

**REQUEST FOR PROPOSAL NO. #09RFP68380K-JD**

**Volume 1 of 2**

**Performance Contract**

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

**For**

**General Services Department**

**RFP DUE DATE AND TIME: August 3, 2009 11:00 A.M.**

**RFP ISSUANCE DATE: June 8, 2009**

**PURCHASING CONTACT: Joyce Daniel at (404) 612-5824**

**E-MAIL: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &**

**CONTRACT COMPLIANCE**

**130 PEACHTREE STREET, S.W., SUITE 1168**

**ATLANTA, GA 30303**

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## **SECTION 1 INTRODUCTION**

### **1.1 PURPOSE**

Fulton County, Georgia ("County") is soliciting proposals from qualified proposers to provide upgrades to mechanical and plumbing systems in County facilities to reduce energy consumption. The County expects to award one contract to the Proposer deemed most qualified and best suited to successfully perform the work.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for consultant services on a task order basis. Tasks shall include but are not limited to services listed under Section 3 – Scope of Service.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### **1.2 DESCRIPTION OF THE PROJECT**

- A. Performance Contract to install and implement mechanical upgrades and water conservation in the Fulton County Government Center Complex located at 141 Pryor Street Atlanta, Georgia 30303 and in the Judicial Center Complex located at 136 Pryor Street Atlanta, Georgia 30303.
- 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 in a cost-efficient manner.
  - 4. Create cost savings in energy (gas & electric), maintenance, water, and waste.
  - 5. Provide new capital equipment meeting the above requirements 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

- E. 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.
- F. 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.
- G. 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 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities". All questions should be addressed to the contact person identified in section 1.9 of this RFP.

## 1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, June 25, 2009 at 9:00 A. M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

### **\*\*Mandatory Site Visit\*\***

Date: **Wednesday, July 8, 2009**  
Time: **1:30 P. M.**  
Location: Fulton County Department of Purchasing and Contract Compliance  
Public Safety Building  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303

**\*\*Attendance at the site visit is mandatory for responding to this RFP. This will be the only walk through opportunity before submitting proposals. Failure to attend this walk through will render the proposal non-responsive for consideration.**

## 1.7 DELIVERY REQUIREMENTS

Any proposal 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 his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

## **1.8 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, August 3, 2009 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## **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: Joyce Daniel  
Assistant Purchasing Agent  
Fulton County Department of Purchasing & Contract Compliance  
130 Peachtree Street, N.W., Suit 1168  
Atlanta, GA 30303  
Phone: (404) 612 -5824  
Fax:(404) 335 -5806

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**

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

**2.2 CONTRACT DEFINITIONS**

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government.

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

ROI- Return on Investment

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

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.

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**

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

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

### **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **July 22, 2009 at 5:00 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 that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing and Contract Compliance  
Attn: Joyce Daniel  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303  
Email: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)  
Phone: 404-612-5824 or Fax: 404-335-5806

**RE: #09RFP68380K-JD**  
**Performance Contract Fulton County Government Center and Judicial Center**  
**Mechanical Upgrades and Water Conservation**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

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 a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://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 receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

**2.5 TERM OF CONTRACT**

The initial term of the contract shall be for 1,095 calendar days from issuance of notice to proceed, with no renewal options.

**2.6 REQUIRED SUBMITTALS**

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

**2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the General Services Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, 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 proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and 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.

## **2.10 APPLICABLE LAWS**

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

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

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 Proposal documents other than those given in writing as an addendum to this RFP.

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 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that 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. 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, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

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.

## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- 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 a Proposal, agrees to be bound by any modifications made by the County
- 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.
- The County reserves the right to reject all Proposals 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.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- 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.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (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 Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- 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.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- 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.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal 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 Proposal. 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 Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.18 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.19 WAGE CLAUSE**

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

## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Assistant Director of Building Construction, General Services Department, or designated representative of the department.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:

- (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
- (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees. In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
- (c) On or after July 1, 2009, to public employers, contractors, or subcontractors of 500 or more employees;
- (d) On or after July 1, 2010, to public employers, contractors or subcontractors of 100 or more employees; and
- (e) On or after July 1, 2011, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE**

**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

**#09RFP68380K-JD**

**FULTON COUNTY GOVERNMENT CENTER AND JUDICIAL CENTER PERFORMANCE  
CONTRACT FOR MECHANICAL UPGRADES AND WATER CONSERVATION**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:  
  
Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the

Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.

24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
- 
- 31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
  - 32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Monday, August 3, 2009 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #09RFP68380K  
JD Performance Contract Fulton County Government Center and Judicial Center  
Mechanical Upgrades and Water Conservation  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP  
#09RFP68380K-JD  
Performance Contract Fulton County Government Center & Judicial Center  
Mechanical Upgrades and Water Conservation**

**3.1.2 Number of Copies**

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

### **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

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 that allows materials included in the document to be located easily.

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.

### **3.3 SCOPE OF WORK**

#### **3.3.1 GENERAL PROJECT SUMMARY**

- A. The Energy Services Company (ESCO) shall develop and implement a facility Energy Management and a 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.
- B. 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.
- C. 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.
- D. This project is anticipated to reduce water consumption, waste water production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls.

- E. 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 exceeding beyond their capacity and useful life.

- F. Owner: Fulton County, Georgia, through the Board of Commissioners.

**3.3.2 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	141 Pryor St.	137,019

	Mid-rise Bldg		
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

### 3.3.3 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 pipes, 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 refrigerant 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 replacement - Scope of Work: Furnish and install; to following scope of work. Areas to be included are as follows:
    - a. 9<sup>th</sup> floor, Govt. Center (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 re-insulate 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 that 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 Yasakawa/ABB 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	GOV'T CENTER	J. C. TOWER	FC COURTHOUSE	TOTAL
7.5	2	0	2	
10	2	2	4	
15	5	14	35	
20	3	16	24	
25	9	2	11	
30	1	0	1	
40	1	0	1	
<b>TOTALS</b>	<b>23</b>	<b>34</b>	<b>78</b>	

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 uses 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 valves. 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*<sup>TM</sup> 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*<sup>TM</sup> 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:

<u>Type</u>	<u>Total</u>
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 set points, light levels, square feet per person, etc.) shall be maintained unless changed by specific contract reference.

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

#### ***Section 1 - Executive Summary***

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

## **Section 2 – Project Plan**

- a. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
- b. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.

### **A. Technical Approach**

1. 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 3.3 – General Project Summary. There should be separate discussion on each of the following requirements:

1. State your project understanding, project approach and acceptance of the project scope as given in Section 3.3
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 and discuss its impact on EPA regulations and phase out programs.
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 surplused.
13. Describe how your company will assist The County in determining the value of surplused 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 Exhibit 2 –Schedule Proposal. 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.

**K. Performance Guarantee**

1. 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.
2. 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.
3. Identify your verifiable record on all guaranteed jobs for the past three years as compared with actual performance. Provide a list.
4. Indicate whether you had projects that did not meet the guaranteed savings within the past five years.
  - 4.1 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.
  - 4.2 Identify what payments have been made by your company due to guaranteed savings shortfalls.

**L. 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.

**M. 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 kinds 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.

**N. 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.
- C. Description of project deliverables.

All proposals shall be prepared on standard 8 ½ x 11 letter size paper, with material on one side only, using 12-point font size and inserted in a standard three-hole binder, for each copy. The proposal must have a table of contents and each page must be numbered. Proposers must provide information of their ability to provide the services needed to meet the RFP requirements. Technical Proposal: Submit one (1) signed original and five (5) copies of the technical proposal.

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.

Clearly indicate the number of Pages for each section.

### ***Section 3 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the lead Project Manager and the Principle in Charge and all other personnel to be assigned to this project, their responsibilities, previous and current experience, educational and professional history, registrations and length of time employed by the firm as a full time employee.
2. The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit Fulton County and other information the Proposer finds pertinent to submit to Fulton County.
3. Provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location, address and phone number.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and Title
  - Professional Background
  - Current and Past Relevant Experience
  - Relevant Training and Education
  - Courses completed during past five (5) years
  - Previous Work Experience related to health centers and libraries
  - Include two (2) references for each key personnel member on similar projects.
  - Include the role and responsibilities that each key personnel member will perform on this project.

### ***Section 4 – Relevant Project Experience***

#### **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 assigned staff for technical support, supervision, installation, insurance, bonding and finance company. Include and identify all outside consultants, contractors and vendors on this chart.

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.

- o 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.
- o 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.
  3. 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

### **C. References**

#### Project References:

- a. Refer to form in Section 9, Exhibit No. 4 – Project History and Client Reference Form.
- b. Furnish at least ten (10) references for Guaranteed Energy Performance Contracting services your company has provided to local, state or federal government facilities.

### **Section 5 – Proposer Financial Information**

Proposer's financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

#### Financial Statement/Capability

In order for the County to complete its financial review the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position. The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (2) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

### **Section 6 - Availability of Key Personnel**

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

### **Section 7- Location of Firm**

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

- 1. Copy of occupational tax certificate (business license);
- 2. Copy of a lease or rental agreement;
- 3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

### **3.5 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

#### ***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

#### ***Section 2 - Completed Cost Proposal Forms***

The Proposer is required to complete the Cost Proposal Form provided.

Proposers are to submit one (1) original and five (5) copies of the sealed cost and a separate sealed envelope. The envelope/package must be clearly marked on the outside "Cost Proposals".

1. Cost proposals shall be evaluated and scored separately from technical proposals.
2. The detailed cost proposal shall show the positions and hourly rates for all employees that may be assigned to the work. Hourly rates shall include labor unit costs, multipliers, overhead, and profit.
3. Following opening of the cost proposals, the County may require clarifications associated with scope and cost assumptions. Clarifications shall be provided by the Proposer within twenty-four hours of written request.
4. Cost proposals may not be withdrawn, modified, or cancelled for sixty (60) calendar days after the date of submittal. Each respondent agrees to these conditions in submitting its proposal.

Cost Proposal Form

#09RFP68380K-JD Performance Contract  
Fulton County Government Center & Judicial Center  
Mechanical Upgrades & Water Conservation

This form shall be completed and submitted as the cost proposal in accordance with the instructions provided. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

Submitted \_\_\_\_\_, 20\_\_\_\_.  
(Month) (Day) (Year)

**TO: OWNER BOARD OF COMMISSIONERS OF FULTON COUNTY**  
c/o Fulton County Department of Purchasing & Contract Compliance  
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 3.3 Scope of Work.
  - 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 Contract Document- EXHIBIT E Compensation, (see Sample Contract Documents, Section 8, EXHIBIT E- Compensation).

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__	____%	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>			\$ _____	\$ _____	\$ _____	\$ _____

2. COST PROPOSAL OPTION 2: 20 Year

2- A. Basis of Cost:

- a) Chiller Install
- b) Computer room 911 HVAC Install
- c) VFD Install
- d) Plumbing Install

	ROI (in years)
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

2-B. 20 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__	____%	\$ _____	\$ _____	\$ _____	\$ _____
16	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
17	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
18	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
19	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
20	20__	____%	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>			\$ _____	\$ _____	\$ _____	\$ _____

-

### 3. PROJECT COST & SAVINGS SUMMARY FORM

i. 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.

ii. 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.

iii. 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.

iv. 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.

- v. 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"** \$ \_\_\_\_\_

5 Year Cash Flow Chart <sup>(1)(2)</sup>

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

20 Year Cash Flow Chart <sup>(1)(2)</sup>

<u>Contract Year</u> [a]	<u>Annual Training Cost</u> [b]	<u>Annual Routine, Scheduled &amp; Preventative Maintenance Cost</u> [c]	<u>Annual Repair Cost</u> [d] [d]	<u>Annual M&amp;V Cost</u>	<u>Annual Financing Payment</u> [f]	<u>Annual Guaranteed Savings</u> [g]	<u>Annual Net Cash Flow</u> [h]: h = g - f - e - d - c - b
				[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 COST PROPOSAL**

**SECTION 4  
EVALUATION CRITERIA**

**4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

<b>Evaluation Criteria</b>	<b>Weight</b>
Project Plan	35%
Qualifications of Key Personnel	10%
Relevant Project Experience	15%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts.	5%
Local Preference	10%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

**SECTION 5  
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.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

## 5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

### 5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, 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.

### 5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### 5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

### 5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

### 5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### 5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

**FORM A: CERTIFICATION REGARDING DEBARMENT**

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

***INSTRUCTIONS FOR CERTIFICATION***

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

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

**DEBARMENT ORDINANCE**

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

***(a) Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member,

knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**Form B: 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.**

**FORM C:            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) # \_\_\_\_\_ to # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

**Form D: 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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Organization Name: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

### **Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**NOTE:**

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

## FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

### **Instructions:**

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

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

**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 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. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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 rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

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.

**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												
CATEGOR Y	NATIVE AMERICA N		AFRICAN AMERICA N		ASIAN AMERICA N		HISPANIC AMERICA N		CAUCASI AN AMERICA N		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Offi cial												
Profession al												
Superviso rs												
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) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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

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

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

---

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

---

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

---

**\*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

2. Describe the capital contributions by each joint venturer and accounting thereof.
3. 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?
4. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
5. Describe the estimated contract cash flow for each joint venturer.
6. To what extent and by whom will the on-site work be supervised?
7. To what extent and by whom will the administrative office be supervised?
8. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
9. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
10. Describe the experience and business qualifications of each joint venturer.
11. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

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



**SECTION 7**  
**Insurance and Risk Management Provisions**  
**Consulting Services**

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

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

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

**Accordingly the Respondent shall provide a certificate evidencing the following:**

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

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

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

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

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

**4. UMBRELLA LIABILITY**

(In excess of above noted coverages) Each Occurrence \$1,000,000

**5. PROFESSIONAL LIABILITY**

SEE BELOW (Scale)

Contract Value – Under \$5,000,000 Per Claim/Aggregate \$1,000,000/\$2,000,000  
Contract Value - \$5,000,000 - \$10,000,000 Per Claim/Aggregate \$2,000,000/\$4,000,000  
Contract Value – Over \$10,000,000 TO BE DETERMINED (TBD)

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

**\*\*Extended Reporting Period 3-5 Years\*\***

**Certificates of Insurance**

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

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

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

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

**Important:**

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

**USE OF PREMISES**

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

**PROTECTION OF PROPERTY**

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

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

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

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

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

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 8  
SAMPLE CONTRACT**



*People*                      *Vision*                      *Neighborhoods*  
                                    *Families*

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

*Values*  
*People*                      *Customer Services*  
*Ethics*                      *Resource Management*  
*Innovation*                      *Equal Opportunity*

**SAMPLE  
CONTRACT DOCUMENTS FOR  
PROJECT NUMBER**

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

**For**

**General Services Department**

*Index of Articles*

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF SERVICES</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
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ARTICLE 13.	<u>DISPUTES</u>
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ARTICLE 16.	<u>WAIVER OF BREACH</u>
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ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>

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ARTICLE 43. NON-APPROPRIATION  
ARTICLE 44. WAGE CLAUSE

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## CONTRACT AGREEMENT

Consultant: *[Insert Consultant Name]*  
Contract No.: *[Insert Project Number and Title]*  
Address: *[Insert Consultant Address]*  
City, State  
Telephone: *[Insert Consultant telephone #]*  
Email: *[Insert Consultant Email]*  
Contact: *[Insert Consultant Contact Name]*  
*[Insert Consultant Contact Title]*

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

### WITNESSETH

WHEREAS, County through its *General Services Department* hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform *Fulton County Government Center and Judicial Center Performance Contract for Mechanical Upgrades and Water Conservation*, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];

- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

#### ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable 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.

#### ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments – Architectural and Engineering Team Services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

#### ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

---

**ARTICLE 5. DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

**ARTICLE 6. SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

**ARTICLE 7. MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

**ARTICLE 8. SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

---

ARTICLE 9. CONTRACT TERM

*[Insert contract term and any renewal options]*

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed *[Insert amount approved by BOC]*, which is full payment for a complete scope of services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-Consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-Consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-Consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

- 
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by **General Services Department**. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **General Services Department** designated representative.

#### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

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- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
  - (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
  - (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

#### **ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### **ARTICLE 16. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### **ARTICLE 17. INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

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## ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

## ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

## ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

## ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

## ARTICLE 22. INDEMNIFICATION

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Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub Consultants, 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 Consultant, its directors, officers, employees, sub Consultants, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

Consultant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

#### ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **General Services Department**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County. It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

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## ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-Consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **General Services Department**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **General Services Department Representative for the project**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **the General Services Department**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

## ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

## ARTICLE 27. PROHIBITED INTEREST

### Section 27.01 Conflict of interest:

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

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Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub consultant, assignee or transferee.

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ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

**General Services Department**

**141 Pryor St.**

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **, Central Fulton Service Area Manager**

**With a copy to:**

Department of Purchasing & Contract Compliance

Felicia Strong-Whittaker, Interim Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: felicia.strong-whittaker@fultoncountyga.gov

Attention: Felicia Strong-Whittaker

Notices to Consultant shall be addressed as follows: **[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

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## ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. 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. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

## ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant 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 Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 38. OPEN RECORDS ACT

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

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ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES  
MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Consultant shall submit all invoices in original and one (1) copy to:

**General Services Department**

**141 Pryor St.**

Atlanta, Georgia 30303

Telephone:

Email: i8

Attention: **, Central Fulton Service Area Manager**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

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Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

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#### ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

***[Insert Consultant COMPANY  
NAME ]***

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Stephanie M. Yearby, Interim Director  
General Services Department*

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## ADDENDA

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**EXHIBIT A**  
**GENERAL CONDITIONS**

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**EXHIBIT B**  
**SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

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**EXHIBIT C**  
**SCOPE OF WORK**

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**EXHIBIT D**  
**PROJECT DELIVERABLES**

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**EXHIBIT E**  
**COMPENSATION**

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**EXHIBIT F**  
**PURCHASING FORMS**

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**EXHIBIT G**

**OFFICE OF CONTRACT COMPLIANCE FORMS**

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**EXHIBIT H**

**INSURANCE AND RISK MANAGEMENT FORMS**

1. Certificate of Insurance
2. Payment Bonds
3. Performance Bonds



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EXHIBIT 1

**Required Request for Proposal (RFP) Proposal  
Submittal Check List**  
(See table on next page)

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

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

Item #	Required Bid Submittal Checklist	Check (√)
1	) Proposal marked "Original", _____ ( ) copies, outlined above	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position. (2) The latest quarterly financial report and a description of any material, changes in financial position since last the last annual report. (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. Availability of Key Personnel Location of Firm	
6	Purchasing Forms Form A - Certificate Regarding Debarment Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Non-Collusion Affidavit of Prime Bidder/Offeror Form D - Disclosure Form & Questionnaire Form E - Declaration of Employee-Number Categories Form F - Georgia Security and Immigration Contractor Affidavit and Agreement Form G - Georgia Security and Immigration Subcontractor Affidavit	
7	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
8	Risk Management Insurance Provisions Form	
9	Submittal Checklist	
10	Section 3.5 – Cost Proposal Form	

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**EXHIBIT 2  
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 contract document (see Section 8, Sample Contract Agreement- Exhibit D Project Deliverables).
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 Proposal Schedule Form includes the following that must be completely filled-in by the Proposer: The Proposal Schedule information will be incorporated into contract document (see Section 8, Sample Contract Agreement- Exhibit D Project Deliverables).

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 EXHIBIT 2 – SCHEDULE PROPOSAL**

**EXHIBIT 3  
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)**

---

---

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

2008: \$ \_\_\_\_\_                      2005: \$ \_\_\_\_\_  
2007: \$ \_\_\_\_\_                      2004: \$ \_\_\_\_\_  
2006: \$ \_\_\_\_\_

---

**EXHIBIT 4**  
**Project History & Client Reference Form**

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 an Energy Savings Performance Data Summary for each reference form submitted. Refer to Exhibit No. 5.

**PROJECT HISTORY & CLIENT REFERENCE FORM**

Reference Form \_\_\_ of \_\_\_

<b>Project Name and Location</b>	
<b>Project Dollar Amount (installed project costs)</b>	
<b>Primary ECM's Installed</b>	
<b>Owner's Name, Address, Phone</b>	
<b>Date Construction Started</b>	
<b>Date Constructed Completed</b>	
<b>Guarantee Period Start &amp; End Dates</b>	
<b>Dollar Value of <u>Projected</u> Annual Energy Savings</b>	
<b>Dollar Value of <u>Guaranteed</u> Annual Energy Savings</b>	
<b>Method(s) of Savings Measurement and Verification</b>	
<b>Dollar Value and Type of Annual Operational Cost Savings (if applicable) (e.g.,</b>	

<p><b>outside maintenance contracts, material savings, etc.)</b></p>	
<p><b>Provide the names of the primary personnel involved in this project and their specific roles and responsibilities.</b></p>	
<p><b>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.</b></p>	

---

**EXHIBIT 5**

**Energy Saving Performance Data Summary Form**

For each project described above under Exhibit No. 4 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)							
<b>Sub-Total</b>							

2 - Project Name: \_\_\_\_\_

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

3 - Project Name: \_\_\_\_\_

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

---

4 - Project Name: \_\_\_\_\_

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

**EXHIBIT 6  
Personnel Profile Form**

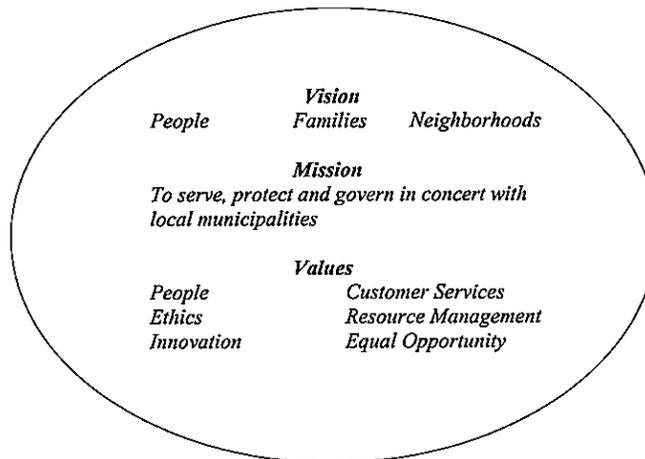
Complete a Personnel Profile Form for the personnel who will be directly involved in this project.

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

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

---

<b>g</b>	<b>Describe any other relevant technical experience.</b>	
<b>h</b>	<b>Indicate the total years of relevant energy-related experience for this individual.</b>	



**REQUEST FOR PROPOSAL NO. #09RFP68380K-JD**  
**Volume 2 of 2**  
**Performance Contract**  
**Fulton County Government Center and Judicial Center Mechanical Upgrades and**  
**Water Conservation**

**For**

**General Services Department**

**RFP DUE DATE AND TIME: August 3, 2009 11:00 A.M.**

**RFP ISSUANCE DATE: June 8, 2009**

**PURCHASING CONTACT: Joyce Daniel at (404) 612-5824**

**E-MAIL: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**

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

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# SECTION 1 SCOPE OF WORK

## 1.1 GENERAL PROJECT SUMMARY

- A. The Energy Services Company (ESCO) shall develop and implement a facility Energy Management and a 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.
- B. 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.
- C. 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.
- D. This project is anticipated to reduce water consumption, waste water production, and hot water energy usage through the installation of state-of-the-art, highly efficient, plumbing products and controls.
- E. 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 exceeding beyond their capacity and useful life.
- F. 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 pipes, 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 refrigerant 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 replacement - Scope of Work: Furnish and install; to following scope of work. Areas to be included are as follows:
  - a. 9<sup>th</sup> floor, Govt. Center (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 re-insulate 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):**

2. 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.
3. Variable Frequency Drive Project Scope of Work:
  - a. Install Yasakawa/ABB 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.

4. Variable Frequency Drive Summary: The following table describes the variable frequency drive summary for Fulton County:

HP	GOV'T 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

5. Variable Frequency Drive Controls: Control work to communicate into the existing Johnson Controls system will be included in the work.
6. 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 uses 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:
- Warranty: One-year parts and labor warranty.
  - 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.
  - 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.
  - 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 valves. 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*<sup>TM</sup> 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*<sup>TM</sup> 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:

<u>Type</u>	<u>Total</u>
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 Co

- 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 set points, light levels, square feet per person, etc.) shall be maintained unless changed by specific contract reference.

**END OF SECTION 1, SCOPE OF WORK**

## **SECTION 2**

### **PROJECT COORDINATION AND SECURITY**

#### **2.1 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.

#### **2.2 COORDINATION OF 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

on 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.

## **2.3 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

- H. resulting from operations under this Contract. The Contractor shall immediately clean areas as directed by the Construction Manager.

## **2.4 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.

## **2.5 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.

## **2.6 PROTECTION OF FINISH 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.

## **2.7 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 Police 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 2, PROJECT COORDINATION & SECURITY**

## **SECTION 3 CUTTING, CORING & PATCHING**

### **3.1 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.

### **3.2 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.

### **3.3 OPERATION 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.

### **3.4 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.

### **3.5 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.

### **3.6 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.

### **3.7 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 3, CUTTING, CORING & PATCHING**

## SECTION 4 LAYOUT OF WORK

### 4.1 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.

#### **4.2 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.

#### **4.3 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 of the Project by others.

**END OF SECTION 4, LAYOUT OF THE WORK**

## **SECTION 5 REFERENCE STANDARDS**

### **5.1 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.

### **5.2 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.

### **5.3 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.

### **5.4 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.

### **5.5 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 5, REFERENCE STANDARD**

## **SECTION 6 PROJECT MEETING**

### **6.1 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.

### **6.2 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

E. 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

### **6.3 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 issue

#### **6.4 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 (1<sup>st</sup> meeting - prior to ordering, 2<sup>nd</sup> 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 (1<sup>st</sup> meeting - prior to ordering, 2<sup>nd</sup> meeting – prior to installation)
  - b. Controls systems (1<sup>st</sup> meeting - prior to ordering, 2<sup>nd</sup> meeting – prior to installation)
  - c. Plumbing equipment and systems (1<sup>st</sup> meeting - prior to ordering, 2<sup>nd</sup> meeting – prior to installation)
  - d. Elevator systems (1<sup>st</sup> meeting - prior to ordering, 2<sup>nd</sup> meeting – prior to installation)
  - e. Combined Mechanical/Electrical/Plumbing & Control Systems (1<sup>st</sup> meeting - prior to ordering, 2<sup>nd</sup> meeting – prior to installation)

## **6.5 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 6, PROJECT MEETINGS**

## **SECTION 7 SCHEDULING OF WORK**

### **7.1 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.

### **7.2 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.

### **7.3 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.

#### **7.4 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.

## 7.5 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.

## **7.6 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 sub consultants, 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.

## **7.7 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.
- 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.

## **7.8 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 7, SCHEDULING OF THE WORK**

## **SECTION 8 REPORTS**

### **8.1 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 8, REPORTS**

## SECTION 9

# SHOP DRAWING, PRODUCT DATA & SAMPLES

### 9.1 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.

## **9.2 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.

## **9.3 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).

#### **9.4 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.

## **9.5 PREPARATION OF SUBMITTALS TO CONSTRUCTION MANAGER**

- 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.

## **9.6 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.

## **9.7 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.

## **9.8 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.

## **9.9 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 9, SHOP DRAWINGS, PRODUCT DATA & SAMPLES**

## **SECTION 10 SCHEDULE OF VALUES**

### **10.1 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.

### **10.2 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 10, SCHEDULE OF VALUES**

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## SECTION 11 QUALITY CONTROL

### 11.1 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.

### 11.2 NOT USED

### 11.3 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.

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#### **11.4 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.

#### **11.5 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.

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- 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.

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**11.6 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.

**11.7 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,

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- 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.

### **11.8 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.

### **11.9 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 11, QUALITY CONTROL**

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## **SECTION 12**

### **CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

#### **12.1 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.

#### **12.2 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.

#### **12.3 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.

#### **12.4 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

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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.

## **12.5 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.

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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.

## 12.6 TEMPORARY LIGHTING

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- 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.

## **12.7 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.

## **12.8 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

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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 cementations 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, of work of other contractors.

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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.

## **12.9 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.

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- 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.

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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.

#### **12.10 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.

#### **12.11 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.

#### **12.12 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.

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## **12.13 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.

## **12.14 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.

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- 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.

#### **12.15 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.

#### **12.16 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.

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- 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.

### **12.17 FIRST AID STATION**

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

### **12.18 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.

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## 12.19 TEMPORARY SIGNAGE

- A. Project Sign: The Contractor shall construct, erect and maintain one (1) 4 foot by 8 foot project sign of  $\frac{3}{4}$  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.

## 12.20 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.

## 12.21 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.

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- 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.

## **12.22 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.

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- 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 12, CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

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## **SECTION 13 ENVIRONMENTAL PROTECTION**

### **13.1 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.

### **13.2 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.

### **13.3 ENVIRONMENTAL PROTECTION PROCEDURES**

- A. General

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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 site work, provide and maintain protection during site work 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**

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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.

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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

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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 13, ENVIRONMENTAL PROTECTION**

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## **SECTION 14**

### **MATERIAL & EQUIPMENT HANDLING**

#### **14.1 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.

#### **14.2 MATERIALS HANDLING PLAN**

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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.

#### **14.3 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.

#### **14.4 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.

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## **14.5 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 14, MATERIAL & EQUIPMENT HANDLING**

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## **SECTION 15 PRODUCTS**

### **15.1 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.

### **15.2 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.

### **15.3 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

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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.

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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.

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- 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 15, PRODUCTS**

## SECTION 16 EQUIPMENT & SYSTEMS INSTRUCTION

### 16.1 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.

### 16.2 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.

### 16.3 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.

#### **16.4 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.

#### **16.5 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 16, 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:**

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**SECTION 17  
PROJECT CLOSEOUT**

**17.1 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.

**17.2 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.

### 17.3 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 pre-functional 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.

#### **17.4 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 17, PROJECT CLOSEOUT**

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## **SECTION 18 CLEANING**

### **18.1 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.

### **18.2 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.

### **18.3 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

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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 18, CLEANING**

## SECTION 19 PROJECT RECORD DOCUMENTS

### 19.1 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.

### 19.2 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.

### 19.3 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.

#### **19.4 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 19, PROJECT RECORD DOCUMENTS**

## SECTION 20 OPERATING & MAINTENANCE DATA

### 20.1 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.

### 20.2 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 20, OPERATING & MAINTENANCE DATA**