for the reinspection(s). Also refer to General Requirements Section 01 400, *Quality Control*.
- J. When the Construction Manager concur that the Work is substantially complete, the Construction Manager will:
 - 1. Prepare a Certificate of Substantial Completion accompanied by the Contractor's Punch List of items to be completed or corrected, as verified and amended by the Architect, the Construction Manager, and the County.

- a. Contract responsibilities are not altered by inclusion or omission of required Work for the Punch List.
 - b. The Construction Manager will coordinate with both the County and the Contractor to establish each parties' responsibilities with respect to security, maintenance, heat, utilities, damage to the Work, and insurance, all of which shall be clearly delineated on the Certificate of Substantial Completion.
2. Sign the Certificate of Substantial Completion and submit it to the County, the Architect, and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

3. FINAL COMPLETION

- A. Reference the *Owner-Contractor Agreement*, Article 9, regarding Final Completion.
- B. Prerequisites –
 1. All TAB work must be complete prior to Final Completion, unless approved in writing by the Owner's Construction Manager. Exceptions to this are the planned control system training performed after occupancy and any required seasonal or approved deferred testing. This includes for all systems, but is not limited to:
 - a. Completed and signed start-up and prefunctional checklist documentation
 - b. Requested trend log data
 - c. Submission of final approved TAB report
 - d. Completion of all functional testing
 - e. Required training of Owner personnel completed and approved
 - f. Submission of the approved O&M manuals
 - g. All identified deficiencies have been corrected or are approved by the Owner to be exceptions from this milestone
- C. To attain Final Completion, the Contractor shall complete the activities pertaining to Substantial Completion Certificate and complete work on all Punch List items. Only then shall a written request to the Construction Manager for final inspection be submitted.
- D. When the Work is complete, the Contractor shall submit to the Construction Manager written certification stating:
 1. Contract Documents have been complied with in their entirety.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Work is completed and ready for final inspection.
- E. The Construction Manager, Architect, Contractor and County will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

- F. Should the Architect and/or Construction Manager determine that the Work is incomplete or defective:
 - 1. The Construction Manager will promptly notify the Contractor in writing, listing the incomplete or defective Work.
 - 2. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Construction Manager that the Work is complete.
- G. Paragraphs 3.B through 3.D will be repeated.
- H. Should it become necessary to perform more than one (1) reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, the Construction Manager may deduct the costs of such reinspections from the final payment, including but not limited to costs incurred by the Construction Manager and the Architect, and costs incurred by the Owner for payment of compensation to the Construction Manager and the Architect, for services performed for the reinspection(s). Also refer to General Requirements Section 01 400, *Quality Control*.
- I. When the Architect and the Construction Manager find that the Work is acceptable under the Contract Documents, the Contractor will be requested to make a final closeout submittal.

4. CONTRACTOR'S CLOSEOUT SUBMITTALS

The Contractor shall provide to the Construction Manager the following documents in the quantity of one original and one copy unless otherwise noted. Note that with the exception of Subparagraphs 4.G, 4.H, 4.J, 4.L and 4.K below, submittal for approval shall have already been made prior to Substantial Completion. Submittal under this Paragraph would be for a final submittal should revisions or additional copies be required of previously submitted documentation.

- A. Evidence of Compliance with all requirements of governing authorities:
 - 1. Certificate(s) of Occupancy
 - 2. Certificates of Inspection, for Mechanical, Electrical, Plumbing, Fire Protection, and others as may be required.
- B. Project Record Documents: Refer to Section 01 720 of the General Requirements.
- C. Operation & Maintenance Manuals: Refer to Section 01 730 of the General Requirements.
- D. Subcontractor List: A complete listing of all subcontractors and their suppliers, indicating business addresses, telephone numbers, contact names, and items supplied by each.
- E. Manufacturer List: A listing of manufacturers of major materials, equipment and systems installed in the Work, and local contact addresses and phone numbers.

- F. Warranties: Refer to Section 01 740 of the General Requirements, and individual sections of the Technical Specifications.
- G. Payment of Debts and Claims and Consent of Surety: The Contractor shall submit adequate evidence that the Contractor has paid all obligations to date arising out of the Contract using AIA Document G706. Contractor shall also submit AIA Document G707, indicating written consent of its Surety to final payment.
- H. Release of Claims and Liens: The Contractor and each subcontractor shall also submit AIA Document G706A, indicating that the releases for waivers submitted are complete to the best of its knowledge and information.
- I. Final Approvals and Certificates:
 - 1. Plans and Certificates approved by the Fulton County Development Services Department which were maintained at the jobsite shall be amended to show construction changes and resubmitted as required by law.
 - 2. Contractors requiring filing shall complete all Fulton County inspections and permits records before Application for Final Payment. Submit all approvals and certificates required by the Specifications, Drawings and applicable codes and regulations of all relevant departments or agencies of Fulton County, State of Georgia, and local authority having jurisdiction.
- J. Shop Drawings, Manufacturer's Literature and Test Data (one copy only): The Contractor shall submit through the Construction Manager to the County, before final acceptance, all reviewed shop drawings (with all corrections noted), plus sets of all approved catalog cuts, equipment manuals, etc. All materials shall be indexed by Specification section. This submittal shall include a list of each room and its paint manufacturers and/or wall covering number for the County's use.
- K. Keys and Maintenance Materials: All keys, maintenance kits or stock, replacement parts or materials, spare construction materials, and equipment required under the Contract Documents shall be delivered or made available to the County. Also refer to Section 01 760 of the General Requirements.
- L. Monitoring, Testing & Adjustment Devices & Equipment: The contractor shall provide at no additional cost two (2) sets of each non-proprietary and proprietary piece of equipment or devices, required for monitoring, testing or adjustment of the systems and equipment provided under the contract.
- M. No partial submittals of the above items are to be made to the Construction Manager. All items of each category are to be collected by the Contractor and delivered at one time to the Construction Manager, together with a letter of transmittal listing all items. Where items are to be delivered to the County's representative, the Contractor shall include a copy of the transmittal letter listing all enclosures, signed by the County's representative acknowledging receipt.

END OF SECTION 01 700, PROJECT CLOSEOUT

SECTION 01 710 - CLEANING

1. RELATED WORK SPECIFIED ELSEWHERE

- A. Periodic clean-up during construction - See General Requirements Section 01 500 for additional details of these requirements.
- B. Refer to appropriate sections of the Technical Specifications for special cleaning instructions for specific work. Lacking such specific instructions, provide final cleaning on all delivered materials and equipment as specified herein.

2. PRODUCTS

- A. The Contractor is to use only cleaning materials as recommended by manufacturer of surface to be cleaned.
- B. The Contractor is to use cleaning materials only on surfaces as recommended by the manufacturer of the cleaning material.

3. EXECUTION

- A. At the completion of the Work, the Contractor will remove all trash and debris and clean all surfaces associated with his work, and leave the project ready for occupancy by the County.
- B. Experienced workmen or professional cleaners only are to be employed for final cleaning.
- C. Paved surfaces are to be broom clean. Other porous surfaces are to be raked clean. All stone and non-porous surfaces shall be wiped clean.
- D. All surfaces shall have all dust, scratches and stains removed.
- E. Electrical work, including lighting fixtures, is to be thoroughly cleaned.
- F. Prior to acceptance of any area of the project by the County, the Contractor is to notify the Construction Manager as each area becomes ready for inspection. The final clean-up will be inspected by the Construction Manager with the Architect and the County as required.
- G. The Construction Manager will notify the Contractor in writing if any clean-up is unacceptable. If the Contractor fails to comply after receiving written notice from the Construction Manager, the Construction Manager will perform whatever corrective action is necessary, with the resultant costs to be borne by the Contractor.
- H. The Contractor will maintain cleaning services until the Project or portion thereof is accepted by County.

END OF SECTION 01 710, CLEANING

SECTION 01 720 – PROJECT RECORD DOCUMENTS

1. GENERAL

- A. Definition: Record Documents are defined to include those documents or copies relating directly to performance of the Work. Record Documents show changes in Work in relation to way in which Work was shown and specified by the original Contract Documents, and show additional information of value to County's records, but not indicated by the original Contract Documents. Record Documents include marked-up copies of Construction Drawings, Specifications, Field Orders and Change Orders, reviewed copies of Shop Drawings, Product Data and Samples, a final product list, test records, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all. Certain portions of the Contract Documents may indicate specific Record Document requirements which extend the requirements of this Section.
- B. Throughout progress of the Work, maintain and continually update an accurate record of changes in the Contract Documents.
- C. Provide access to all Record Documents for the County's, Architect's, and Construction Manager's reference and review throughout the progress of the Work.
- D. As a condition of Substantial Completion of the Work, the Contractor shall deliver Record Documents to the Construction Manager as provided below.

2. MAINTENANCE OF DOCUMENTS

- A. One copy of current Record Documents shall be maintained at the Contractor's jobsite office at all times.
- B. Delegate responsibility for maintenance of Record Documents to one person.
- C. Provide files and racks for suitable storage of documents, and file all documents and samples in a neat and orderly manner.
- D. Protect Record Documents from loss in a secure location. Maintain documents in a clean, dry, legible condition, and in good order. Record Documents are not to be used for construction purposes.

3. RECORDING OF CHANGES AND OTHER PERTINENT INFORMATION

- A. Record all changes and other pertinent information concurrently with construction progress.
- B. Accuracy of Records: Coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change. The accuracy of records shall be

such that future searches for maintenance or analysis purposes may reasonably rely on information obtained from the Record Documents.

- C. Do not permanently conceal any of the Work until changes or other pertinent information has been recorded on the appropriate Record Documents with dimensions from a permanent reference point.
- D. Drawings:
 - 1. Mark the drawing that is most capable of showing actual physical condition, fully and accurately.
 - 2. Where Shop Drawings are marked up, mark cross reference on Contract Drawings at corresponding location.
 - 3. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location.
 - 4. Mark the location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 5. Indicate all changes of dimension and detail, whether a field change or a directed change. Note Change Order number, Request for Information number, and/or similar identification associated with the initiation of each specific change.
 - 6. Provide Contractor's construction details which may not have been shown on the original Contract Documents.
- E. Specifications:
 - 1. Legibly mark each Section of the Technical Specifications with the manufacturer, trade name, catalog number, serial number and supplier of each product and item of equipment actually installed in the construction.
 - 2. Indicate all field changes and directed changes. Note Change Order number, Request for Information number, and/or similar identification associated with the initiation of each specific change.
- F. Shop Drawings, Product Data and Samples: Maintain as Record Documents. Legibly annotate any changes made after review(s).
- G. Label each Record Document "Project Record" in neat, large letters. This label shall appear in the same location on every record drawing.

4. SUBMITTAL OF RECORD DOCUMENTS

- A. With its request for Substantial Completion of the Work, the Contractor shall furnish one marked-up print set of all Record Drawings and Specifications for review by the Construction Manager.
- B. Submittals will be reviewed for adequacy only and returned with comments, if any, to the Contractor.
- C. The Contractor shall incorporate all review comments into the Record Documents.
- D. After incorporation of review comments in the Record Documents, the Contractor shall submit the following as a final submittal:
 - 1. Drawings: one (1) mylar reproducible set (full-size, reverse reading, 3 mil thick) and three print sets of final marked-up drawings.
 - 2. Specifications: two (2) sets of final marked-up specifications.
 - 3. Shop Drawings, Product Data and Samples: one (1) copy each, except those related to the irrigation system, which shall be two (2) copies.
 - 4. Test records, executed Change Orders, field orders, requests for information, supplemental instructions, and other pertinent documentation: two (2) copies each.
- E. The final submittal shall include a transmittal letter containing the date, Project name and number, Contractor's name and address, title and number of each Record Document, certification that each document as submitted is complete and accurate, and the signature of the Contractor or of its authorized representative.
- F. All revisions to and final submittal of Record Documents shall be completed to the acceptance of the Construction Manager and the County prior to Final Completion of the Work and final payment.

END OF SECTION 01 720, PROJECT RECORD DOCUMENTS

SECTION 01 730 – OPERATING & MAINTENANCE DATA

1. GENERAL REQUIREMENTS

- A. Refer to individual sections of the Technical Specifications for specific requirements for instructions, maintenance manuals, and operating data, to be submitted by the Contractor in order to provide the County with all necessary documentation to adequately maintain and service materials, systems and equipment for the Project.
- B. The Contractor shall compile all such specified instructions, maintenance manuals and operating data as specified under the appropriate Technical Specification sections, and submit as described below in comprehensive sets of Operation and Maintenance Manuals.
- C. Coordinate the compiling and submittal of Operation and Maintenance Manuals with instructions to the County for equipment and systems, as described in General Requirements Section 01 680, *Equipment & Systems Instruction*. All complete Operation and Maintenance Manuals shall be submitted prior to the Contractor's request to receive a Certificate of Substantial Completion.
- D. Monitoring, Testing & Adjustment Devices & Equipment: The contractor shall provide at no additional cost two (2) sets of each non-proprietary and proprietary piece of equipment or devices, required for monitoring, testing or adjustment of the systems and equipment provided under the contract.

2. SUBMITTAL REQUIREMENTS

- A. Develop a sequential program for the development of the Operation and Maintenance Manuals. This program shall provide a step-by-step review of the development of the manuals. The following is an abbreviation of the required sequence of development of the manuals.
 - 1. Submittal of the Table of Contents
 - 2. Submittal of draft sections for County's, Architect's and Construction Manager's review
 - 3. Submittal of list of proposed attachments and appendices
 - 4. Submittal of initial draft of complete manual
 - 5. Submittal of final copies of all manuals with approved contents
- B. After all approvals have been obtained, submit to the Construction Manager four (4) sets of bound, clear and complete instructions for maintenance of materials, finishes, machinery and other items to ensure proper care and reasonable life expectancy thereof.
- C. Print or type, in orderly sequence, the required information for each item:
 - 1. Data shall include recommendations for inspection procedures, instruction for using monitoring, testing or adjustment devices, frequency of maintenance in cleaning, lubricating, type of lubricant, replacement items such as filters, product source locations, and servicing agencies and their phone numbers and additional data, if any, as specified in more detail elsewhere in the specifications.

2. Include data for all finishes, whether painted, coated, fabric, polished and satin finish metals, glass, natural finishes on wood, natural stone, manufactured stone and various masonry finishes to the extent that such finishes occur on the project.
 3. For machinery, provide maintenance manuals and include complete parts lists showing the source(s) of genuine replacement parts (with current list prices indicated for same if requested by the County).
- D. Bind each set of data in a manageable number of 8 ½" by 11" sturdy three-ring binders, indexed and clearly labeled by Specification Section and item description. Each set shall be indexed and tabbed for the completed manual regardless of its completeness at the time of its submittal.

Additional data will be added behind its tabbed location as received by the Construction Manager. Include an index for the completed set in each binder. Mark identification on both front and spine of each binder.

- E. Where the complexity of machinery is such that regular maintenance by a specialty service company is normal, or may be required by law, give notice thereof to the County in writing.

END OF SECTION 01 730, OPERATING & MAINTENANCE DATA