



**Design/Build Services for the  
East Point Library Expansion**

**For**

**Fulton County Library System**

**OWNER - CONTRACTOR AGREEMENT****22RFP134545K-BKJ, Design/Build Services for the East Point Library**Contractor: Albion General Contractors Project No. #22RFP134545K-BKJAddress: 8601 Dunwoody Place, Building 300,  
Suite 330  
Sandy Springs, GA 30350Telephone: 678-325-5900Contact: Brian Newsome

Facsimile: \_\_\_\_\_

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (Not applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **One Million One Hundred Sixty Thousand One Hundred Fifty Dollars and No Cents, (\$1,160,150.00)** and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: 22RFP134545K-BKJ  
Design/Build Services for the East Point Library Expansion

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **584** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said

calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

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

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

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

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

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

**#22RFP134545K-BKJ**

**Design/Build Services for the East Point Library**

**Owner - Contractor Agreement**

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

This agreement was approved by the Fulton County Board of Commissioner on **November 2, 2022, BOC Item # 22-0824.**

[SIGNATURES NEXT PAGE]

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

ALBION GENERAL CONTRACTORS

DocuSigned by:

*Robert L. Pitts*

DocuSigned by:

*Brian Newsome*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Brian Newsome  
Chief Executive Officer

Please select Attest or Notary from checkbox    ATTEST     Notary

ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

DocuSigned by:

Secretary/  
Assistant Secretary

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

*Dennal Stewart*

Dennal Stewart  
Office of the County Attorney

Dowaa Brown

Notary Public

APPROVED AS TO CONTENT:

County: Dekalb

DocuSigned by:

*Joseph Davis*

Joseph Davis, Director  
Department of Real Estate and Asset  
Management

Commission Expires: 5/3/2023

(Affix Notary Seal)



DocuSigned by:

*Gayle Holloman*

Gayle Holloman, Executive Director  
Atlanta-Fulton County Public Library System

Please select RCS or RM from the checkbox

RCS

RM

ITEM#: _____ RCS: _____	ITEM#: 2022-0824 RM: 11/2/2022
RECESS MEETING	REGULAR MEETING

END OF SECTION

# **EXHIBIT A**

## **GENERAL CONDITIONS**

### **00700-1 FAMILIARITY WITH SITE**

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

### **00700-2 CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

Drawings and Specifications:

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

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

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

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

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

The Design/Builder shall have available at all times on the Project site one (1) full, current set of the Contract Drawings and Specifications.

### **00700-3 DEFINITIONS**

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

Architect/Engineer (AE) – The Architectural firm acting in conjunction with a Construction Manager on either a sub-consultant basis or as Joint Venture partner as the Designer for the Design/Build firm. The Architectural firm and all its consultants that compose the building and site design team for the Design/Builder on the project including but not necessarily limited to Life Safety; Design; Civil Engineering; Landscaping; Irrigation; Structural Engineering; Plumbing; Mechanical and Electrical Engineering; Fire Alarm; Fire Protection and Commissioning according to the scope of work described by Section 3 of the Request for Proposal.

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

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

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

Contingency Authorization Form – See General Conditions, 00700-111.

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

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

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

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

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

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

Design/Builder (DB or D/B) shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party and who is the single corporate entity contractually responsible to the Owner for development of the Project. The Design/Builder can be: (1) a firm possessing either design and construction resources in-house, or (2) a construction contractor led team with the architect in a Sub-Contractor role, or (3) a joint venture team between construction contractor and architect.

Director - Director of the Department of Real Estate Management of Fulton County, Georgia or the designee thereof.

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

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

Notice to Proceed (NTP) - A written communication issued by the County to the Design/Builder authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Design/Builder.

Owner Controlled Contingency (OCC) – Contingency incorporated into the GMP that the Owner has sole control of. The D/B shall not have access to this contingency unless a written and fully executed Contingency Authorization is agreed upon by the County. All unused portions of the Owner Controlled Contingency shall be returned to the owner at the completion of the project. See 00700-111.

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

Program Manager - shall mean the individual designated in writing, by the Director of the Department of Real Estate Management as the Program Manager.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the AE of the Design/Builder, and agreed upon by the County and Program Manager, when all or a part of the work, as established pursuant to General Condition 00700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended. The Certificate of Substantial Completion shall include as attachments all open punch list items from AE, County and Program Manager.

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

#### **00700-4 CODES**

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

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

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

#### **00700-6 STRICT COMPLIANCE**

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

#### **00700-7 APPLICABLE LAW**

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

order or decree affecting the conduct of the work, whether occasioned by the Design/Builder, his agents or employees.

**00700-8 PERMITS, LICENSES AND BONDS**

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

**00700-9 TAXES**

- A. The Design/Builder 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 Design/Builder 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 Design/Builder shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Design/Builder 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 Design/Builder for payment of any tax from which it is exempt.
- B. The Design/Builder is obligated to comply with all local and State Sales and Use Tax laws. The Design/Builder shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Design/Builder. All refunds will accrue to the Owner.

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

**00700-10 DELINQUENT DESIGN/BUILDERS**

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

**00700-11 LIEN WAIVERS**

The Design/Builder shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit 8, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The

County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Design/Builder.

**00700-12 MEASUREMENT**

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

**00700-13 ASSIGNMENT**

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

**00700-14 FOREIGN DESIGN/BUILDERS**

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

**00700-15 INDEMNIFICATION**

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

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

### **00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

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

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

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

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

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

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

Should the Design/Builder wrongfully cause damage to the work or property of the County or Building Owner/tenants or to other work or property on the site, including the work of separate Contractor/Vendors, the Design/Builder shall promptly remedy such damage at the Design/Builder's expense.

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

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

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

### **00700-17 ADMINISTRATION OF CONTRACT**

The County/Program Manager shall provide administration services as hereinafter described.

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

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

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

Based on the Program Manager's or designated County representative observations regarding the Design/Builder's Applications for Payment, the Program Manager or designated County representative shall determine the amounts owing to the Design/Builder, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

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

Claims, disputes and other matters in question between the Design/Builder and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Program Manager or designated County representative for interpretation.

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

Except as otherwise provided in this Contract, the Program Manager or designated County representative shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Program Manager or designated County representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Design/Builder. The decision of the Program Manager or designated County representative shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Design/Builder files a written appeal with the Director of the Department of Real Estate Management and mails or otherwise furnishes the Program Manager or designated County representative a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Design/Builder shall be afforded an opportunity to be heard and to offer evidence in support of Design/Builder's appeal. Pending any final decision of a dispute hereunder, the Design/Builder shall proceed diligently with the performance of the Contract as directed by the Program Manager or designated County representative.

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

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

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

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

**00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES**

The Design/Builder shall employ only competent and skilled personnel. The Design/Builder shall, upon demand from the County/Program Manager, immediately remove any superintendent, foreman or workman whom the County/Program Manager may consider incompetent or undesirable.

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

**00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT**

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

**00700-20 DISCIPLINE ON WORK SITE**

The Design/Builder shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Design/Builder shall not employ any subcontractor who is not skilled in the task assigned to it. The County/Program Manager may, by written notice, require the Design/Builder to remove from the work any subcontractor or employee deemed by the County/Program Manager to be incompetent.

**00700-21 HOURS OF OPERATION**

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

**00700-22 FAMILIARITY WITH WORK CONDITIONS**

The Design/Builder shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Design/Builder's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Design/Builder, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Design/Builder of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable

adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Design/Builder's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other Design/Builders and the County necessary to insure that there is no interference between Design/Builders as will delay or hinder any Design/Builder in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

**00700-23 RIGHT OF ENTRY**

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

**00700-24 NOTICES**

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

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

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

**00700-25 SAFETY**

A. SAFETY, HEALTH AND LOSS PREVENTION

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

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

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

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Design/Builder. The Design/Builder shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not

relieve the Design/Builder of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Design/Builder.

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

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

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

D. PROTECTION OF THE WORK

1. The Design/Builder shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Design/Builder shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Design/Builder by this Agreement.

E. SAFETY EQUIPMENT

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

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Design/Builder shall act immediately to prevent

threatened damage, injury or loss and to remedy said violation. Failing such action, the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Design/Builder. The Design/Builder shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Design/Builder shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Design/Builder or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

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

H. DESIGN/BUILDER'S INDEMNITY OF THE COUNTY FOR DESIGN/BUILDER'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Design/Builder recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Design/Builder shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Design/Builder, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Design/Builder shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.

2. The Design/Builder shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Design/Builder operates safely, it being understood and agreed that no such failure shall relieve the Design/Builder from its obligation to assure safe operations or from its obligation to so indemnify. The Design/Builder also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Design/Builder, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Design/Builder or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

#### **00700-26 BLASTING AND EXCAVATION**

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

#### **00700-27 HIGH VOLTAGE LINES**

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

#### **00700-28 SCAFFOLDING AND STAGING**

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

#### **00700-29 CLEAN-UP**

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

#### **00700-30 PROTECTION OF WORK**

The Design/Builder shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Design/Builder without additional cost to the County.

#### **00700-31 REJECTED WORK**

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

### **00700-32 DEFECTIVE WORK**

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

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

### **00700-33 WARRANTY OF NEW MATERIALS**

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

### **00700-34 DESIGN/BUILDER'S WARRANTY OF THE WORK**

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 00700-84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Design/Builder shall correct such work promptly after receipt of written notice from the Program Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

### **00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES**

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

### **00700-36 WARRANTIES IMPLIED BY LAW**

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

### **00700-37 STOP WORK ORDERS**

In the event that the Design/Builder fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Program Manager or designated County representative, in writing, may order the

Design/Builder to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Program Manager to execute this right for the benefit of the Design/Builder or for any other person or entity.

**00700-38 TERMINATION FOR CAUSE**

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

**00700-39 TERMINATION FOR CONVENIENCE**

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

**00700-40 TERMINATION FOR CONVENIENCE - PAYMENT**

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

**00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS**

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Design/Builder the fair value, as determined by the County, of property which is

destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

**00700-42 COST TO CURE**

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

**00700-43 ATTORNEY'S FEES**

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

**00700-44 DESIGN/BUILDER'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a notice of termination from the County, and except as otherwise directed by the Program Manager/County, the Design/Builder shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Program Manager or designated County representative, all of the rights, title and interest of the Design/Builder under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Program Manager, to the extent the County/Program Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the County/Program Manager, in the manner, at the times, and to the extent, if any, directed by the County/Program Manager, and to the extent specifically produced or specifically acquired by the Design/Builder for the performance of such portion of the work as has been terminated:
  - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and

- b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the County/Program Manager, any property described in Section 6 of this paragraph, provided, however, that the Design/Builder shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Design/Builder pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Program Manager or designated County representative may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Design/Builder and in which the County has or may acquire an interest.

#### **00700-45 RECORDS**

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

#### **00700-46 DEDUCTIONS**

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

By the Program Manager or designated County representative to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Design/Builder and not otherwise recovered by or credited to the County.

#### **00700-47 REIMBURSEMENT OF THE COUNTY**

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

#### **00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

The Design/Builder shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The County or Program Manager may issue a written order requiring the Design/Builder to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, Design/Builders, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Design/Builder's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment

shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Design/Builder. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Design/Builder shall have notified the Program Manager or designated County representative in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Program Manager or designated County representative within ten days after the termination of such suspension, delay or interruption.

#### **00700-49 COMMENCEMENT AND DURATION OF WORK**

The County may issue a Notice to Proceed at any time within thirty (30) days following execution of the contract by the County. The Design/Builder shall commence work pursuant to this agreement within ten (10) days of mailing or delivery of written notice to proceed. The Design/Builder shall diligently prosecute the work to completion within three hundred sixty five (365) calendar days following receipt of the Notice to Proceed. The capacity of the Design/Builder's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Design/Builder and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other Design/Builders whose activities are in conjunction with or may affect the work under this contract.

#### **00700-50 TIME OF THE ESSENCE**

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

#### **00700-51 IMPACT DAMAGES**

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

#### **00700-52 DELAY**

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

#### **00700-53 INCLEMENT WEATHER**

The Design/Builder shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Design/Builder can substantiate to the satisfaction of the

County/Program Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Design/Builder shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

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

The Design/Builder agrees to use Saturday as a make-up day for inclement weather through-out the Construction period. The Design/Builder shall not be credited with an inclement weather day if the project experiences inclement weather on a normal work day and then works a make-up day. In addition, the Design Builder shall not be credited with an inclement weather day if the design-builder opts not to work on a make-up day.

Inclement weather days will only be issued if all Saturdays are used as make-up days and the total number of inclement rain days for the project still surpasses the total number of inclement rain days shown above, pending proper substantiation to the satisfaction of the County/Program Manager.

#### **00700-54 DELAY - NOTICE AND CLAIM**

The Design/Builder shall not receive an extension of time unless a Notice of Delay is filed with the Program Manager or designated County representative within ten calendar days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Program Manager or designated County representative within 10 calendar days of the first such instance. In the event that the Design/Builder fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

#### **00700-55 STATEMENT OF CLAIM - CONTENTS**

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

#### **00700-56 WORK BEHIND SCHEDULE, REMEDY BY DESIGN/BUILDER**

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the

contract time, the Design/Builder agrees that it will, as necessary, or as directed by the Program Manager or designated County representative, take action at no additional cost to the County to improve the progress of the work, including but not necessarily limited to increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

**00700-57 DILIGENCE**

The Design/Builder's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Design/Builder is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Design/Builder, and the Design/Builder shall be liable for such costs incurred by the County.

**00700-58 SET-OFFS**

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

**00700-59 REMEDIES CUMULATIVE**

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

**00700-60 TITLE TO MATERIALS**

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

**00700-61 INSPECTION OF MATERIALS**

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

**00700-62 PROGRAM MANAGER'S/COUNTY'S PRESENCE DURING TESTING**

All tests performed by the Design/Builder shall be witnessed by the Program Manager or designated County representative/agent unless the requirement therefore is waived in writing. The Program Manager or designated County representative/agent may perform additional tests on materials previously tested by the Design/Builder, and the Design/Builder shall furnish samples for this purpose as requested.

**00700-63 MATERIALS INCORPORATED IN WORK**

The Design/Builder shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently

manufacturing such materials, except as otherwise specifically approved by the Program Manager or designated County representative.

**00700-64 STORAGE OF MATERIALS**

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

**00700-65 PAYROLL REPORTS**

The Design/Builder may be required to furnish payroll reports to the Program Manager or designated County representative.

**00700-66 DESIGN/BUILDERS' REPRESENTATIVE**

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

**00700-67 SPECIALTY SUB-CONTRACTORS**

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

**00700-68 INSPECTION BY THE PROGRAM MANAGER**

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

**00700-69 WORK COVERED PRIOR TO PROGRAM MANAGER'S/COUNTY'S INSPECTION**

In the event that work is covered or completed without the approval of the Program Manager or designated County representative, and such approval is required by the specifications or required in advance by the Program Manager or designated County manager, the Design/Builder shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

**00700-70 SCHEDULING OF THE WORK**

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

**00700-71 PROGRESS ESTIMATES**

The Design/Builder shall prepare a written report for the Program Manager's or designated County representative approval, on County forms, of the total value of work performed

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

**00700-72 PROGRESS PAYMENTS**

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

**00700-73 TIME OF PAYMENT**

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

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Central Library  
One Margaret Mitchell Square  
Attention: Janelle Walker  
Atlanta, GA 30303

OR

**Via Email:**

Email: [Janelle.walker@fultoncountyga.gov](mailto:Janelle.walker@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details

- a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

#### **00700-74 RETAINAGE**

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

#### **00700-75 PAYMENT OF SUBCONTRACTORS**

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

#### **00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

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

#### **00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

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

**00700-78 PAYMENTS IN TRUST**

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

**00700-79 JOINT PAYMENTS**

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

**00700-80 RIGHT TO WITHHOLD PAYMENT**

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

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

If in the sole opinion of the Program Manager or designated County representative, the work is not substantially complete, the Program Manager or designated County representative shall notify the Design/Builder of such, in writing, and outline requirements to be met to achieve Substantial Completion.

The certificate of Substantial Completion shall be issued on standard AIA form and shall include incomplete punchlist items from the AE Team, County, and Program Manager.

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

Upon Substantial Completion of the work and upon application by the Design/Builder and approval by the Program Manager/County, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Program Manager or designated County representative and any authorized retainage.

**00700-83 COMMENCEMENT OF WARRANTIES**

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

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

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

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

**00700-85 DOCUMENTATION OF COMPLETION OF WORK**

Neither the final payment nor the remaining retainage shall become due until the Design/Builder submits the following documents to the Program Manager or designated County representative:

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

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Program Manager, the Design/Builder may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the Design/Builder shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

### **00700-86 GOVERNING LAW**

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

### **00700-87 CHANGES IN THE WORK**

#### **A. CHANGE ORDERS**

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

allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

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

or designated County representative, be allowed to incorporate these charges into the agreement cost for the change.

6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
  - a. For the Design/Builder, for any work performed by the Design/Builder's own forces, ten (10) percent of the cost.
  - b. For the Design/Builder, for any work performed by a Design/Builder's subcontractor, five (5) percent of the amount due the subcontractor.
  - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-contractor's own forces, ten (10) percent of the cost.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

**B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS**

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within ten (10) calendar days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Design/Builder complies with this (10) calendar days notice and Subparagraph C.1. below.
2. The Design/Builder shall promptly, and before such conditions are disturbed, notify the Program Manager or designated County representative in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Program Manager or designated County representative shall authorize the Engineer to

investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Program Manager or designated County representative.

3. No claim of the Design/Builder under this clause shall be allowed unless the Design/Builder has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Design/Builder for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Program Manager or designated County representative in writing prior to the commencement of Work at the site. Failure of the Design/Builder to notify the Program Manager or designated County representative in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

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

D. MINOR CHANGES IN THE WORK

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

#### E. BONDS

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

#### **00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

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

#### **00700-89 NO WAIVER OF REMEDIES**

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

#### **00700-90 LAND AND RIGHTS-OF-WAY**

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

#### **00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION**

No clearing or grading shall be completed by Design/Builder within the State Department of Transportation (DOT) area under construction. The Design/Builder must coordinate his construction scheduling with DOT.

If the Design/Builder begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Design/Builder's work the DOT area.

The Design/Builder shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Design/Builder shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Design/Builder is responsible for obtaining any pertinent DOT revisions.

**00700-92 SCOPE OF WORK**

**A. Project / Guaranteed Maximum Price Overview:**

1. The Design/Build Services Agreement (Agreement) will be executed by the Offeror deemed to have the most advantageous proposal. The Agreement will initially include fees for Design Services performance and Design/Builder Management performance for the Work
2. The Design Builder will commence Design Services, completing Programming, Owner interviews, Community meetings, Pre-Design, Schematic Design, Design Development and Construction Document Phase Services as enumerated herein.
3. The Design/Builder shall provide to the Program Manager/Owner multiple itemized options for scope of renovations/improvements and their associated costs so that the Owner can make informed decisions on scope of renovation to occur. Should the level of detail of the itemized renovation/improvement options not be sufficient according to the Owner or Program Manager or that the Owner/Program Manager request additional scope be considered/priced for the renovations/improvements, the Design Builder agrees to revise and update the options provided to the Owner.
4. There shall be a minimum of two community meetings that will be led by the design architect. The first meeting shall occur during programming. The second meeting shall be after approval of the schematic design by the County.
5. As the 50% Construction Documents are approved for the project, the Design/Builder will prepare Guaranteed Maximum Price (GMP) proposal utilizing the Owner-approved 50% Construction Documents as the basis of Design.
6. The Design/Builder will prepare a GMP proposal based on bids or proposals for all major elements of each Project including the overhead, profit and general conditions percentages submitted with the Cost Data Form, see Agreement Article 11 and RFP Attachment F – Required Forms. These GMP proposals will be submitted to the Owner for review and approval, see Agreement Article 11.
7. The Design Builder shall hold at least one vendor outreach meeting discussing opportunities for work with local subcontractor community. This meeting shall be coordinated with the Fulton County Purchasing and Contract Compliance offices.

8. The Design Builder shall prepare all Bid Packages for the project and will advertise all procurements. It is the Design/Builders responsibility to scope out all proposals and contract with the lowest responsible Bidder.
  9. Upon Owner Approval of the GMP proposal, the Agreement will be amended to include the cost of construction for each Project using the approved negotiated costs.
  10. Design Services will resume and the Construction Documents Phase services will be completed as enumerated herein.
  11. Upon completion of the Construction Document Phase services as enumerated herein, the Construction Phase services will commence and continue until final completion.
- B. The Design/Builder will utilize the information gained from their own site visits and meetings with Fulton County Library System staff, the Community in the Design.
- C. Included as information only, the County intends to issue the following solicitations for additional Fulton County Library System work:
1. Construction Services for Martin Luther King, Jr. Library renovation
  2. Design/Build Services for East Point Library Expansion

D. **Separate Contracts:**

The County has issued/intends to issue separate contracts for the following:

1. Low Voltage system equipment: The Owner shall provide IT, network and telephone equipment.
  - a. The Design/Builder shall provide infrastructures (conduit, wiring, terminations, raceways, etc.) as part of their Services and Work for Closed Circuit TV Cameras, Card Reader Access Systems and Audio-Visual systems.
  - b. For a scope of Technology Design/Builder responsibilities, please refer to Exhibits 4 and 5.
2. Technology Consultant – The County shall issue a contract directly with a Technology Consultant. The Design Builder agrees to cooperate with and work directly with the Technology Consultant. The Technology Consultant shall provide the Technology Drawings and Specifications that will be incorporated into the Design/Builders set of design and construction phase documents.
3. FF&E Consultant – The County shall issue a contract directly with a FF&E Consultant. The Design Builder agrees to cooperate with and work directly with the FF&E Consultant. The FF&E Consultant shall be responsible for FF&E selections and providing Drawings and Specifications that will be incorporated into the Design/Builders design and construction phase documents. See Exhibit 6 for a scope of the FF&E consultant's responsibilities.

4. Wayfinding – The County shall issue a contract directly with a Wayfinding Consultant. The Design/Builder agrees to cooperate with and work with the Wayfinding Consultant. The Wayfinding Consultant shall provide Signage Location Drawings, Schedules, Signage Standards and Specifications that will be incorporated into the Design/Builders design and construction phase Documents.

**E. Design/Builder Responsibilities:**

1. The services performed by the Design/Builder, its employees and consultants as enumerated herein.
2. For practical purposes, the Work shall be considered to be the Martin Luther King, Jr. Library in Fulton County.

The Design/Builder shall manage the library renovations project and Financial and other records shall be maintained. Project schedules including milestones, such as Substantial and Final Completion and start of warranties will also be maintained.

The Design/Builder will be required to provide a phasing plan indicating when the library will close and reopen. The County must approve of the Design/Builders plan/schedule for library closures/renovation or new construction prior to the Design/Builder performing work. Move management will also be part of the Design/Builders services.

3. The Design/Builder's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progression on the Project.
4. The Design/Builder shall utilize the schedule(s) submitted with its GMP Cost Proposal and approved by the Owner. The schedule(s) shall include allowances for periods of time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not be exceeded by the Design/Builder or Owner except for reasonable cause.
5. The Design/Builder shall designate a representative responsible for the day to day management who shall be the Owner's primary contact during design and construction phases of the Project. The designated representative shall be authorized to bind the Design/Builder in all matters related to design/build services.
  - a. The Design/Builder shall designate representatives from its design professionals to act on behalf of the Design/Builder with respect to professional design services.
  - b. The Owner and Program Manager shall at all times have reasonable access to the personnel of the Design/Builder, to include design professionals, relating to the Project throughout the duration of the Project.

6. The Design/Builder may refine the project organization, based on information submitted during the RFP process. The consultants presented by the Design/Builder as part of the selection process and approved by the Owner shall be the consultants used for the Project. The Design/Builder shall not substitute any consultant without the consent of the Owner.
7. The Design/Builder shall coordinate and cooperate with the County's Department of Real Estate and Asset Management (DREAM) to ensure that all systems (Mechanical, Electrical, Plumbing and Technological) conform to the County's current standards during the design and construction of the library.
8. The Design/Builder shall review and evaluate the information provided by the Owner and advise the Owner of any additional information required by the Design/Builder for completion of the Project.
9. The Design/Builder shall investigate existing site conditions.
10. Prior to establishment of the GMP, the Design/Builder shall provide Estimate(s) of Construction Cost where required herein and obtain the Owner's written approval of the cost estimate. Detailed cost estimates will be required to be submitted to the Owner at the time of each design phase submittal.
11. The Design/Builder shall provide the Owner with a set of record plans , showing any significant changes in this portion of Work made during construction, based on marked-up prints, plans and other data.
12. The Design/Builder shall prepare and submit all required applications and plans to all regulatory authorities having jurisdiction over the Project. The Design/Builder shall revise and resubmit applications and supporting documentation as required to resolve comments received from such governmental authorities. The Owner shall assist in the application process as necessary.
13. The Design/Builder, or its consultants, shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of each Project.
14. The Design/Builder shall provide the professional design services described herein utilizing the latest CSI format. Required design disciplines include, but are not limited to, Civil, Landscape Architecture, Structural, Architectural, Mechanical, Plumbing, Electrical, Fire Protection and Interior Design.
  - a. Design/Build team members must be appropriately licensed in the State of Georgia. All studies, reports, drawings and specifications must be prepared, signed and sealed by a Georgia registered professional architect, professional engineer or appropriate

qualified professional in accordance with applicable laws of the State of Georgia.

15. The Design/Builder shall manage the Design/Build services so as to ensure that the Project and the Work can be constructed for an amount that is within the Design/Build fees and Guaranteed Maximum Price (GMP).

**F. Pre-Design and Schematic Design Phase Services:**

1. The Design/Builder shall review the Owner provided information to ascertain the requirements of each Project.
2. The Design/Builder shall provide a preliminary evaluation of Owner provided information and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design/Builder shall provide cost and constructability input to the Owner to help with the evaluation of these items. These alternate approaches shall include the feasibility of incorporating:
  - a. Environmentally responsible design approaches
  - b. Other potential alternatives that may come from the Owner of Design/Build team.

The Design/Builder shall arrive at a mutual understanding regarding incorporation of the alternative approaches with the Owner.

3. It is anticipated that the Design/Builder will conduct multiple meetings with the Owner and stakeholders as part of the schematic design process.
4. The Design/Builder shall prepare Schematic Design Documents for the Project suitable for presentation based on information provided by the Owner, Community, FCLS Staff and incorporation of Owner approved alternative design approaches. The Schematic Design Documents shall include drawings and other documents including, but not limited to site plans, floor plans, sections, elevations and shall include some combination of study models, perspective sketches, or digital modeling. Schematic Design narratives and outline specifications illustrating and describing the architectural, electrical, mechanical, structural and building and support systems. It is the Design/Builder's responsibility to design the project to the stated budget/GMP of the project.
  - a. The Design/Builder shall provide a fifty (50%) and one hundred (100%) submittal of the Schematic Design Documents for the Owner's review and approval.
  - b. The Design/Builder shall prepare a detailed estimate of construction cost based on schematic design phase documents (50% & 100%) and submit to the Owner for approval. The Design/Builder shall include a list of value engineering options for the Owner's review.

- c. The Design/Builder shall prepare a detailed schedule based on schematic design phase documents (50% & 100%) and submit to the Owner for approval.
6. The Schematic Design Documents; schematic estimate of construction cost; and schematic design schedule, shall be submitted for review, comment and approval by the Owner.
7. The Design/Builder shall make presentations to review/approval boards (Board of Architectural Review, Technical Review, County Leadership, etc.) and other agencies as required.

**G. Design Development Phase:**

1. Based on the approved schematic design documents, any adjustments authorized by the Owner in the program, schedule or construction budget, the Design/Builder shall prepare Design Development Documents. The Design Development Documents shall consist of drawings and other documents including site plans, floor plans, sections, elevations, finish schedules, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project including civil, architectural, structural, mechanical, electrical, fire protection, low voltage systems, materials and such other elements as may be appropriate, and shall also include some combination of study models, perspective sketches, or digital modeling. The Design Development Documents shall also include specifications, developed to a point where major materials and systems are identified and their quality levels are established, and furniture and finishes color and materials presentation board(s). It is the Design/Builder's responsibility to design the project to the stated budget/GMP of the project.
  - a. The Design/Builder shall provide a fifty (50%) and one hundred (100%) submittal of the Design Development Documents for the Owner's review and approval.
  - b. The Design/Builder shall prepare a detailed estimate of construction cost based on design development phase documents (50% & 100%) and submit to the Owner for approval. The Design/Builder shall include a list of value engineering options for the Owner's review.
  - c. The Design/Builder shall prepare a detailed schedule based on design development phase documents (50% & 100%) and submit to the Owner for approval.
2. The Design Development Documents shall be submitted for review, comment and approval by the Owner. The Design Development Documents shall be revised to incorporate Owner review comments.

3. The Design/Builder shall make presentations to review/approval boards (Board of Architectural Review, Technical Review, County Leadership, etc.) and other agencies as required.

**H. Construction Document Phase:**

1. Based on the approved Design Development (Basis of Design) Documents and any further adjustments authorized by the Owner in the scope of quality of the Project the Design/Builder shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
  - a. The Construction Documents shall incorporate the accepted resolution of all review comments from the Owner and other authorities having jurisdiction on the Design Development Documents. The Construction Documents shall include the application of all professional seals as required by Georgia laws and regulations and be ready for bidding without further modification.
  - b. The construction documents shall include drawings and specifications from all required disciplines.
  - c. Should the Design/Builder elect to “fast track” elements of the Work within a Project, the Design/Builder shall submit these fast track permit sets separately as they occur as interim submittals for Owner review and approval.
2. Provide intermediate fifty (50%) and one hundred (100%) construction document submittals for Owner review, comment and approval. Provide a final construction document submittal of documents sealed signed and dated, ready for permitting. Submittals shall include construction documents, drawings and specifications, developed to a level consistent with submittal
  - a. The 50% submittal shall also include FF&E cut sheets, updated furniture and finishes color and materials presentation boards.
  - b. The Design/Builder shall incorporate the 50% review comments into the 100% submittal. The 100% submittal shall also include the statement of special inspections.
  - c. The Design/Builder shall incorporate the 100% comments into the final submittal.
  - d. The Design/Builder shall prepare a detailed estimate of construction cost based on construction design phase documents (50% & 100%) and submit to the Owner for approval. The Design/Builder shall include a list of value engineering options for the Owner’s review.

e. The Design/Builder shall prepare a detailed schedule based on construction design phase documents (50% & 100%) and submit to the Owner for approval.

3. Make presentations to review/approval boards (Board of Architectural Review, Technical Review, etc.) and other agencies as required. Obtain approvals from review and permitting authorities (local planning & building department, etc.)

**I. Guaranteed Maximum Price:**

1. The approved 50% Construction Documents including any adjustments authorized by the Owner, will become the basis of design for the Guaranteed Maximum Price (GMP). It is solely the Design/Builders responsibility to design and construct the project in accordance with the County's stated GMP/budget.
2. The Design/Builder will prepare its GMP Proposal and submit the Proposal to the Owner for approval.
  - a. The GMP Proposal shall include a written description of how it was derived and what is included, such as approved alternative design approaches and assumptions made by the Design/Builder in the GMP Proposal.
  - b. The Contract for full description of requirements regarding the GMP.
  - c. To be included in the GMP is an Owner's Controlled Contingency (see Exhibit 2 "Cost Data Form" and Section 0700-111 of the General Conditions), Construction Contingency and FF&E Allowance (see Section 3 "Proposal Requirements, A. Part 1 – Design/Builder's Responsibilities, paragraph 2").
3. Concurrently with the GMP Proposal, the Design/Builder shall prepare and submit a Critical Path Method (CPM) milestone schedule.

**J. Construction Phase Services:**

1. The Design/Builder, and its design consultants, shall provide administration of Construction Phase Services as enumerated herein.
2. The Design/Builder, and its design consultants, shall continue to advise and consult with the Owner during the Construction Phase Services.
3. The Design Builder, and its design consultants, shall attend pre-construction and pre-installation conferences, preparatory meetings for major components and systems, and progress meetings as required. The County, Program Manager or designated County representative shall be notified at least 48 hrs in advance of any pre-construction or pre-installation conferences.

4. The Design/Builder, and its design consultants, shall review, comment, and recommend approval of shop drawings and submittals.
5. The Design/Builders field staff shall provide daily reports that include but not necessary limited to: indicate subcontractors working; amount of staff; areas where work is taking place; equipment on site; weather conditions; work completed.
6. The Design/Builder, and its design consultants, shall conduct periodic site walkthroughs and provide site observations and/or inspections as further described in Section L below or as required by the "Statement of Special Inspections". The County, Program Manager or a designated County representative shall receive written reports from walk-throughs.
7. The Design/Build design consultants shall answer RFI's, resolve design issues that arise in the field, and prepare supplemental instructions and sketches as required. RFI's shall be responded to within 3 business days.
8. The Design/Build design consultants shall provide substantial and final completion inspections and prepare punch lists. The architect shall issue the certificate of substantial completion on AIA form and send to owner for execution. All open punch list items (including Owner's and Program Managers) shall be attached to the certificate of substantial completion.
9. The Design/Build design consultant shall review and approve the "Final Report of Special Inspections".
10. The Design/Builder shall provide full time Superintendents for the Project.

**K. Evaluation of the Work:**

1. The Design/Build design consultant shall visit the site weekly, or as otherwise agreed, to become generally familiar with the progress and quality of the portion of the Work completed, to endeavor to guard against defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the construction documents.
  - a. The Design/Builder, and its design consultants, shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the construction documents and from the most recent construction schedule submitted by the Design/Builder, (2) defects and deficiencies observed in the Work, and (3) the Design/Builder's plan to correct said defects and deficiencies.
  - b. Site visits shall be made by representatives of the Design/Build design consultants who are knowledgeable of the Project

requirements, competent in design and construction in each discipline having work in current progress.

- c. The Design/Builder shall submit to the Owner, no later than seven (7) calendar days after each visit, a written report of its and its consultants' periodic visits, its findings and the status of the Project.
2. The Owner has the right to reject Work that does not conform to the construction documents. Whenever the Owner considers it necessary or advisable, the Owner shall have the authority to require inspection or testing of the Work in accordance with provisions of the construction documents, whether or not such Work is fabricated, installed or completed.
3. Interpretation and decisions of the Design/Builder design consultants shall be consistent with the intent of and reasonably inferable from the construction documents and shall be in writing or in a form of drawings.

**L. Certificates for Payment:**

1. The Design/Builder shall submit applications for payment. The Design/Build design consultants shall certify the application for payment, and said certification shall constitute a representation to the Owner, based on the Design/Build design consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that to the best of the Design/Build design professional's knowledge, information and belief, the portion of the Work for that Project has progressed to the point indicated and that the quality of the Work is in accordance with the construction documents.
2. The Design/Builder shall maintain a record of the Application and Certificate of Payment.

**M. Submittals:**

1. The Design/Build firm will utilize the Contract Management and Scheduling software that will be purchased and managed by the Design/Builder. The software will be web based. The Design/Build firm shall be responsible for all seats on Contract Management and Scheduling software that they require. The scheduling software will be required to be Primavera P6. It will be required that the Contract Management software contain all project correspondence, including but not limited to, transmittals, submittals, Request for Information (RFI's), RFP's, document control, change orders, letters, memorandums, meeting minutes, phone logs, emails, etc. The Scheduling software (Primavera P6) shall contain all schedules during the design, pre-construction, construction and closeout phases of the project. The Design/Builder shall turn-over all approved submittals to the Owner at the completion of the project as part of the close-out documents.
2. The Design/Builder's submittal schedule for the Project shall be available for review, within ten (10) days of start of construction.

3. The Design/Builder, its design consultants, contractors, subcontractors and other project stakeholders shall take action in review of submittals in accordance with the approved submittal process.
4. The Design/Build design consultants shall review and approve all submittals including product data, shop drawings, etc. Submittals shall be reviewed in accordance with the construction documents, approved, by County, finish boards, Fulton County Design Guideline, etc. Review of any submittals by the County is not for the purpose of determining the accuracy and completeness of other information such as dimensions, qualities, and installation or performance of equipment or systems, which are the responsibility of the Design/Builder.
5. The Design/Build design consultants shall review and respond to requests for information about the construction documents. If appropriate, the Design/Build design consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
6. The Design/Builder shall account for a 3-week submittal review and approval process which may include review by the Fulton County representatives (if requested by County).

**N. Changes in the Work:**

1. The Design/Builder may recommend to the Owner, for its approval, minor changes in the Work that are consistent with the intent of the construction documents and do not involve an adjustment in the Construction Contract Sum or an extension of the Contract Time.
2. In the event of Owner directed changes or weather-related time extensions, the Owner's staff shall prepare Change Orders or Contingency Authorizations, as appropriate, for the Design/Builder and Owner approval and execution in accordance with the construction documents.
3. The Design/Builder shall maintain records relative to changes in the Work.

**O. Project Completion:**

1. When the Design/Builder believes a Project to be substantially complete, it shall notify the Owner in writing. The notification shall be accompanied by a deficiencies list, enumerating all outstanding or incomplete items.
2. The Owner, Program Manager and/or designated County representative shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion of each Project and of the Work; The Architect will issue the Certificate of Substantial Completion (AIA form).
  - a. The Design/Builder's Design Professionals shall cooperate in inspections conducted by the Owner to check conformance of the

Work with the requirements of the construction documents and to verify the accuracy and completeness of the deficiencies list submitted by the Design/Builder to be completed or corrected.

- b. When the Owner finds a Project to be substantially complete, the balance of its Construction Contract Sum shall be paid to the Design/Builder, excluding the amount to be retained from the Construction Contract Sum, if any, for Final Completion or correction of the Project.
3. Once Substantial Completion of a Project is achieved, the Design/Builder shall submit, for the Owner's review and records, the following information: (1) written warranties; (2) consent of surety or sureties; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (4) all approved submittals; and (5) any other documentation required of the Contractor by the construction documents.
4. When the Owner agrees that a Project is complete and all required documentation has been received, it will be deemed to have achieved Final Completion, and the balance of its Construction Contract Sum shall be paid the Design/Builder, including the amount to be retained from the Construction Contract Sum, if any for final completion or correction of the Project. When the final Project has achieved Final Completion, the Work is considered to be complete.

**P. Drawing Requirements:**

1. All Drawings provided to the County shall be as follows:
  - a. Drawings must be prepared on standard sheet size (E-Size 30" x 42").
  - b. Provide sufficient paper and/or electronic sets of sealed final contract documents to meet the authority having jurisdiction's permitting requirements. Provide one (1) each paper and electronic set to County for record set purposes. Permit and record sets shall be sealed with original A/E signatures and dates applied across seal.
  - c. Provide computer files on CD's (or other approved media) utilizing both Revit 2016 and AutoCAD 2016, or higher as approved. Project Drawings will be produced in Revit and converted to AutoCAD. Revit files must utilize the ".rvt", ".rfa", ".rft" or other standard Revit file designations. Drawings must utilize the ".dwg" file designation. Electronic file submission must include the following:
    - i. All downloaded content must be provided. All blocks must be provided or exploded. All external references must be provided.
    - ii. Custom line types and fonts must be provided. Drawings should be produced utilizing standard fonts available with Revit and

AutoCAD 2016 for all non-title block text. The minimum font size shall be 1/8" when printed full size.

- iii. Design Builder shall also provide .pdf files of all drawings, specifications, etc.
  - iv. Drawing layout and layering system may be your firm's standard, however, all unused layers must be purged from the drawings, and a list of layers and pen assignments must be provided on disk with accompanying hard copy. Provide all plot files used to plot contract documents.
  - v. Conversion to AutoCAD 2016 will be the responsibility of the successful firm, ".dxf" or other file types are not acceptable.
  - vi. Provide project name, sheet title and sheet number on all sheets.
- d. Provide the County with Adobe Acrobat 11.0, or newer files of the Contract Documents.

**Q. Specification Requirements:**

- 1. All specifications provided to the County shall be as follows:
  - a. Specifications must be developed using the Construction Specification Institute (CSI) format in Microsoft Word 2013, or as approved by the Owner.
  - b. Provide sufficient paper and electronic sets of sealed final specifications to meet the authority having jurisdiction's permitting requirements. Provide one (1) each paper and electronic set to the County for record set purposes. Permit sets shall be with original A/E signatures and dates applied across the seal.
  - c. Provide the County with Microsoft Word 2013 and Adobe Acrobat 11.0 files of the specifications, or as approved by the Owner.

**DESIGN/BUILD CONTRACT MANAGEMENT**

**Part 1. Administrative Requirements:**

**A. General Requirements:**

- 1. Related Documents: Provisions of the RFP and the Contract apply to this Design/Build Contract Management Section.
- 2. Summary of Work:

- a. The Design Builder is responsible for design and construction of the Work comprised of the Project described in the RFP. See Design/Build Scope of Services in the RFP for summary of Work.
  - i. Design Phase services shall include full architectural and engineering services to design and detail complete and functioning Project as described in the RFP and herein. Design services shall include preparation of construction documents, consisting of drawings and specifications adequate for permitting and regulatory approvals.
  - ii. Construction Phase services shall provide all materials, supplies, equipment, furnishings, labor, and supervision necessary to construct complete and functioning Projects as described in the RFP and herein.
- c. The Design Builder shall be responsible for verifying existing site conditions as necessary for the design and construction of the Project.

**B. Coordination of Projects:**

1. General: Coordinate design activities and construction operation to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Specification Sections that depend on each other for proper installation, connection and operation.
2. Design/Builder's Use of Premises: Limit use of premise to allow:
  - a. Work by Owners Forces.
  - b. Work performed under Separate Contracts.
3. Work by Owner: Separate contracts are anticipated; see Scope of Work – Section in RFP.
4. Work Hours:
  - a. Normal work hours for projects shall fit within the municipal regulations governing the site location. Owner preferred work hours are between 6:00 AM and 5:00 PM. Monday through Friday.
  - b. Evening and weekend hours shall be approved in advance.
5. Owner's Representative(s) will be designated to act as the point(s) of contact for the Design/Builder. Required coordination with the Fulton County Library System staff and other Project stakeholders will be directed through the Owner's Representatives(s).

- a. The Owner's Representative(s) will visit the site periodically to review progress of the work.
  - b. Coordinate all Owner provided testing with the Owner's Representative(s) and the Owner's designated testing firm as required.
6. Coordination of Work:
- a. Coordinate scheduling, submittals and Work to ensure efficient and orderly sequence of installation of interdependent construction elements.
  - b. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable.
  - c. In finished areas, conceal pipes, ducts and wiring within construction.

**C. Project Meetings:**

1. General Requirements: Design/Builder shall schedule and conduct all meetings and conferences. Schedule meetings with all participants. Prepare and distribute the meeting agendas, two (2) days prior to meeting, and minutes within three (3) days of the meeting.
  - a. Exception: For Owner called meetings, the Owner will schedule and conduct meetings as detailed above.
  - b. All construction phase meetings and conferences shall be held at the Project site.
2. Design Conferences: Design/Builder shall schedule and conduct design conferences at regular intervals to discuss the progress of the project and the design. Initial conference shall be scheduled prior to commencement of design phase of the Work, but no later than fifteen (15) days after execution of the Agreement.
  - a. Attendees shall include representatives of the Owner; Design/Builder; Design/Builder's Design Consultant providing services in the current design phase; and other parties as appropriate.
  - b. Preliminary Consultation/Pre-Design Project Analysis topics should include, but not be limited to, review of Design/Builder's analysis of Owner provided information included in the RFP, see Article 4 of Agreement, additional information needed and Design/Builder recommendations.

- c. Schematic Design – Construction Document Phase topics should include, but not be limited to, project design and detailing (see Scope of Services – Sections G – K), alternate approaches, design submissions, coordination of Work under separate contracts, equipment, construction sequencing, separate “permit packages”, value engineering and cost proposals, and other topics appropriate to the stage of the design and contract documents.
    - d. Meeting minutes shall include a log of design issues to be resolved.
  3. Preconstruction Conference: Owner shall schedule and conduct a preconstruction conference before the Design/Builder commences construction for the major permitted portions of each Project of the Work.
    - a. Attendees shall include representatives of the Owner, Building landlord, Design/Builder, Design/Builder’s Design Consultants as appropriate, major Subcontractors, and other parties as appropriate.
  4. Construction Phase Pre-installation Meetings: Schedule and conduct pre-installation meetings to be held prior to beginning each segment of work, and prior to any significant activity within each segment of work. Prepare a “checklist” type agenda, record meeting minutes and distribute minutes to all attendees.
    - a. Attendees shall include the Superintendent, Owner Representative(s), affected Subcontractors and the onsite foreman who will actually be performing the work.
    - b. Agenda: Shall include a review of the contract requirements, approved shop drawings, submittal data and testing requirements, a physical examination of the materials and equipment to be installed to verify that they conform to the approved submittals, verification that prerequisite work has been completed, and a discussion regarding coordination with other work.
  5. Construction Phase Progress Meetings: Schedule and conduct progress meetings at the same time and day of the week to be held at weekly or other agreed upon intervals as appropriate to the stage of construction.
    - a. Attendees shall include Owner’s Representative(s), Design/Builder’s Representative(s), subcontractor(s), and other parties as appropriate.
    - b. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project including, but not limited to, items requiring action, the submittal list, requests for information (RFI’s), Work

accomplished, deficiencies, coordination of Work planned and the schedule – Design/Builder shall provide a two week look ahead at each meeting that is consistent with CPM schedule.

- c. Minutes shall include a list of action items, listing issues and responsible party to resolve issue, and deficiencies log.

**D. Payment Procedures and Price Considerations:**

1. General: See Design/Build Services Agreement (Agreement), Article 40 – Invoicing and Payment:
  - a. Prior to the first Application for Payment and after a GMP is established, and within ten (10) calendar days after the commencement of construction, the Schedule of Values (SOV) for the Project shall be submitted for Owner review and approval. Submit six (6) copies of the typed SOV on AIA form G703. In the event that the schedule is not accepted, revise and resubmit as required. Design/Builder's standard form will be considered. The Owner will not review any application for payment until the SOV is approved.
  - b. Schedule of Values (SOV) Content: The initial SOV will contain design services and Design/Build management fees broken down with line items related to each Design and Construction Phase. Once a GMP is established for a Project the SOV will be updated to include Construction Costs.
  - c. SOV Format: Utilize the specification headings developed by the Design/Build Design Consultants as part of each project. Identify each line item with the number and title of the specification section. Project overhead, insurance, mobilization, demobilization, profit, etc. shall not be identified in the SOV as line items. The value of these shall be equally distributed over all the elements of the Schedule. Show at a minimum, a labor line and a materials line for each specifications section. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, project record documents and demonstration and training.
    - i. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
    - ii. Provide a separate line item in the SOV for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - d. Payment Procedures for Design Services: On the SOV, provide a breakdown of the Design Services portion of Contract Price.

Include a minimum of one line item for each design milestone (Post Award Design Submittals) listed herein for each discipline. Design Services shall be paid monthly, based on percentage of completion of design per discipline of work package.

- e. Payment Procedures for Construction Phase: Construction Phase payments shall be paid monthly, based on percentage of Work in place minus retainage, as applicable, for each Project.
- f. Schedule Updating: Update the SOV to add a line item for each fully executed Change Order that results in a change in the Contract Sum before the next Application for Payment.

2. Application for Payment:

- a. Submit three (3) typed copies of AIA G702 – Application and Certificate for Payment including continuation sheets when required, each with original signatures for each Project. Use data from approved SOV. Provide dollar value in each column for each line item for portion of work performed. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as an original item of work. When Owner requires substantiating information, submit requested data justifying dollar amounts in question.
  - i. Payment for material stored off site shall be at the discretion of the Owner, per Article 12 of the Agreement.
- b. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment for each Project, include the following:
  - i. List of Subcontractors
  - ii. Schedule of Values (SOV)
  - iii. Design/Builder's design and construction schedule
- c. Subsequent Applications for Payment: An updated schedule, an updated submittal log and construction photographs must precede or coincide with payment applications subsequent to first Application for Payment.
- d. Application for Payment at Substantial Completion: See Article 13C of the Agreement.
- e. Final Payment Application: Submit final Application for Payment with supporting documentation listed in Article 13H of the Agreement.
- f. Change Order Procedures: See Article 17 of the Agreement.

**E. Design/Builder's Schedule:**

1. Some of the project may require vacating the library. In this case, the Design/Build firm will be required to provide Move Management and staging (as necessary) and storage services, including but not limited to, box, collection, artwork, and surplus moves.
2. The County requires the Design/Build firm to utilize Primavera P6 Scheduling software and a Contract Management software that will be purchased and managed by the Design/Builder. The Design/Build firm shall be responsible for all seats on Scheduling and Contract Management software that they require. It will be required that the Contract Management software contain all project correspondence, including but not limited to, transmittals, submittals, Request for Information (RFI's), RFP's, document control, change orders, letters, memorandums, meeting minutes, phone logs, emails, etc. The Scheduling software shall contain all schedules during the design, pre-construction, construction and closeout phases of the project.
3. General: Design/Builder shall provide and maintain a schedule for the project. Make the initial schedule available on the document management service prior to submittal of first application for payment. Revise and update schedule monthly and submit with each application for payment. The Owner will not review any payment request until the schedule has been submitted and accepted as information.  
Prepare Design/Builder's Schedule using a computerized, time-scaled Critical Path Method (CPM) network analysis diagram for the Work. All key activities and milestones shall be listed, including but not limited to, the following:
  - a. Design Phases including reviews and updates based upon reviews.
  - b. Permit submittals
  - c. Agency review and approval of permits
  - d. Preparation and processing of submittals
  - e. Mobilization and demobilization
  - f. Purchase of materials
  - g. Deliveries
  - h. Fabrication
  - i. Utility interruptions

- j. Installation
- k. Testing

Identify Any Float: The measure of leeway in starting and completing an activity. Float time is not for the exclusive use or benefit of either the Owner or the Design/Builder, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

**F. Submittals:**

1. The Design/Builder will use a web-based project management system during each phase of work. The use of this system may include communication through project standard documents, review of schedule and cost information. Training required to use the project management system will be provided by the Design/Builder.
2. Submittal Procedures:
  - a. Design/Builder shall utilize the a web-based system for the library renovation. Design/Builder shall populate the system with listings to include, but not be limited to, contact information for all project team members, submittal log, Application for Payment, schedule, RFI's, supplemental instructions, proposal requests, meeting minutes, consultant reports, testing, modifications, photos, drawings and specifications.
  - b. Design/Builder shall create submittal log by inserting required submittals listed in individual specification sections. The initial submittal log shall be available for review and approval within ten (10) calendar days prior to start of construction of each Project. Design/Build Design Consultants and the Owner shall review and approve the information as being complete. Thereafter, submittal log shall be maintained and updated throughout the Project.
  - c. Each submittal shall be accompanied by a cover sheet which identifies the Project, Design/Builder, Subcontractor or Supplier, Specification Section, submittal number and pertinent Contract Document references.
  - d. Submittal originator or Design/Builder shall upload submittal to the service. Design/Builder shall review document first, and apply Design/Builder's electronic stamp and signature certifying that review, verification of Products required, field dimensions, quantities, adjacent construction work and coordination of

information is in accordance with requirements of the Work and Contract Documents. Submittals not bearing Design/Builder's stamp and original signature will not be reviewed further.

- e. Design/Builder shall identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed work.
  - f. Revise and resubmit submittals as required, identify changes made since previous submittal.
  - g. Product data, shop drawings and samples are submitted to Owner for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
  - h. After Design/Builder review and review by Design/Build Design Consultant(s) as appropriate, Owner will review and approve submittal and release for construction.
  - i. Design/Builder shall maintain one (1) copy of each approved submittal at each Project site.
3. Post Award Design Submittals General: The Owner desires an informal and interactive process with the Design/Builder during design and development of the Contract Documents described in the RFP. The Owner expects to be involved on a regular basis with the design and drawing process, reviewing documents for scope compliance and progress, to help facilitate the Design/Builder's development of the Contract Documents. The Owner believes this process will prove beneficial to all parties, helping to keep production of design documents on track, following a concise path and avoiding potential backtracking, and help expedite Owner approval of design and permitting submittals. The Design/Builder should help develop and maintain this interactive process and foster good communications with the Owner Representative throughout the project.
4. Project Design Submittal milestones are characterized by the percentage of completion of design for discipline or work packages. Design Submittals are required at fifty (50%) & one hundred (100%) of the Schematic Design phase, the fifty (50%) & one hundred (100%) Design Development phase, at fifty percent (50%) Contract Document completion, at one-hundred percent (100%) Contract Document completion and at Final Contract Document completion (all comments incorporated).
- a. Correction, resubmittal and Owner approval of the fifty percent (50%) Contract Document submittal is required prior to its use as the basis of design for the GMP.
  - b. On the other submittals, the Design/Build team shall respond to such review comments in writing within fifteen (15) calendar days

of receipt and the Owner comments shall be incorporated into the subsequent submittal.

- c. The Final Contract Document submittal shall have all previous Owner comments addressed and documents shall be sealed, signed and dated and be ready for permitting.
5. Post Award Interim Submittals and Permit Submittals: The Design/Builder and/or the Owner may elect to “fast track” elements of the Work to facilitate permitting and construction of the project. Submit partial permit and “fast track” documents separately as they occur as interim submittals for the Owner’s review and approval.
6. Schematic Design (SD) Phase Submittal (50% & 100%): See Scope of Work – Section G for documents to be included.
  - a. Number of Copies:
    - i. Six (6) sets of all drawings, bond copies, bound, full size
    - ii. Six (6) copies of printed materials and specifications, three hole punched and bound
    - iii. Six (6) copies of Design/Builder’s estimate of construction cost
    - iv. Access to digital Revit model
    - v. Two (2) sets of PDF’s of drawings, full size and 11x17
    - vi. PDF files of printed materials and specifications
7. Design Development (DD) Phase Submittal (50% & 100%): See Scope of Work – Section H for documents to be included.
  - a. Number of Copies:
    - i. Six (6) sets of all drawings, bond copies, bound full size
    - ii. Six (6) copies of printed materials and specifications, three hole punched and bound.
    - iii. One (1) each of furniture and finishes color and materials presentation boards
    - iv. Access to digital Revit model
    - v. Two (2) sets of PDF’s of drawings, full size and 11x17
    - vi. PDF files of printed materials and specifications.
8. Fifty Percent (50%) Construction Documents (CD) Submittal: See Scope of Work – Section I for documents to be included.

a. Number of Copies:

- i. Six (6) sets of all drawings, bond copies, bound, full size
- ii. Six (6) sets of printed materials and specifications, three hole punched and bound.
- iii. One (1) copy each of updated furniture and finishes color and materials presentation boards, if required.
- iv. Two (2) sets of PDF's of drawings, full size and 11x17
- v. PDF files of printed materials and specifications

9. One-Hundred Percent (100%) Construction Documents (CD) Submittal  
See Scope of Work – Section I for documents to be included.

a. Number of Copies:

- i. One (1) sets of all drawings, bond copies, bound, full size; six (6) sets of all drawings, bond copies, bound, half size.
- ii. Four (4) copies of printed materials and specifications, three hole punched and bound
- iii. Two (2) sets of PDF's of drawings, full size and 11x17
- iv. PDF file of printed materials and specifications

10. Final Construction Document Submittal: These documents shall include:

- a. Permit Construction Documents: Partial permit drawing sets and other supporting documents for "fast tracked" portions of the Work as required for permit submittal.
- b. Final Construction Documents. Submittal shall include:
  - i. One (1) set of all drawings on bond paper, bound, full size wet sealed with original signatures.
  - ii. One (1) copy of specifications, three hole punched, bound in binders with screwed sleeve holders.
  - iii. One electronic copy of final drawings in AutoCAD and Revit formats current edition, of as approved by the Owner.
  - iv. Two (2) sets of PDF's of drawings, full size and 11x17.
  - iv. PDF files of printed materials and specifications

- c. Calculations used to support partial drawing sets and the final Construction Documents for the Owner's records.

11. Construction Submittals: Submittals that are required during construction for portions of the Work are as follows:

- a. Action Submittals: Action submittals require the Owner's review and approval, and shall be available for the Owner's review concurrently with the Design/Build Design Consultants.

- i. Submittals for products, systems, equipment and materials indicated in the final approved Design/Build Construction Documents of partial permit drawing sets.

- ii. Shop Drawings: Prepare Project specific information drawn accurately to scale.

- Preparation: Fully illustrate requirements in the Design/Build Construction Documents.

- Sheet Size: At least 8 1/2 x 11 inches but no larger than 24 x 26 inches.

- iii. Samples: Submit samples for approval of kind, color, pattern and texture. Maintain sets of approved samples at Project site for comparison of these characteristics between submittals and actual component as delivered and installed.

- b. Information Submittals: These submittals are for information and do not require Owner approval.

- i. Submittals are to demonstrate a flow-of-work for the project and to confirm products, systems and equipment being used in the project are in accord with approved Design/Build Contract Documents and will not be reviewed and returned.

- ii. Welding Certificates: Qualify welding procedures and personnel according to American Welding Society (AWS) D1.1, Structural Welding Code – Steel.

- iii. Manufacturer's Instructions and Field Reports

- iv. Maintenance Data

- v. Design Data: Written and graphic information including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions, other performance and design criteria, and a summary of loads. Include load diagrams if applicable. Provide name and version of software used for calculations.

- vi. **Manufacturer Instructions:** Provide published information that documents manufacturer's recommendations, guidelines and procedures for installing or operating products or equipment. Include name of the product along with the name, address and telephone number of the manufacturer.
- v. **Manufacturer's Field Reports:** Provide written documentation of all factory authorized service representative's tests and inspections.
- c. **Construction Photographs:** Submit sets of digital image electronic files. Identify date, location and subject of each photograph.
  - i. **Periodic Construction Photographs:** Upload/make available photos taken each month with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
  - ii. **Final Completion Construction Photographs:** Take photographs after date of Substantial Completion for individual portions of the Work for submission with Project Record Documents.

## **Part 2 Code and Quality Requirements:**

### **G. Code Requirements:**

1. The Design/Builder shall have access to, and be familiar with all codes and requirements that are applicable to the project and shall document compliance as part of each design phase as described in this Scope of Work.
2. The Design/Builder shall meet with authorities having jurisdiction over the project to review the proposed design(s), submit required documents and secure documented approvals of governmental authorities as required to proceed with each phase of design. The Design/Builder shall continually inform the County of the projects status relative to code requirements.
3. Revisions required by the County or other governmental authorities shall be incorporated into the documents with cost estimate adjustments provided for the revisions where scope, quantity and/or unit costs are affected.
4. Fulton County Building Standard Design Guidelines dated October 28, 2011: The design, engineering and specifications shall comply with the requirements of this document.

### **H. Building Permits and Inspection:**

1. Projects included in the Work are located within jurisdictions that include City of Atlanta. The Authority Having Jurisdiction (AHJ) will issue permits and perform the building inspections according to its procedures on each

Project. The Design/Builder shall work with each AHJ as required to provide an approved, code compliant project. The Design/Builder and its Subcontractors shall obtain all required permits from the AJH. The AJH will conduct all inspections that they typically require for commercial construction. The Design/Builder is responsible for requesting all inspections. The Design/Builder shall cooperate and abide by the decisions of the inspector.

**I. Agency Approvals and Permits;**

1. The Design/Builder shall obtain all required agency approvals and permits:

**J. Quality Control Testing and Special Inspections:**

1. The Owner will employ, at its expense, an independent testing firm to conduit all quality control testing and special inspections required in Chapter 17 of the International Building Code (IBC). The Owner may employ, at its expense, an independent firm to conduct full time roof inspection and water testing of the exterior building envelope. Retesting of materials or work because of previously identified deficiencies will be at the Design/Builder's expense. Tests, inspections and related actions do not limit the Design/Builder's other quality assurance and quality control procedures that facilitate compliance with the Design/Build Contract Documents.
  - a. Design/Builder's Associated Services: Cooperate with agencies performing required tests, inspections and similar quality assurance services and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel.
  - b. Testing Agency Responsibilities: Submit a certified written report of each test, inspection and similar quality assurance services to Owner's Representative with a copy to the Design/Builder. Interpret tests and inspections and state in each report whether tested and inspected work complies with of or deviates from the Design/Build Contract Documents.
  - c. Testing and inspections requested by the Design/Builder and not required by the codes, the AHJ, or the RFP documents are the Design/Builder's responsibility.

**K. Quality Assurance and Control:**

1. General: The Design/Build Construction Documents and Specifications shall include specific quality assurance and quality control requirements for individual construction activities as required by codes and jurisdiction having authority and as indicated in the Request for Proposal (RFP) or the Program Guide Manual (Manual). Requirements may also cover production of standard products.

2. Definitions:

- a. Quality Assurance Services: Activity, actions and procedures performed before and during execution of the Work to guard against defects and deficiencies and to substantiate that proposed construction will comply with requirements.
- b. Quality Control Services: Tests, inspections, procedures and related actions during and after execution of the Work to evaluate that the actual products incorporated into the Work comply with requirements.
- c. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- d. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project, being familiar with special requirements indicated, and having complied with requirements of authorities having jurisdiction.

3. Conflicting Requirements:

- a. General: If compliance with two or more standards is indicated and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
- b. Minimum Quantity or Quality Levels: The quantity or quality level required or indicated shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.

4. Submittals: Submit copies of permits, licenses, certifications, inspection reports and similar documents established for compliance with standards and regulations bearing on performance of the Work.

5. Quality Assurance:

- a. Installer Qualifications: A firm or individual experienced in installing, erecting or assembling work similar in material, design and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- b. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in service performance as well as sufficient production capacity to produce required units.
- c. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in Georgia and who is experienced in providing engineering services of the kind indicated.

**L. Design/Builder Quality Control:**

1. Design/Builder shall either employ personnel or engage a Quality Control Agency experienced in performing quality control services with a background in construction practices and broad knowledge of construction methods. Quality Control personnel or agency shall not report directly to, or work under supervision of the on site Design/Builder staff. Submit qualifications for Owner approval. Unless otherwise indicated, provide quality control services specified in RFP documents, Design/Build Construction Documents and those required by the AHJ's.
2. **Construction Supervision:** The Design/Builder shall assign a single person as Superintendent during the Construction Phase of each Project. The Superintendent shall be on site at all times when Work is being performed.
3. **Field Engineering:**
  - a. Employ a land surveyor or civil engineer registered in Georgia to locate reference datum, to locate the building and to protect survey control and reference points.
  - b. Establish elevations, lines and levels of the Work that conform to the Contract Documents.
  - c. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.
4. **Mock Ups:** Design/Builder shall provide exterior and interior mock-ups at each Project for Design/Build Design Consultant and Owner to review and approve.
  - a. **General:** Building Mock-Ups are to demonstrate that materials and systems forming the exterior shell and interior finishes of each Project meet or exceed performance requirements specified in the Construction Documents and that the craftsmanship of material construction and installation are of the highest quality to produce lasting quality and low maintenance.
    - i. Submit design and shop drawings for fabrication and installation prior to construction of building mock-up. Include site location

drawing showing Building Mock-Up on site plan, elevations and wall sections showing complete system with structural requirements.

- ii. Comply with the technical specifications section for each material included in Building Mock-Ups and for administration and coordination requirements specified. Personnel constructing the mock-up assemblies shall be the same as working the projects.
  - iii. Defective materials and workmanship will be revised until correct workmanship and quality are achieved.
  - iv. Mock-up is to demonstrate successful integration of materials and systems and to meet the technical and aesthetic intent of the documents. Materials and systems that fail to contribute to the formation of a water and air-tight exterior shell or that will show excessive stress, weathering, discoloration or other weaknesses shall be re-evaluated for use in Project.
  - v. Mock—up Size and Configuration: As indicated by the Owner
  - vi. Location: On site at locations selected by Design/Builder with approval from the Owner.
  - vii. Mock-ups shall remain available for inspection throughout construction period. Exterior Mock-up may not remain as part of the Work and shall be removed when directed or at project completion. Interior Mock-ups may remain as part of the work, if accepted by the Owner.
- b. Exterior mock-ups: Exterior mock-up(s) shall include all significant materials present in the building envelope. Including all exterior wall finish and substrate materials, roof finish and substrate materials, windows, doors, flashings and moisture and air barrier materials. Mock-up(s) shall be constructed free standing, at a smaller scale, and as shown on the approved drawings. The mock-up shall duplicate the Design/Builder's planned construction methods and techniques, shall be complete in all respects and available for water testing by the Owner.
  - c. Interior Mock-ups: Interior mock-ups shall include all significant finish materials and substrates and shall illustrate how primary transitions between these materials are handled. The Mock-up should also demonstrate the quality of the finish and workmanship to be utilized to achieve the desired results.
5. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at each Project site. List of trades on site, number of workman for each trade, specific tasks the workman for each trade performed, date, general weather conditions, start

and finish of each significant activity. Provide copy of reports to Owner's Representative the next day.

6. Deficiencies Log: Design/Builder shall maintain a log of deficiencies discovered on the Project and corrective measures taken. Deficiencies log shall be updated and reviewed at progress meetings.

**M. Repair and Protection:**

1. General: Upon completion of testing, inspecting, sample taking and similar services, repair damaged construction and restore substrates and finishes.
  - a. Provide materials and comply with installation requirements in Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
  - b. Comply with the Contract Document requirements for Design/Builder's specifications regarding "Cutting and Patching."
2. Protect construction exposed by or for quality control service activities.
3. Repair and protection are the Design/Builder's responsibility regardless of the assignment of responsibility for quality control services.

**N. Watertight / Weathertight:**

1. Content of the RFP and the Design/Build Contract Documents notwithstanding, the Design/Builder shall provide a watertight and weather tight project.

**Part 3 Temporary Facilities:**

**O. Temporary Facilities:**

1. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. All temporary facilities to be coordinated with the Building Landlord.
  - a. Prohibit smoking in construction area.
  - b. Supervise welding operations, combustion-type temporary heating units and other sources of fire ignition in accordance with the requirements of the AHJ.
2. Operation, Termination and Removal:
  - a. Maintain temporary facilities in good operating condition until removal. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-

hour basis where required for installation of finish materials and Work to obtain desired results and to avoid possibility damage.

- b. Termination and Removal: Remove each temporary facility when the need for its service has ended, when it has been replaced by an approved permanent facility or no later than Substantial Completion.
  - i. Materials and facilities that constitute temporary facilities are property of the Design/Builder.
  - ii. Remove temporary paving not intended for or acceptable for integration into permanent paving.
  - iii. Final Cleaning: see Part 4-Project Closeout

**P. Temporary Utilities:**

1. Use Charges: The Design/Builder shall provide and pay for the temporary utilities required for execution of the contract through Substantial Completion including the facilities listed below. Allow other entities to use temporary services and facilities without cost. Coordinate installation and disruption in utility service with the utility and Owner's Representative and the Building Landlord. After Substantial Completion is achieved the utilities shall be transferred to the Owner.
  - a. Temporary Power: Provide temporary power as required for construction operations and inspections.
  - b. Temporary Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections and traffic conditions.
  - c. Temporary Heating, Ventilation and Cooling: Provide temporary heating, ventilation and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity.
  - d. Temporary Water: Meter and pay water service use charges for water used by all entities for duration of construction.
  - e. Temporary/Portable Toilet Facilities: Provide temporary/portable toilet facilities for construction personnel, including sewer service.
  - f. Drinking water for construction personnel.
  - g. Voice/Data Service: Provide and pay for voice and data services capable of telephone, fax and high speed data at a minimum rate of one T-1 circuit.

- i. Provide computer and e-mail accounts for use by the Design/Builder during construction.
  - ii. Provide Superintendent with cellular telephone or portable two-way radio for use when away from field office.
2. Use of Permanent Facilities: The Design/Builder shall be responsible for operation, maintenance and protection of each permanent service during its use as a construction facility before Owner's and Building landlords acceptance.

**Q Construction Facilities:**

1. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip office as follows:
  - a. Furniture required for Project site documents including file cabinets, plan tables, plan racks and bookcases.
  - b. Conference room of sufficient size to accommodate meetings of twelve (12) individuals minimum. Provide electrical power service and duplex receptacles with not less than one (1) receptacle on each wall. Furnish room with conference table, chairs, and 4' x 6' tack board.
  - c. Drinking water and private toilet
  - d. Coffee machine and supplies
  - e. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 degrees F (20 to 22 degrees C).
  - f. Lighting fixtures capable of maintaining average illumination of 20 foot candles at desk height.
  - g. Wired data and power connections of sufficient quantity for use by Design/Builder, Design/Builder's Design Consultants and the Owner, supporting electronic communication service indicated.
  - h. Project computers should be capable of supporting the most current software versions of Microsoft Office, Adobe Acrobat, AutoCAD and Revit.
  - i. Combination printer/copier linked to computer network.
  - j. Provide one (1) separate Owner's Representative office, furnished with one (1) desk, one (1) lay-out table, two (2) chairs, one (1) filing cabinet, one (1) data connection and one (1) dedicated High Speed Internet access line.
2. Storage and Fabrication Sheds: At the Design/Builder's option it may provide sheds sized, furnished and equipped to accommodate materials

and equipment for construction operations. Store combustible materials apart from the building. Coordinate with Building Landlord.

**R. Temporary Controls:**

1. Security and Safety Procedures: The Design/Builder shall establish security and safety procedures for each Project. This shall be coordinated with the County and Building Landlord.
2. Protection of Services: Repair, replace and maintain in service any existing utilities, facilities or services that have been damaged or otherwise rendered inoperative during the performance of the Work. The Owner's Representative shall approve the methods of repair, except during and emergency situation.
3. Progress Cleaning: Design/Builder shall maintain a neat and orderly site, free of materials, debris and rubbish at each Project throughout the construction period. Conduct cleaning and waste removal operations to comply with local laws, ordinances and regulations. Perform clean-ups daily or when so ordered by the Owner's Representative.
  - a. Flammable, toxic and caustic materials are to be used safely and removed from the site prior to occupancy.

**S. Temporary Site Access and Parking:**

1. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated in RFP. Provide temporary parking areas for construction personnel. This shall only occur with permission of the Building Landlord.
2. Traffic Controls: Comply with requirements of AHJ. Protect existing site improvements to remain including curbs, pavements and utilities. Maintain access for firefighting equipment and access to fire hydrants.

**T. Temporary Barriers and Enclosures:**

1. Temporary Perimeter Fencing: At Design/Builder's or Building Landlords option, it may provide temporary fencing of the site a portion thereof.
2. Site Security: The Design/Builder shall be responsible for maintaining security of the construction site sufficient to maintain a secure environment for construction activities. Provide temporary construction barricades and construction fencing to prevent unauthorized entry, vandalism and theft within the construction areas and to protect adjacent areas open to the public.
3. Barricades, Warning Signs and Lights: Comply with requirements of AHJ for erecting structurally adequate barricades including warning signs and lighting.

4. Temporary Enclosures: Provide temporary enclosures for protection of construction in progress and completed from exposure, foul weather, other construction operations and similar activities. Provide temporary weather tight enclosure(s) for building exterior.

**U. Construction Waste Management:**

1. The Design/Builder shall be responsible for, and shall bear the cost of, disposal of all construction debris.

**V. Protection and Restoration of Property:**

1. The Design/Builder shall protect private or public property on or in the vicinity of the Work site.
2. The Design/Builder shall call a locator service for location of utilities. Utilities shall be protected from damage resulting from the Work. All costs required to protect public or private utilities shall be provided at the Design/Builder's expense.
3. If the Design/Builder damages, destroys or interferes with the use of such property, the Design/Builder shall restore it to the original condition.

**Part 4 Project Closeout:**

**W. Substantial and Final Completion:**

1. Preliminary Procedures for Substantial Completion:
  - a. Prepare a list of incomplete items (exception list).
  - b. Submit to Owner warranties, workmanship bonds, maintenance service agreements, final certifications and similar documents.
  - c. Obtain and submit releases permitting Owner unrestricted use of the Work, including certificates of occupancy, release(s) of liens, operating certificates and similar.
  - d. Prepare and submit Project Record Documents, draft operations and maintenance (O&M) manuals, and similar record information for review and approval.
  - e. Deliver tools, spare parts and extra materials to location designated by the Owner.
  - f. Make final changeover of permanent locks and deliver keys to the Owner.
  - g. Complete startup testing of systems including fire alarm systems.
  - h. Submit test/balance reports for approval
  - i. Complete operation, adjustment and maintenance training as outlined in the Specifications and herein.

2. Substantial Completion: When the Design/Builder considers each Project substantially complete and upon completion of requirements listed in Preliminary Procedures above, he shall submit the exceptions list for the Owner's review and notify the Owner in writing. When the Owner concurs that the work is substantially complete they will make an inspection and have the Design/Builder issue a Certificate of Substantial Completion and a list of outstanding or incomplete Work (Punch List). The Design/Builder shall have 30 days to complete the Work on the Punch List.
3. Final Completion: When the Design/Builder has completed the Work on the Punch List, the Owner will re-inspect the Work. When the Owner concurs that all Work on a Project is complete, the Project will be deemed to be finally complete. When the last Project has achieved Final Completion, the Work will have achieved Final Completion. Before requesting re-inspection for determining date of Final Completion on Each Project:
  - a. Submit a final Application for Payment
  - b. Submit final O&M manuals

**X. Closeout Submittals – Maintenance Manuals:**

1. Initial Submittal: Submit two (2) hard copies of each manual. Include a complete operation and maintenance directory. The Owner will return one (1) original copy of the draft, marked with review comments.
2. Final Submittal: Submit four (4) hard copies together with (4) flash drives or other form of electronic copy of each manual in final form.
3. Organization: Unless otherwise indicated, organize each manual into a separate section for system and subsystem, and for each piece of equipment. Each manual shall contain the following materials, in the order listed:
  - a. Title Page, include the Design/Builder's point of contact information for warranty work.
  - b. Table of Contents
  - c. Manual Contents
4. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume.
5. Manual Components: Organize into sets of manageable size. Arrange contents by specification division and section. If possible, assemble instructions for subsystems, equipment and components of one system into a single binder.
  - a. Binders: Heavy-duty, 3-ring, vinyl covered, loose leaf binders, in thickness necessary to accommodate contents, sized to hold 8-

1/2 by 11 inch paper, with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets. Provide heavy-paper dividers with plastic-covered tabs for each section.

- b. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
6. Content: For each system, subsystem and piece of equipment, list name, address and telephone number of installer or supplier and maintenance service agent. Include source information, manufacturer's maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts and warranty information.
7. Product Information: Include the following as applicable.
  - a. Product name and model number. Include equipment tag or other identification of the equipment.
  - b. Manufacturer's name
  - c. Reordering information and special instructions.
8. Manufacturer's Maintenance Documentation and Procedures: Include the following information for each component part or piece of equipment:
  - a. Standard printed maintenance instructions and bulletins.
  - b. Drawings, diagrams and instructions required for maintenance including disassembly and component removal, replacement and assembly.
  - c. Identification and nomenclature of parts and components
  - d. List of items recommended to be stocked as spare parts
9. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - a. Routine maintenance, test and inspection instructions
  - b. Troubleshooting guide
  - c. Precautions against improper maintenance
  - d. Disassembly, component removal, repair, replacement and reassembly instructions
  - e. Aligning, adjusting and checking instructions
  - f. Demonstration and training DVD
10. Maintenance Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment and separate

schedules for preventive and routine maintenance and service with standard time elements.

- a. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual and annual frequencies.
  - b. Maintenance and Service Records: Include manufacturer's forms for recording maintenance.
11. Spare Parts List and Source Information: Include lists of replacement and repair parts with parts identified and cross-referenced to manufacturer's maintenance documentation and local sources of maintenance materials and related services.
  12. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
  13. Submittals – Include copies of all approved submittals from the project.
  14. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties of bonds.
    - a. Include procedures to follow and required notifications for warranty claims.
  15. Drawings: Include drawings supplementing manufacturer's printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with the information contained in Record Drawings to ensure correct illustration of completed installation.

**Y. Closeout Submittals – Project Record Documents:**

1. Record Drawings: Submit to the Owner one (1) set, on bond paper, bond, record Drawings, plus one (1) CD-R containing electronic Revit and AutoCAD drawing files of same, annotate all contract modifications.
  - a. Format: Revit and AutoCAD 2016 (or most current) operating in Microsoft Windows system.
  - b. Incorporate addenda, changes made during construction issued as revised drawings or supplemental sketches.
  - c. Identify and date each Record Drawing, include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - d. Record Revit and AutoCAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file, plot style file and legend for layers.

2. Record Specifications: Submit to the Owner two (2) paper copies and one (1) CD-R containing electronic files of the Project Manual. Include Specifications and addenda. Annotate all contract modifications.
3. Record Prints: During Construction maintain one (1) set of black-line white prints, with color mark-ups of the Contract Drawings and Shop Drawings. Mark record prints to show the actual installation where installation varies from that shown originally. Require individual of entity who obtained record data, whether individual or entity is the installer, subcontractor or similar entity, to prepare the mark-up Record Prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Record data as soon as possible after obtaining it. Record and check the mark-up before enclosing installations.
  - c. The Owner's Representative may check for completeness of record documents at any time as condition of acceptance of Pay Application.
  - d. Note Construction Change Directive numbers, alternate numbers, Change Order numbers and similar identification, where applicable.

**Z. Final Cleaning:**

1. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - a. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project.
    - i. Clean Project site, yard and grounds, sweep paved areas broom clean
    - ii. Remove tools, construction equipment, machinery and surplus material; field office
    - iii. Clean exposed exterior and interior hard-surfaced finishes to a dirt free condition, free of stains and foreign substances
    - iv. Remove debris and surface dust from roofs, plenums, shafts, trenches and similar spaces
    - v. Sweep concrete floors clean
    - vi. Clean transparent materials including mirrors and glass in doors and windows

- vii. Remove labels that are not permanent. Do not remove or paint over "UL" and similar labels including mechanical and electrical nameplates.
  - viii. Replace disposable air filters and clean permanent air filters. Clean ducts, blowers and coils if units were operated during construction.
  - ix. Clean light fixtures, lamps, globes and reflectors to function with full efficiency. Replace burned –out bulbs and those noticeably dimmed by hours of use.
- b. Remove waste materials from Project site and dispose of lawfully

AA. Training:

1. Instruction Program: Develop an instruction program that includes training for each system, subsystem and piece of equipment as required by individual Specification Sections. Include the following:
  - a. Basis of System Design, Operational Requirements and Criteria
  - b. Emergencies including warnings, trouble indications and error messages
  - c. Startup, routine operations, inspection and maintenance, shutdown procedures
  - d. Adjustments, troubleshooting, diagnosis and repair
2. Instruction: Engage qualified instructors to provide instruction and training. Provide instruction at mutually agreed on times. Provide training video on high-quality color electronic format on a thumb drive.

**00700-93 RELATIONSHIP OF PARTIES**

- A. DESIGN/BUILDER accepts the relationship of trust and confidence established by this Agreement. DESIGN/BUILDER covenants with Owner to cooperate with Design Professional Team; to utilize DESIGN/BUILDER's best skill, efforts, and judgment in furthering the interest of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of the Owner. Further, the DESIGN/BUILDER acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of library facilities and (ii) that such representation is a material inducement to Owner to enter into this Agreement.
- B. Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Change Orders, Construction Change Directive or amendments to the Contract/Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, Owner's designee, Fulton County, County, County's

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staff, County's designee (to the extent such designee has been expressly authorized by Owner in writing, unless otherwise stated herein.

**00700-94 CONTRACT AMOUNT**

In consideration of the full and faithful performance by the DESIGN/BUILDER of the covenants in the Contract/Agreement, Owner agrees to pay, or cause to be paid, to DESIGN/BUILDER the following amounts (herein "Contract Amount"), in accordance with the terms of this Contract/Agreement:

- A. Pre-Construction Services. For all Pre-Construction Phase Services, including but not limited to, providing value engineering services, reviewing design phase documents for constructability, assisting and meeting with Design Professionals during the various design phases, Review Reports, Site Logistic and Material Handling Plans, Phased Construction Planning and Recommendation reports, developing and maintaining schedule, preparing cost estimates, Community Meetings, Fulton County Library Staff Meetings, printing, office supplies, transportation, and Owner Transition Team Meetings, DESIGN/BUILDER shall receive a fixed amount for pre-construction services as approved by the County, as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of DESIGN/BUILDER's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the GMP Amendment is executed for the entire Work, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate this Contract as provided in Section 00700-94, B hereafter, whichever occurs first.
- B. Construction Phase. With respect to the Construction Phase Services to be provided by DESIGN/BUILDER hereunder, Owner shall reimburse DESIGN/BUILDER for the Cost of the Work (as that term is defined hereafter), and pay DESIGN/BUILDER a fixed Construction Management Fee for Cost of the Work. The Construction Management Fee shall be the DESIGN/BUILDER's total compensation for all overhead not reimbursable as Cost of the Work under Section 00700-95, as well as DESIGN/BUILDER's total profit for Construction Phase Services. DESIGN/BUILDER agrees to provide Owner with a guaranteed maximum price (GMP) proposal for the total sum of the Construction Management Fee plus the Cost of the Work within seven (7) calendar days after the issuance of 50% complete Construction Documents. The GMP proposal shall be based upon the previous cost estimates provided by DESIGN/BUILDER as required hereunder. Further, the GMP proposal shall be broken down into categories and level of detail required by Owner. DESIGN/BUILDER agrees that all of its books, records, files, quotes and reports with respect to its development of the GMP proposal shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and DESIGN/BUILDER and shall be set forth in the GMP Amendment – the form for the GMP Amendment is attached hereto in Volume 3 of the Request for Proposal. DESIGN/BUILDER shall provide a detailed breakdown acceptable to Owner of this GMP price proposal as well as for GMP. For each line item in the GMP, DESIGN/BUILDER shall develop and maintain a written report which identifies and explains all variances and deviations from the bid amount originally

submitted for that line item, to the final line item price incorporated into the GMP – DESIGN/BUILDER shall submit with a minimum of three (3) quotes of qualified subcontractors for each line item and their recommendation on trade contractor to utilize, Owner shall review and comment on decision of trade contractor to use recommended by DESIGN/BUILDER. DESIGN/BUILDER guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event the DESIGN/BUILDER and Owner fail to reach an agreement on the GMP, Owner may elect to terminate this Contract/Agreement. In the event of any such termination, DESIGN/BUILDER shall be entitled to receive that portion of the Contract/Agreement Amount attributable to the Pre-Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but DESIGN/BUILDER shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

#### **00700-95 COST OF THE WORK**

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

i. Labor Costs.

1. Wages of construction workers directly employed by DESIGN/BUILDER to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.
2. Wages or a salary of DESIGN/BUILDER's supervisory and administrative personnel who are stationed at the Project site with Owner's written agreement.
3. Wages and salaries of DESIGN/BUILDER's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.i.2 above.
4. The parties hereby establish the fixed mark-up rate of thirty-five percent (35%) for all labor burden, including all taxes, insurance (except workers compensation and general liability), contributions, assessments and benefits

required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.i.1 through A.i.3, above.

ii. Subcontract Costs.

1. Payments made by DESIGN/BUILDER to subcontractors in accordance with the requirements of the applicable written subcontracts.

iii. Cost of Materials and Equipment Incorporated into the Completed Construction.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
2. Costs of materials described in subsection A.iii.1 above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owners' option, shall be sold by DESIGN/BUILDER; amounts realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

iv. Cost of other Materials and Equipment, Temporary Facilities and Related Items.

1. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture, and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by DESIGN/BUILDER at the project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by DESIGN/BUILDER.
2. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the DESIGN/BUILDER at the project site, whether rented from DESIGN/BUILDER or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from DESIGN/BUILDER or others, shall be subject to Owner's prior written approval.

3. Cost of removal and proper disposal of debris from the Project site.
4. Costs of telegrams, long distance telephone calls, postage, internet and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses (with Owner's prior written approval) of the Project site office.
5. The portion of reasonable travel and sustenance expenses of DESIGN/BUILDER's personnel, assigned to the Project site, incurred while traveling outside of Fulton County, Georgia in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner.

v. Miscellaneous Costs

1. That portion of any separate premiums for (i) bonds directly attributable to this Contract/Agreement and (ii) any additional insurance coverage's which are purchased by the DESIGN/BUILDER, with Owner's prior written approval, beyond the level of coverage specified herein.
2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which DESIGN/BUILDER is liable.
3. Fees and assessments for the building permit and for other permits, licenses, inspections for which DESIGN/BUILDER is required by the Contract Documents to pay.
4. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of the Contract/Agreement.
5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.
6. Deposits lost for causes other than the DESIGN/BUILDER's fault or negligence.
7. Legal, mediation and arbitration costs, other than those arising from disputes between Owner and DESIGN/BUILDER, reasonably incurred by DESIGN/BUILDER in the performance of the Work and with Owner's prior consent, said consent to be given or denied in Owner's sole discretion.
8. Costs reasonably incurred in repairing or correcting damage or nonconforming Work executed by DESIGN/BUILDER, or its subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by (i) the negligence or failure to fulfill a specific responsibility of DESIGN/BUILDER to Owner set forth in

the Contract Documents, or (ii) DESIGN/BUILDER's foremen, engineers, superintendents or other supervisory, administrative or managerial personnel, or (iii) the failure of DESIGN/BUILDER's personnel to supervise adequately those portions of the Work to be performed by DESIGN/BUILDER's subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by DESIGN/BUILDER from (i) insurance or bonds, (ii) any of the subcontractors or suppliers, or (iii) some other appropriate source.

vi. Other Costs

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

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

- i. Salaries and other compensation of DESIGN/BUILDER's personnel stationed at DESIGN/BUILDER's principal office or offices other than the Project site office.
- ii. Expenses of DESIGN/BUILDER's principal office and offices other than the Project site office.
- iii. Overhead and general expenses, except as may be expressly included in subsection A above.
- iv. DESIGN/BUILDER's capital expenses, including interest on DESIGN/BUILDER's capital employed for the Work.
- v. Rental costs of machinery and equipment, except as specifically provided in subsection A.iv.2 above.
- vi. Except as expressly provided in subsection A.v.8 above, costs due to the fault or negligence of DESIGN/BUILDER, subcontractors, anyone directly or indirectly employed by any of them, or for those acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to the property not forming part of the Work.
- vii. Any costs not specifically and expressly described in subsection A above.
- viii. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. Discounts, Rebates and Refunds

- i. Cash discounts obtained on payments made by DESIGN/BUILDER shall accrue to Owner if (i) before making payment, DESIGN/BUILDER included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with DESIGN/BUILDER with which to

make payments; otherwise cash discounts shall accrue to DESIGN/BUILDER. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to Owner, and DESIGN/BUILDER shall make provisions so that they can be secured.

- ii. Amounts which accrued to the Owner in accordance with the provisions of subsection C, i above shall be credited to the Owner as a deduction from the Cost of Work.
- iii. Any savings realized from the construction of project shall be credited to the Owner as a deduction from the Cost of Work.

### **00700-96 CONTRACT TIME AND LIQUIDATED DAMAGES**

- a) Time is of the essence in the performance of the Work under this Contract. The "Pre-Construction Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. DESIGN/BUILDER shall commence Pre-Construction Phase Services portion of the Work within five (5) calendar days after the Pre-Construction Phase Commencement date. Any work performed by the DESIGN/BUILDER prior to the Pre-Construction Phase Commencement Date shall be at the sole risk of the DESIGN/BUILDER. The "Construction Phase Commencement Date" shall be established in the GMP amendment and a separate Notice to Proceed. DESIGN/BUILDER shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph 2 below.
- b) Subject to the other provisions of the Agreement Documents, DESIGN/BUILDER shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Critical Path Method (CPM) Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, DESIGN/BUILDER agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress:
  - (1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work;

- (2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the County, the delay and backlog of Work;
  - (3) Reschedule activities as necessary to eliminate in the judgment of the County the delay and backlog of Work; and
  - (4) Any other measure required by the schedule requirements of the Special Conditions.
- c) In addition, the County may require DESIGN/BUILDER to submit a proposed revised CPM Schedule Recovery Plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the County finds the proposed plan not acceptable, the County may require Contractor to submit a new and/or revised plan with direction and other input from the County and Engineer.
- d) Because the Work is to be completed in two phases (pre-construction and construction phases), the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, DESIGN/BUILDER agrees to provide the Pre-Construction Phase Services in accordance with the design schedule established pursuant to the terms of the Design Agreement. With respect to the Construction Phase Services, the GMP Amendment shall include the date that the portion of the Work associated with the Construction Phase Services must be substantially completed by DESIGN/BUILDER. The Substantial Completion date shall establish in terms of calendar days after the Construction Phase Commencement Date. In the event the DESIGN/BUILDER and Owner fail to reach an agreement on the Contract Time and the Substantial Completion Date, Owner may elect to terminate this Contract/Agreement. In the event of such termination, DESIGN/BUILDER shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but DESIGN/BUILDER shall not be entitled to any further or additional compensation from Owner, including but not limited to damages, lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 30 calendar days after the Substantial Completion date, or within 30 calendar days after DESIGN/BUILDER's receipt of the punch list, whichever date occurs last.

- e) It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions. Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Owner or Owners Agent, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work:  
\$500.00/day

For Each day of delay in Final completion of the entire Work: \$500.00/ day

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

- a) If the CPM Schedule projects any untimely completion with unexcused delay and the County in good faith believes that retainage will be insufficient to cover the County's damages, Contractor agrees that the County may withhold additional funds to assure the payment of the liquidated damages owed by Contractor.
- b) When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or a Sunday or on a day made a legal holiday by the laws of Georgia, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.
- c) The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the County as a result of the failure on the part of Contractor to complete the Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages

owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

- d) The liquidated damages do not have a cap.

#### **00700-97 OTHER WORK**

1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility contractors or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to DESIGN/BUILDER prior to starting any such other work. If DESIGN/BUILDER believes that such performance will involve additional expense to DESIGN/BUILDER or require additional time, DESIGN/BUILDER shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of other work. If DESIGN/BUILDER fails to send the above required seven (7) days' calendar notice, DESIGN/BUILDER will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.
2. DESIGN/BUILDER shall afford each utility owner and other contractor who is party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. DESIGN/BUILDER shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. DESIGN/BUILDER shall be responsible for all damage to the work of others caused by the performance of its Work. Further, DESIGN/BUILDER shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.
3. If any part of DESIGN/BUILDER's work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), DESIGN/BUILDER shall inspect and promptly report to Design Professional and Owner in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within ten (10) calendar days of the time the DESIGN/BUILDER first became aware of the delay, defect or deficiency or by the scheduled commencement of DESIGN/BUILDER's dependent Work, whichever occurs first. DESIGN/BUILDER's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with DESIGN/BUILDER's Work.

#### **00700-98 INSURANCE**

Please refer to Section 7, Insurance and Risk Management Provisions of the RFP.

**00700-99 WAIVER OF SUBROGATION**

1. Waiver of Subrogation in favor of Fulton County Government.

**00700-100 COMPLETION**

1. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, DESIGN/BUILDER shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion. Said written notice from DESIGN/BUILDER shall include a proposed punch list of all items of Work to be completed or corrected by DESIGN/BUILDER. Within a reasonable time thereafter, Owner, DESIGN/BUILDER and Design Professional shall make and inspection of the Work to determine the status of completion. If Owner and Design Professional do not consider the Work substantially complete, Design Professional shall notify DESIGN/BUILDER in writing giving the reasons there for. In such case, DESIGN/BUILDER shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to DESIGN/BUILDER a Certificate of Substantial Completion for the entire Work is actually achieved by DESIGN/BUILDER and include a final punch list of items (AE Team, Owner and Program Manager punch lists) to be completed or corrected by DESIGN/BUILDER before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to DESIGN/BUILDER within seven (7) calendar days after DESIGN/BUILDER has achieved Substantial Completion. DESIGN/BUILDER acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the DESIGN/BUILDER to complete all the Work required under this Contract/Agreement and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phase project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude DESIGN/BUILDER from the Work and Project site (or designated portion thereof) after date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow DESIGN/BUILDER reasonable access to complete or correct items on the final punch list.
2. When DESIGN/BUILDER believes that it has fully performed all of the Work, including all punch list items, DESIGN/BUILDER shall deliver to Owner a written affidavit from DESIGN/BUILDER certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by DESIGN/BUILDER at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner.

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

#### **00700-101 USE OF PREMISES**

1. At all times during the performance of the Work, DESIGN/BUILDER shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents and Building Landlord. DESIGN/BUILDER shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's or Building Landlords interest. DESIGN/BUILDER is responsible for any damage to any such area or to the occupant, Building Landlord or owner thereof, or any areas contiguous thereto, resulting from the performance of the Work.
2. Except as required by the Contract Documents or otherwise required in order form DESIGN/BUILDER to satisfy its safety and security obligations under the Contract Documents, DESIGN/BUILDER shall not erect or install, nor shall it permit any of its subcontractors, suppliers, sub consultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner or Building Landlord, unless such signage has been expressly approved in writing by Owner & Building Landlord, which approval may be withheld by Owner or Building Landlord in its sole discretion.
3. DESIGN/BUILDER acknowledges that Work may be performed at a particular Project Site where Owner simultaneously is conducting and continuing it operations upon the same site. In such event, DESIGN/BUILDER shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.
4. Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to DESIGN/BUILDER the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts DESIGN/BUILDER's cost or time of performance, DESIGN/BUILDER shall be

entitled to an equitable adjustment to the Contract Amount and Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

**00700-102 PROJECT MEETINGS**

1. Prior to the commencement of Work, DESIGN/BUILDER shall attend a preconstruction conference with Owner, Building Landlord and Design Professional and others as appropriate to discuss the Master Project Schedule; site logistics; procedures for handling shop drawings and other submittals; and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, DESIGN/BUILDER shall attend any and all meetings convened by Owner or Design Professional with respect to the project, when directed to do so by Owner or Design Professional. DESIGN/BUILDER shall have its subcontractors and suppliers attend all such meetings (including preconstruction conference) as may be directed by Owner or Design Professional.

**00700-103 AUDITING RIGHTS**

1. DESIGN/BUILDER shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. DESIGN/BUILDER shall require all of its subcontractors to likewise retain all of their Project Records and supporting documentation. Owner, and duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of DESIGN/BUILDER's and any subcontractor's project records and documentation as often as they deem necessary and DESIGN/BUILDER shall cooperate in any audit, inspection, or copying of the documents. These access, inspection, copying and auditing rights shall survive the termination of this Contract.
2. If at any time, Owner conducts such an audit of DESIGN/BUILDER's records and documentation and finds that DESIGN/BUILDER overcharged Owner, DESIGN/BUILDER shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at a rate of 12% annum). If the overcharged amount is equal to or greater than \$10,000.00, DESIGN/BUILDER shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of DESIGN/BUILDER. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing DESIGN/BUILDER with regard to the Project or under any other agreement between DESIGN/BUILDER and Owner. If such amounts owed DESIGN/BUILDER are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then DESIGN/BUILDER hereby acknowledges and agrees that it shall pay such

remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

3. This article (00700-103), including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

#### **00700-104 SUBCONTRACTS**

1. DESIGN/BUILDER shall review the design and shall determine how it desires to divide the sequence of construction activities. DESIGN/BUILDER will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review. DESIGN/BUILDER shall take into consideration such factors as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.
2. A subcontractor is any person or entity who is performing, furnishing, supplying, or providing any portion of the Work pursuant to a contract with DESIGN/BUILDER. DESIGN/BUILDER shall be solely responsible for and have **control over the subcontractors. DESIGN/BUILDER shall negotiate all Change Orders, Construction Change Directive, Field Orders and Request for Proposals**, with all affected subcontracts and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.
3. DESIGN/BUILDER shall submit to Owner, at Owner's request, a copy of all quotes (minimum of three (3)), proposals, etc. received for a particular trade or scope of work along with a comparison of prices compared to budget, narration on completeness of scope and recommendation from DESIGN/BUILDER and reason for selection by DESIGN/BUILDER. DESIGN/BUILDER shall provide Owner with at least 72 hour prior written notice to any scope/cost meetings with prospective subcontractors that DESIGN/BUILDER is planning on conducting and shall allow Owner or Owners designated representative's access to all scope/cost/buyout meetings with prospective subcontractors.
4. Any and all work to be self-performed by DESIGN/BUILDER must be approved in writing by Owner in its sole discretion prior to commencement of such work. DESIGN/BUILDER shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. DESIGN/BUILDER shall not be required to contract with anyone it reasonably objects to. As part of the Project document file to be maintained by DESIGN/BUILDER at the Project site, DESIGN/BUILDER shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between DESIGN/BUILDER and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to DESIGN/BUILDER to the same extent DESIGN/BUILDER is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of

the subcontracts from DESIGN/BUILDER to Owner at the election of Owner upon termination of DESIGN/BUILDER, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's' compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, (7) incorporate all insurance requirements (including the safety manuals referenced therein) into all of its subcontracts. DESIGN/BUILDER shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph 00700-104.4, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract documents. Each subcontractor shall make similar copies of such documents available to its sub-subcontractors.

5. The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g. general concrete forming and placement, masonry, mechanical, plumbing ...) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (Including field superintendent, foreman, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The subcontractor shall include a resume of experience for each employee identified to supervise and schedule its work.
6. Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:
  - a. **LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY**

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

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

The subcontract shall require the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for claim for increase in the subcontract price, damages, losses or additional compensation. Further, DESIGN/BUILDER shall incorporate section 00700-54 in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.
  - b. Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to DESIGN/BUILDER within the time and in the manner in which the DESIGN/BUILDER must submit such

claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

**00700-105 MARKET ANALYSIS AND SOLICITATION OF BIDS**

1. The purpose of this paragraph is to insure the DESIGN/BUILDER makes a genuine effort to stimulate subcontractor interest in the Project and to maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. All bid packages shall be advertised on the Fulton County Bid Board and all bid openings shall be conducted in Fulton County Department of Purchasing and Contract Compliance. DESIGN/BUILDER is responsible for coordinating with Fulton County Purchasing Department for the advertisement and openings of bids as described above.

Finally, DESIGN/BUILDER shall develop in writing subcontract bidding procedures for Owner's review and approval. Once those procedures have been approved by Owner, DESIGN/BUILDER shall not deviate from such procedures without obtaining Owner's written consent.

- a. DESIGN/BUILDER shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work; DESIGN/BUILDER shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor and material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.
  - b. Within thirty (30) days after execution of this Contract, DESIGN/BUILDER shall submit a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, DESIGN/BUILDER shall submit to Owner and Design Professional a list of potential bidders for their review. DESIGN/BUILDER shall be responsible for promoting and encouraging bid competition.
  - c. DESIGN/BUILDER shall carry out an active program of stimulating interest in qualified subcontractors in bidding on the Work and familiarizing those bidders with the requirements of this Project.
2. DESIGN/BUILDER shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities. All such invitations for bids and bid packages shall be submitted to Design Professional, Owner, and Owner's Agent for their review and comment prior to distribution to bidders. All Invitations to bid and all other appropriate bid documents shall be advertised on the Fulton County Bid board. DESIGN/BUILDER shall be responsible for coordination of postings with Fulton County Department of Purchasing and Contract Compliance.

- a. Except as hereafter provided in paragraph 00700-106, 2, e, all subcontractors are to be awarded to the lowest responsive and responsible bidder. See also 00700-105, 3.
- b. All bids received by DESIGN/BUILDER shall be entered into a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner for their review prior to DESIGN/BUILDER awarding the subcontract. See also 00700-105, 3.
- c. As part of its bid preparation, DESIGN/BUILDER shall review the specifications and drawings prepared by the Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, or any other defects in the specifications or in the drawings noted by DESIGN/BUILDER shall be brought to the attention of Owner and Design Professional in written form.
- d. For each subcontract that exceeds \$75,000.00, DESIGN/BUILDER shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre-award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, DESIGN/BUILDER shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue an addendum to the bidding documents to all of the prospective bidders.

**00700-106 CHANGED CONDITIONS**

Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by DESIGN/BUILDER as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then DESIGN/BUILDER shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than ten (10) calendar days after the first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in DESIGN/BUILDER cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents or not of unusual nature or should have been discovered by DESIGN/BUILDER as part of its investigative services, and that no change in the terms of the Contract/Agreement is justified, Owner shall so notify

DESIGN/BUILDER in writing, stating its reasons. Claims by DESIGN/BUILDER in opposition to such determination by Owner must be made within ten (10) calendar days after DESIGN/BUILDER's receipt of Owner's written determination notice. If Owner and DESIGN/BUILDER cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set for in the contract documents shall be complied with by the parties.

**00700-107 SAVINGS**

Savings shall be defined as amount of dollars under GMP of the actual costs of the conclusion of Project (excluding Owner Contingency included within the GMP – Reference GMP Amendment in Volume 3 of RFP, item 2.6). At the completion of the Project, Owner shall conduct a full and complete audit of DESIGN/BUILDER's records, invoices, etc. and shall identify any savings realized in the GMP. All savings identified shall be shared between the Owner and DESIGN/BUILDER in the following percentages of savings: 60% of savings the property of the Owner; 40% of savings the property of the DESIGN/BUILDER.

**00700-108 ESCROW DOCUMENTS**

Scope 00700-108.1:

All Proposers shall submit within ten (10) calendar days after Fulton County receives Proposals, one copy of all documentary information generated in preparation of Proposal prices for this project. This material hereinafter referred to as "Escrow Documents". The Escrow Documents of the successful proposer will be held in escrow for the duration of the Contract.

The successful Proposer agrees, as a condition of award of the Contract, that the Escrow Documents constitute all of the information used in the preparation of their Proposal, and that no other Proposal preparation information shall be considered in resolving disputes.

Nothing in the Escrow Documents shall change or modify the terms or conditions of the Contract Documents.

Ownership 00700-108.2:

The Escrow Documents are, and shall always remain, the property of the Design/Builder, subject only to joint review by the County and the Design/Builder, as provided herein.

The County acknowledges that the Escrow Documents, as defined herein, may constitute trade secrets. This acknowledgement is based on the County's understanding that the information contained in the Escrow Documents may not be known outside the Proposer's business, may be known only to a limited extent and only by a limited number of employees of the Proposer is safeguarded while in Proposers possession, may be extremely valuable to Proposer and could be

extremely valuable to Proposer's competitors by virtue of it reflecting Proposer's contemplated techniques of construction. The County acknowledges that the Proposer may have expended substantial sums of money in developing the information included in the Escrow Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The County further acknowledges that the Escrow Documents and the information contained therein are made available to the County only because such action is an express prerequisite to award of the Contract. The County acknowledges that the Escrow Documents include a compilation of information used in the Proposer's business, intended to give Proposer an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The County agrees to safeguard the Escrow Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

Purpose 00700-108.3:

Escrow Documents will be used to assist in the negotiation of price adjustments, change orders, settlement of disputes, claims and litigation against the County related to the Contract. They will not be used for pre-award evaluation of the Design/Builder's anticipated methods of construction or to assess the Design/Builder's qualifications for performing the work.

Format and Contents 00700-108.4:

Proposers may submit Escrow Documents in their usual cost estimating format. It is not the intention of this specification to cause the Proposer extra work during the preparation of the proposal, but to ensure that the Escrow Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Documents shall be in the language (e.g., English) of the Specifications.

Proposal items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Documents shall include all copies of quotations, memoranda, narratives, and all other information used by the Proposer to arrive at the prices contained in the Proposal. Estimated costs should be broken down into the Proposer's usual estimate categories such as direct labor, hours, indirect costs, vendor/consultant/subcontractor costs as appropriate. The Contractor's allocation of indirect costs, contingencies, mark-up and all other items to each Proposal item should be included.

All costs shall be identified. For scheduled items amounting to less than ten thousand dollars (\$10,000), estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Proposal documents provided by the County should not be included in the Escrow Documents unless needed to comply with the requirements of this specification.

Submittal 00700-108.5:

The Escrow Documents shall be submitted for all Proposals by all Proposers in a sealed container within ten (10) calendar days after the time of receipt of Proposals. The container shall be clearly marked on the outside with the Proposer's name, date of submittal, project name, RFP #, and the words "Escrow Documents".

The Escrow Documents shall be accompanied with an Escrow Documentation Certification, on company letterhead, signed by an individual authorized by the Proposer to execute the Proposal, stating that the material in the Escrow Documentation constitutes all the documentary information used in preparation of the Proposal and that he/she has personally examined the contents of the Escrow Documents container and has found that the documents in the container are complete. Prior to award, Escrow Documents of the apparent successful Proposer will be examined, organized and inventoried by representatives of the County, as defined in 00700-108.7 Examination, together with members of the Design/Builder's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the Escrow Documents are authentic, legible and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract.

If the Contract is not awarded to the apparent successful Proposer, the Escrow Documents of the Proposer next to be considered for award shall be processed as described.

Timely submission of complete Escrow Documents is an essential element of the Proposer's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Documents, at the required time, may be sufficient cause of the County to reject the Proposal.

If the Proposer's proposal is based on subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds five (5%) percent of the total contract price proposed by the Proposer, shall provide separate Escrow Documents to be included with those of the Proposer. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Proponent.

If the Design/Builder wishes to subcontract any portion of the work after award, the County retains the right to require the Design/Builder to submit Escrow Documents from the subcontractor before the subcontract is approved.

Escrow Documents submitted by unsuccessful Proposers will be returned unopened, unless opened as provided above, following award of the Contract.

Storage 00700-108.6:

One full original set of the Escrow Documents will be placed in escrow for the life of the Contract, in the County's secured vault located within the Fulton County Purchasing and Contract Compliance Office, until final close-out and settlement of all disputes. If at any time either party wishes to exercise their right to review the escrowed materials, notice will be given to the other parties.

Examination 00700-108.7:

The Escrow Documents shall be examined by both the County and the Design/Builder, at any time deemed necessary by either the County or the Design/Builder, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes, claims and litigation against the County related to this Contract.

Examination of the Escrow Documents is subject to the following conditions:

- a. As trade secrets, the Escrow Documents are proprietary and confidential.
- b. The County and the Design/Builder shall each designate, in writing to the other party and a minimum of ten (10) days prior to examination, representatives who are authorized to examine Escrow Documents. Said representation shall be employed by the County's Purchasing and Contract Compliance Department. With the consent of both the County and Design/Builder, may examine the Escrow Documents if required to assist in the settlement of a dispute. No other person shall have access to the Escrow Documents.
- c. Access to the Escrow Documents will take place only in the presence of duly designated representatives of both the County and Design/Builder.

Final Disposition 00700-108.8:

The Escrow Documents will be returned to the Design/Builder at such time as the Contract has been completed and final settlement has been achieved.

**00700-109 PHOTOGRAPHIC CONSTRUCTION DOCUMENTATION**

The DESIGN/BUILDER shall be required to provide detailed photographic documentation to meet the following requirements:

1. Construction Progression Photographic Documentation (CPPD). CPPD shall cover the following areas:
  - a. Site – performed on a weekly basis, monitoring existing conditions, site utilities, building pads, trenching, conduit installation, detention ponds, storm and sewer piping, etc. Site CPPD shall be performed starting prior to DESIGN/BUILDER mobilization until substantial completion. This shall be provided to Owner and designated Owner's Representative in an electronic format.

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

All photographs to be date stamped. Within one week of final completion, the Owner shall receive four (4) sets of all CPPD and DCS photographs in electronic format (CD, DVD, thumb drive or external hard drive – in form as directed by Owner).

**00700-110 BUILDING ENVELOPE CONSULTANT SERVICES**

This Section not used.

**00700-111 OWNER CONTROLLED CONTINGENCY**

In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work, but excluding all items that are not to be reimbursable without duplication as a Cost of the Work, an Owner Controlled Contingency will be established in the amount indicated on Exhibit 1 “Cost Proposal Form”. Owner Controlled Contingency funds shall be used to cover costs that arise during construction that are not identified in the Construction Documents. The Design/Builder shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining the Owner’s expressly written authorization in an “Owner Controlled Contingency Authorization Form” (fully executed). The Design/Builder acknowledges and agrees that any work which is to be charged against the contingency that does not receive such prior written approval from the Owner shall be deemed to part of the Design/Builder’s basic Work compensated within the contract amount and not chargeable against the Owner’s Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on contingency expenditures. Further, any contingency expenditures become part of

the Contract Documents and are incorporated by reference herein. Unused contingency remaining at the end of the project will be credited from the contract amount. The Design/Builder has no entitlement to any portion of any unused contingency.

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END OF SECTION

## **EXHIBIT B**

**SPECIAL CONDITIONS  
NOT APPLICABLE**

# **EXHIBIT C**

# **ADDENDA**





#22RFP134545K-BKJ – Design/Build Services for the East Point Library  
June 15, 2022

Page 2

- Update of Section 3.3 Scope of Work
- Update of Section 1, 1.1 – Project Description

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**ADDENDUM NO. 3**

The undersigned Bidder/Proposer acknowledges receipt of all Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No.3, 23<sup>rd</sup> day of June, 2022.

Albion General Contractors, Inc.

\_\_\_\_\_  
Legal Name of Bidder/Proposer

\_\_\_\_\_  
Signature of Authorized Representative

Brian Newsome, CEO

\_\_\_\_\_  
Title

# **EXHIBIT D**

# **BID FORMS**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$1,160,150.00. The detailed costs are provided below:

## COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: Albion General Contractors, Inc.

For:

Submitted on June 23, 2022

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the expansion of the East Point Library for a cost not to exceed:

**One Million One Hundred Sixty Thousand One Hundred and Fifty Dollars (\$1,160,150.00)**, which amount is hereinafter called the Owner's Available Funds.

Construction Costs:

We propose to furnish all design, architecture, engineering and construction services called for by the Proposal Documents for the following lump sum fees:

**Design/Build - Design & Pre-Construction Fees (A):**

TOTAL (A)     \$ 121,104.00

**Design/Build Construction Management Fees (B):**

TOTAL (B)     \$ 92,812.00

**Design/Builder Construction General Conditions (C):**

TOTAL (C)     \$ 136,510.00

SUB-TOTAL     \$ 350,426.00  
(A+B+C)

**Design/Build Construction Costs, Divisions 1-33 (D):**

Total (D):       \$ 690,585.00

**Design Builder Mover Allowance (E):**

Total (E):       \$ 30,000.00

**OWNER CONTROLLED CONTINGENCY (F): \$ 89,139.00**

**GMP AWARD (A+B+C+D+E+F)                               \$ 1,160,150.00**  
**(Not to Exceed Amount)**

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Design-Builder's Fee of 15 percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents, and an Architectural and Engineering Services Fee of 10 percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents.

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda and by examination of the actual site conditions, satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and

their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Proposal Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Proposal Bond in the approved form, in the sum of (\$\_\_\_\_\_)

Not a requirement in the RFP \_\_\_\_\_ Dollars according to the conditions of "Instructions to Proposers" and provisions thereof.

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 design and construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The 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 **548** consecutive calendar days from and including said date.

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

ADDENDUM # 1 DATED 6/7/2022

ADDENDUM # 2 DATED 6/7/2022

ADDENDUM # 3 DATED 6/15/2022

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**PROPOSER:** Albion General Contractors, Inc.

By: 

Brian Newsome *[Name Typed or Printed]*

*[Name Signed]*

Title: CEO

Business Address: 8601 Dunwoody Place

Bldg 300, Ste 330

Sandy Springs, GA 30350

Business Phone: 678-325-5900

Bidder's Contractor License No: GCCO06874 GA, Fulton County

*[State/County]*

License Expiration Date: 06/30/2024

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

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

***Name***

***Address***

Brian Newsome, CEO

8601 Dunwoody Pl, Bldg 300, Ste 330 Sandy Springs, GA 30350

Kimberly Newsome, CFO

8601 Dunwoody Pl, Bldg 300, Ste 330 Sandy Springs, GA 30350

D.J. Schell, President

8601 Dunwoody Pl, Bldg 300, Ste 330 Sandy Springs, GA 30350

**END OF SECTION**

# **EXHIBIT E**

# **BONDS**

## **PAYMENT BOND**

### **INSTRUCTIONS**

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

### PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter "Principal")]

\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one): \_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_

\_\_\_\_\_  
duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

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

remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

## PERFORMANCE BOND

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

### PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [Insert Project Number and Project Name]

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal")]

\_\_\_\_\_  
\_\_\_\_\_

Type of Organization ("X" one): \_\_\_\_\_ Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_

\_\_\_\_\_ duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount]\_\_\_\_\_.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work

progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

**END OF SECTION**

# **EXHIBIT F**

## **SCOPE OF WORK**

## SCOPE OF WORK

The Contractor shall:

1. Provide programming services that includes; meeting with the Fulton County Library System and the library staff. D/B Team shall conduct two community meetings; one at the start of design and another at the end of Schematic Design describing how community comments were incorporated into design.
2. Provide Pre-Construction services throughout the design process providing detailed cost estimates at every design submittal. D/B Team shall also provide a detailed schedule update at each design submittal.
3. Coordinate through design and construction with the County, Library System and Program Manager.
4. Provide a site logistics plan that will be approved by County and Library System. It is the intent of the County and Library System that the library remain open during the expansion. The D/B Team is responsible for all temporary protection/walls/enclosures
5. The D/B Team shall work and coordinate with the County's FF&E, Technology and Wayfinding Consultants (Program Wide Consultants). The County's Program Wide Consultants shall be included in all design meetings of the D/B and their documents included in the D/B design submittals.
6. Provide design submittal packages at 100% Schematic Design; 100% Design Development; 50% Construction Documents (Specifications and Drawings); and 100% Construction Documents. The D/B Team shall include cost estimates, at level of detail approved by County, and an updated CPM schedule at each design submittal. D/B Team shall make adjustments to design submittals based upon comments from the County. It is the County's intent to confirm GMP at the 50% Construction Document Phase and the D/B's responsibility to design and construct the project according to the County's budget.
7. The D/B Team shall be responsible for all permitting and inspection with the authority having jurisdiction.
8. The D/B Team shall be responsible for their vendor outreach and shall make efforts to include MBE, WBE and VBE subcontractors in the project. The D/B Team shall hold a vendor outreach event that is coordinated with Fulton County's Purchasing and Contract Compliance offices.

9. The D/B Team shall turn over all Close-Out documents (O&M Manuals, Warranties, As-Built Documents, attic stock, video copies of training sessions, etc.) within 30 calendar days of the date of substantial completion.
10. The D/B Team shall provide owner training on all systems installed or renovated during the work.
11. Please refer to Exhibit A, General Conditions, 00700-92 Scope of Work for additional detail.

# **EXHIBIT G**

# **EXHIBITS**

# Building Standard Design Guidelines



**FULTON COUNTY**  
**LIBRARY SYSTEM**

**Library Building Program**

**September 28, 2016**

**HEERY / RUSSELL** - *a joint venture*

## **Fulton County Library System Capital Improvement Plan - Phase I Building Standard Design – Table of Contents**

### **1 - Site Improvements**

- Utilities..... 1-1
- Landscape..... 1-1
- Pavement..... 1-2
- Site Furnishings..... 1-4
- Standard Fencing Specifications ..... 1-7

### **2 - Building Envelope**

- Exterior Walls & Floors ..... 2-1
- Roofing..... 2-2
- Insulation ..... 2-5

### **3- Interior Finishes**

- General ..... 3-1
- Flooring ..... 3-2
- Interior Walls ..... 3-4
- Ceilings ..... 3-5
- Cabinets and Counters..... 3-6

### **4- Doors & Windows**

- Doors..... 4-1
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### **5 - Interior Accessories**

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- Fire Extinguishers and Cabinets ..... 5-5
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- Marker / Tack Boards ..... 5-5
- Facility Dedication Plaque..... 5-6
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- General ..... 6-1
- Pipes and Fittings..... 6-2
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**7 - Mechanical**

- General ..... 7-1
- HVAC Equipment ..... 7-2
- Environmental Control Systems..... 7-4
- Identification..... 7-6
- System Start-up ..... 7-7
- Test and Balance..... 7-7

**8 - Electrical**

- Power..... 8-1
- Lighting..... 8-3

**9 - Fire Alarm / Fire Protection Systems**

- Fire Protection..... 9-1
- Fire Alarm ..... 9-2

## **FCLS Building Standard Design Guidelines**

### **PURPOSE OF THE GUIDELINES:**

These design guidelines are for use by design professionals to facilitate design of projects included in the FCLS Library Capital Improvement Program. These guidelines intend to use the knowledge of problems that have occurred on past design, construction and operation of Library and/or County projects in an attempt to avoid such problems. Additionally, these guidelines are meant to define a standard for products and installation based the following priorities:

- Quality of materials and installation
- Ease of maintenance and operation
- Energy Efficiency and Water Conservation
- Safety
- Theft and vandal resistance
- Flexibility for future uses and alterations
- Cost (last but not least)

These design guidelines are not meant to be comprehensive instructions for design. Other essential references for design include the Building Program(s), Applicable Codes, as well as experience of the designers and interaction in the design process. The guidelines are meant to be complementary with other design references. If there is any conflict between the guidelines and the Code or Building Program then the Code or Program shall prevail.

This Capital Improvement Program (CIP) includes “specialty” consultants hired by the County to develop separate standards for Technology, Wayfinding and Furniture/Fixtures & Equipment (FF&E) considering the program as a whole. The process for developing these “specialty” standards will occur during architectural design of these projects as a coordinated effort.

Products and installations provided in the guidelines are to serve as an example of the County’s intent and to define an acceptable level of quality. Equivalent products may be available and may be submitted to the County for approval. The designer must submit documentation clearly verifying the equivalency of the alternate in comparison with the example provided in the guidelines.

Compliance with this guideline is mandatory. Deviations and substitutions will only be approved per the “Substitution Procedures” and “Substitution Request Form (SR)” included in these guidelines following this page.

## **SUBSTITUTION PROCEDURES**

- A. Where the Building Standard Design Guidelines stipulate a particular product, substitutions will be considered up to 10 calendar days before submittal of the GMP.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Design/Builder.
- C. Document each request with complete data substantiating compliance of proposed substitution with the Building Standard Design Guidelines.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedures:
  - 1. Substitution requests should be submitted on the Form provided with this section.
  - 2. Submit one electronic copy of request for substitution for consideration. Limit each request to one proposed substitution.
  - 3. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence. Burdon of proof is on proposer.
  - 4. The Owner will notify the Design/Builder in writing of decision to accept or reject request.

**SUBSTITUTION REQUEST (SR)**

---

PRODUCT: PRE-GMP INQUIRY NO:  
DATE OF INQUIRY:  
TO:  
TELEPHONE: FAX: EMAIL:

---

The Design/Builder hereby requests consideration of the following product in lieu of the specified product(s) listed in the Building Standard Design Guidelines.

A. BUILDING STANDARD DESIGN GUIDELINES REFERENCE:  
(Section Name, Section & Paragraph Number)

B. SPECIFIED PRODUCT: Manufacturer:  
Address:  
Phone:  
Product Description:

C. REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEM:

D. PROPOSED SUBSTITUTION: Manufacturer:  
Address:  
Phone:  
Product Description:

E. The following attachments are transmitted as supplementary information essential to for evaluating the proposed substitution:

1. Effect on Construction Schedule.
2. Itemized Comparison (Proposed Product to Specified Product).
3. Data indicating investigation to determine effect on other work.
4. Manufacturer's literature.
5. Drawings indicating required changes to Contract Documents.
6. Illustrations, Samples, Certificates and Records of Tests related to quality, finish and durability.
7. Evidence of equivalent sources of service and repair.
8. Similar projects on which product was used and date.
9. Preliminary Operation and Maintenance Data.
10. Warranties.
11. Approvals from local governing authorities.

---

SUBMITTED BY: Design/Builder:  
Address:  
City/State/Zip:  
Telephone: Fax:

# 1 - SITE IMPROVEMENTS

## UTILITIES

Separate metered connections are to be provided for the following utilities:

- 1) Domestic Water
- 2) Fire Sprinkler System, including any new fire hydrants
- 3) Irrigation (If required)

Located and configured according to local requirements, near the road. Screen utilities connections and backflow preventers with vegetation or place in vault(s) that are acceptable to the permitting authorities, and the County.

Run all utilities crossing site below grade rather overhead.

See Electrical Section for more information about Electrical Utilities and Site Electrical.

## LANDSCAPE

### **Intent:**

The landscape environment will be designed and installed to create an attractive environment for the users of the facility. The landscape will be coordinated to complement the function of the facility, creating a safe buffer between pedestrian and automobile traffic while allowing visual contact needed to maintain safety and crime prevention through environmental design (CEPTED). Additionally, the landscape will provide places with shade and isolation from wind and noise. The plants will be selected and placed to be low maintenance, non-invasive species that promote the conservation of water.

### **Preferences:**

- Where feasible and to reduce future landscape maintenance, reduce or eliminate organic landscape beds and grass areas and convert beds over to a type of rock mulch: river rock, slate, marble chips etc. Most of the time this will be in beds adjacent to buildings, parking lots, walkways and entrances. All beds that are converted to rock mulch should include requisite landscape/weed fabric to keep rock and dirt from mixing and to eliminate weeds and tree seedlings from sprouting.
- Where feasible and to reduce or eliminate landscape beds and grass areas, the expansion of existing concrete walkways, entrance areas and landings may be necessary. Concrete pavers (PICP) or brick pavers will be considered as an alternative to solid, poured in place concrete. Design and technical specs will be necessary to accomplish this task.
- Specify one (1) year warranty on all contractor installed plant materials, including sod. Also specify that the contractor is to include maintenance of all contractor installed plant materials, including sod, during the one (1) year warranty period.

September 28, 2016

- Utilize tree gators, Ooze tubes etc., where necessary to insure trees live till the end of the one year warranty period, starting from the substantial completion date.
- Reduce the area of site disturbance as much as practical.
- Use Native/Local, readily available species of plants that are drought tolerant and low maintenance. See Georgia Native Plant Society List for reference (available on the web).
- Specify 1 year Installer warranty for replacement of non-viable plant material.
- Avoid placing deciduous plants around the main entrance or mechanical equipment.
- Leave watering bags on trees at least 6 months beyond substantial completion. Remove bags prior to warranty inspection.
- Temporary drip irrigation system is recommended for new plantings. Drawings must indicate irrigation system to be disconnected after 18 months from the date of substantial completion and provide the Contractor with instructions on how to properly disconnect the system.
- Design to minimize need for irrigation.
- Where irrigation is to be required use high-efficiency systems.
- Irrigation system will be locally controlled (onsite).
- Irrigation controller is to be surface mounted just inside the mechanical room.
- Locate rain sensor in full exposure to rain and away from trees or anything that may drop debris (that will clog the sensor).
- The Building foot print is to be pre-treated for termites using chemicals that are in accordance with Georgia Department of Agriculture.
- Consider a Rainwater Catchment System. Locate near raised planting beds where hand watering may be practical.
- Employ a Xeriscaping program; a good reference for Georgia may be found at: <http://www.marex.uga.edu/advisory/Library/CSCPpdfs/Xeriscape.pdf> Reduce lawn area that requires mowing as much as possible.
- Fences, where required, shall be designed and specified in accordance with Fulton County Standard Specifications attached at the end of this section.

## **PAVEMENT**

### **Intent:**

Site paving shall be provided to facilitate pedestrian and vehicular access related to the use and operation of the facility. Bicycle traffic is included with pedestrian circulation. Buses and heavy trucks will be included in vehicular traffic onsite. The design of site pavements will be based on coordinated geotechnical engineering, utilities locations, storm water drainage management, traffic, and owner maintenance considerations. All paving must be designed with positive drainage with no ponding. The basic dimensions and configuration of parking shall be as follows:

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Parking Space Width:	9'-0" (minimum)
Parking Space Length:	18'-0"
Parking Angle:	90 degrees
Drive Aisle:	24'-0" (two-way)
Stripe Width	0'-4"
Stripe Color:	White for general parking. Yellow for no parking, handicapped parking per accessibility code. Red curb at fire lane.
Lighting:	0.5fc minimum on pavement surface

### **Vehicular Paving Preferences:**

- Pavement for vehicular traffic shall be asphaltic concrete in accordance with Georgia Department of Transportation " Standard Specification for the Construction of Roads and Bridges", current edition.
- Pervious or Porous asphalt pavements may be used only where approved by the County.
- Recycled Asphalt Products may be used under conditions specifically approved by the County.
- Curbing is required where pedestrian sidewalk is within 5 feet from the edge of driveway. All curbs are to be concrete, in accordance with GDOT Construction Standards and Details GA-STD 9032B. 6 inch curb with 18 inch gutter is allowed where such section provides adequate drainage volume.
- Wheel stops where required shall be concrete.
- Speed bumps and traffic tables are not preferred.
- Paver systems are strongly discouraged.
- Provide a place for an 80 gallon trash bin, and a separate recycling bin of the same size, located along vehicular pavement near the staff entrance and away from public view. These bins are to be within an enclosure that matches the appearance of the building and prohibits unauthorized dumping. There will be no dumpster located on the library site.
- Site Bollards are to be placed where vehicular traffic is within 3 feet of the building. Standard bollards will be minimum 6 inch diameter hot dipped galvanized steel pipe, painted yellow and filled solid with concrete. Bollards will be 4 foot tall, plumb with building and extend at least 3 feet below the pavement surface in a concrete footing.
- Install standard bollards (as described above) at all book drop locations to protect building from vehicular traffic.
- Install canopy over book drop and staff entrances. Install standard bollards (as described above) and/or headache bar(s) to protect canopies from delivery vehicles. Canopies must be protected or installed higher than box or delivery trucks.
- Bollard may be placed in additional locations where necessary to separate pedestrian and vehicular circulation. Such bollards may be retractable with integral doors, if required by

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location. Such bollards may be designed/manufactured items as approved by the County.

**Pedestrian Paving Preferences:**

- An accessible sidewalk must be provided for handicapped parking, and passenger loading zone to the main entrance and staff entrance in accordance with accessibility (ADA) requirement.
- Sidewalks are to be cast-in-place concrete. Each concrete placement shall be tested to attain a minimum compressive strength of 3000 psi at 28 days.
- Surface is to be a light broom finish. Edges and joints shall be tooled to produce a frame effect.
- Expansion joint fillers are to be installed perpendicular to the run of the sidewalk at intervals equal to twice the width of the sidewalk, and at intersections with other sidewalks. Expansion joint fillers shall be resin impregnated fiberboard.
- Clean and seal joints.
- Do NOT use color concrete admixtures or concrete stains on exterior concrete paving. Paver systems with color concrete are acceptable.

**SITE FURNISHINGS:****Intent:**

The Site furnishings shall be consistent in appearance for all new branches. Equivalent commercially fabricated product shall be available from at least three manufacturers. The finish colors of the site furnishings shall be selected from the manufacturer's standard and must allow for all furnishings to match. Consider products fabricated with recycled material. The standard basis of design for each type of site furnishings shall be as follows:

**Outdoor Bench Preferences:**

Benches are to be backless, approximately 4 to 6 foot long, constructed of steel tubing with spanning plate steel seating surface. All connections are to be shop welded. Finish is to be powder coated. Installation shall be tamper proof bolted through flange on surface of concrete or support embedded in concrete. See example below.

Benches are to be located near the main entrance to the library



**Outdoor Bench example**

**Bicycle Parking Rack Preferences:**

Bicycle parking racks are to be “wave” type with 5 loops (parking for 7 bikes per rack). Rack(s) shall be constructed of minimum 2 inch outside diameter steel pipe with a powder coated finish. The installation is to tamper proof bolted through flange on surface of concrete or support embedded in concrete. See example below. Other designs for bike racks may be acceptable that are sturdy, practical for bike parking, and acceptable to the County.

The quantity of racks shall be sufficient as determined by specific project conditions.

Rack(s) are to be located near the main entrance, but not between the benches and the entrance.



**Bicycle Parking Rack example**

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**Outdoor Trash Receptacle Preferences:**

Trash receptacles are to be fabricated with  $\frac{1}{4}$  inch thick by  $1\frac{1}{2}$ " wide vertical plate steel strips with flared top, welded to tube steel hoops to cover a 30 gallon metal can liner finish to match plate steel. The can liner shall have a nearly flat top cover with a 10 inch diameter hole. The height and clearance around the receptacle shall meet accessibility requirements. The liner should be accessible for maintenance from the top only. Finish of all components will be powder coated polyester. The receptacle shall be bolted to concrete slab. See example product below.

A trash receptacle should be located in an unobtrusive, but convenient location for use while approaching the main entrance.



**Outdoor Trash Receptacle example**

**Fulton County Guide Specification****ORNAMENTAL FENCES AND GATES****SECTION – 32 31 16**

- 1.0 DESCRIPTION OF WORK: This standard covers the fabrication and furnishing of all materials and labor for installation of an ornamental iron fence. Related demolition and removal of existing fencing may be required to support work.
- 2.1 QUALITY
- 2.2 Construction Contractor is responsible to locate and avoid underground utilities. Any damages shall be promptly repaired by the Contractor at no expense to Fulton County.
- 2.3 The Construction Contractor shall employ an adequate number of skilled workers who are trained and experienced with the type of work they are assigned.
- 2.4 All completed work shall meet basic visual standards: Post shall be properly aligned, posts shall be plumb and vertical, materials shall be consistent in quality, material shall not be damaged, gates shall not sag, and finishes shall be uniform.
- 2.5 All completed work shall meet basic structural standards: Posts shall not wobble or move within the footings and hardware shall be appropriate for the use and be tightened secure.
- 2.6 The Construction Contractor shall remove all debris and unused materials from the job site at the completion of the job. Soil excavated for footing must be removed or spread evenly as may be directed by the Architect.
- 3.1 PRODUCT
- 3.2 General: Fence shall be height as noted on drawings and to top of pickets. Post shall be spaced at eight feet on center. Pickets shall be spaced 6" on center. In locations where there is a 30" drop or more, the pickets shall be 4" on center.
- 3.3 Posts: Shall be fabricated of 4" minimum square tubing, of appropriate gauge thickness of material to height. Steel tubing is to be hot-dipped galvanized, and painted where indicated on drawings.
- 3.4 Channel Rails: Shall be 1" x 2" flat iron bar stock with holes punched for pickets. The number of rails shall be appropriate to height of pickets, with a top rail within 12" from the top of each picket, and a bottom rail within 6" of the bottom of each picket.
- 3.5 Pickets: shall be minimum 5/8" square/diameter solid steel, or larger hollow, heavy gage tubing. Finished to match posts.
- 3.6 Hinges: Shall be structurally capable of supporting the gate leaf without sagging.
- 3.7 Concrete: Concrete for setting posts and footings shall be 3000 psi.
- 4.1 EXECUTION
- 4.2 Fabrication: Attach channel to post with solid welds. Weld pickets at underside of channel on each side of pickets (continuously) using solid welds. Spot welds are not acceptable. Grind all welds smooth.

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- 4.3 Painting: Painting may be shop or field applied. Touch up as necessary in the field with a brush.
- 4.4 Installation: Set line posts as in locations and as detailed on drawings. Justify fences sections with grade as directed by Architect.
- 4.5 Gates: Install gates plumb, level and secure for opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation.

&lt; END OF ORNAMENTAL FENCES AND GATES SECTION 32 31 16 &gt;

**Fulton County Guide Specification****CHAINLINK FENCE  
SECTION – 32 31 13**

- 1.0 DESCRIPTION OF WORK: This standard covers the fabrication and furnishing of all materials and labor for installation of chain link fence. Related demolition and removal of existing fencing may be required to support work.
- 2.1 QUALITY
  - 2.2 Construction Contractor is responsible to locate and avoid underground utilities. Any damages shall be promptly repaired by the Contractor at no expense to Fulton County.
  - 2.3 The Construction Contractor shall employ an adequate number of skilled workers who are trained and experienced with the type of work they are assigned.
  - 2.4 All completed work shall meet basic visual standards: Post shall be properly aligned, posts shall be plumb and vertical, materials shall be consistent in quality, material shall not be damaged, gates shall not sag, and finishes shall be uniform.
  - 2.5 All completed work shall meet basic structural standards: Posts shall not wobble or move within the footings and hardware shall be appropriate for the use and be tightened secure.
  - 2.6 The Construction Contractor shall remove all debris and unused materials from the job site at the completion of the job. Soil excavated for footing must be removed or spread evenly as may be directed by the Architect.
- 3.1 PRODUCT
  - 3.2 Fencing consist of modular woven wire fabric fence panel supported by tubular steel posts and framing constructed in accordance with applicable structural criteria, and the Chain-link Manufacturer's Institute Product Manual. See drawings for special finishes and accessories to be installed with fencing.
  - 3.3 Vinyl Coated Finish: Were vinyl coated fence is indicated on drawings, all fabric, framing and fasteners are to be PVC coated 7 mil thick thermally fused per ASTM F668. Except line posts, top rails and gates shall be PVC coated 14 mil thickness.
  - 3.4 Posts: shall be placed at 10' maximum spacing. Post shall be sized and gauged appropriate to height and shall be hot-dipped galvanized with a minimum of 1.8 oz. per square foot coated surface area.
  - 3.5 Fence framing members: shall be located within the plane of fencing, coordinated with gates and opening locations in fabric. All framing members are to be sized and gauged according to

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Structural requirements. All members are to be galvanized. Framing members that are heavy enough shall be hot dipped galvanized.

- 3.6 Fence Fabric: shall be 9 gage with 2 inch woven mesh. All fabric shall be hot-dipped galvanized after weaving. Wire shall have a minimum break load of 1,290 lb. Selvedge edges of fabric shall be knuckle top and bottom.
- 3.7 Caps & Hardware: All hollow tube framing members and post shall be capped with formed steel or alloy fittings. Standard post cap shall be domed. Top rail sleeves shall be 6 inch length and allow for expansion. Use zinc coated steel screws, nuts, bolts and washers. Fastening wire may be Stainless Steel, Aluminum, or Zinc Coated. Install 7 gauge tension wire continuous along the bottom of fence fabric. Install a 1-5/8" diameter tube steel top rail along top of fence fabric.
- 3.8 Barbed Wire and Supporting Arms: Where indicated on drawings, provide double strand of 12-1.2 gauge twisted galvanized steel barbed wire. Each strand is to have 4-point barb at 5 inches on center with staggered location (between two strands). Support arms shall be galvanized pressed steel with provision for supporting three strands of barbed wire. Each arm shall withstand minimum 250 lbs. downward pull at the outer end.
- 3.9 Gates: Framing, fasteners and fabric on gates are to match material and finish of the fence in which the gate is located. Gaps between edge of gate and edge of gate opening are to be a maximum of 2 inches. Use gate latch, hasp, cane bolt and/or locking mechanism as indicated on drawings.
- 3.10 Gate Hinges: Use U-bolt and tooth fitting (Bulldog type) hinges that are structurally capable of supporting the gate leaf with 250 lbs. downward force on the end of gate over the course of full swing.
- 3.11 Concrete: Use 3000 psi strength concrete for setting posts and fence related foundations.

#### 4.1 EXECUTION

- 4.2 Fence Framing: Install in accordance with Chain-link Fence Manufacturer's Institute Product Manual and ASTM F567. Locate and detail fencing as indicated on drawings.
- 4.3 Gates: Install gates plumb, level and secure for full opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation.
- 4.4 Fasteners: Fasten all accessories tightly. Face dome head of fastener toward fabric side of fence framing, and place nuts on the framing side of fabric.
- 4.5 Accessories: Fasten all accessories tightly. Install extension arms for barbed wire perpendicular to the run of fence and parallel to other arms. Run barbed wire strands parallel to one another with staggered barbs. Pull wire taught and attach clips or slots in each extension arm.

< END OF CHAINLINK FENCE SECTION 32 31 13 >

**Fulton County Guide Specification****WOOD FENCE  
SECTION – 32 31 29**

- 1.0 DESCRIPTION OF WORK: This standard covers the fabrication and furnishing of all materials and labor for installation wood fence. Related demolition and removal of existing fencing may be required to support work.
- 2.1 QUALITY
- 2.2 Construction Contractor is responsible to locate and avoid underground utilities. Any damages shall be promptly repaired by the Contractor at no expense to Fulton County.
- 2.3 The Construction Contractor shall employ an adequate number of skilled workers who are trained and experienced with the type of work they are assigned.
- 2.4 All completed work shall meet basic visual standards: Post shall be properly aligned, posts shall be plumb and vertical, materials shall be consistent in quality, material shall not be damaged, gates shall not sag, and finishes shall be uniform.
- 2.5 All completed work shall meet basic structural standards: Posts shall not wobble or move within the footings and hardware shall be appropriate for the use and be tightened secure.
- 2.6 The Construction Contractor shall remove all debris and unused materials from the job site at the completion of the job. Soil excavated for footing must be removed or spread evenly as may be directed by the Architect.
- 3.1 PRODUCT
- 3.2 Fence shall be height indicated on drawings. Posts shall be spaced at a maximum distance of 8 feet apart. Vertical alternating "shadow box" 1 x 6 wood boards shall be attached to 2 x 6 wood nailers. A 2 x 6 wood cap shall be installed continuously along the top of fence with a 1 x 6 wood trim member fastened below the cap on each side of vertical boards.
- 3.3 Posts: Post shall be 6 x 6 Southern Yellow Pine #2 Grade, AWPA C2/C9 standard pressure treated with .40/lb./cubic foot, rated for in ground use.
- 3.4 Lumber: vertical boards, trim and nailers of fence are to be Southern Yellow Pine #2 Grade, AWPA C2/C9 Standards, Preservative Retention of .25 lb. / cubic foot rated for above ground use.
- 3.5 Fasteners: Nails shall be hot dipped galvanized ring shank nails for pressure treated wood. Any and all screw used in fence construction are to be Stainless Steel.
- 3.6 Gates: Construction of gates shall be of like materials to fence in which the gate is located. "Z" or "X" bracing shall be on interior side (same side as nailers), supported to posts.
- 3.7 Hardware: hinges and latches shall be factory finished of type and location indicated on drawing.
- 3.8 Concrete: Use 3000 psi strength concrete for setting posts and fence related foundations.

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4.1 EXECUTION

- 4.2 Installation: Space line posts at 8 feet on center along a straight line. Concrete set all posts in holes with a diameter at least 4 times greater than the outside dimension of post. Slope top surface of concrete away from post. Concrete post footing is to be minimum of 42 inches deep with post set in minimum of 36 inches below grade. Post tops are to be angular cut to shed water on the framing side of fence. All wood members are to be straight and true to shape indicated on drawings.
- 4.3 Gates: Install gates plumb, level and secure for full opening without interference. Attach hardware by means which will prevent unauthorized removal. Adjust hardware for smooth operation

< END OF WOOD FENCE SECTION 32 31 29 >

## 2 - BUILDING ENVELOPE

### EXTERIOR WALLS & FLOORS

**Intent:**

The exterior walls and floors are to provide the interior of the building thermal and moisture protection from the exterior; acoustically isolate the inside of the building from outside noise. The walls should require minimal maintenance. The building should be designed to last at least 40 years. Exterior finishes must consider graffiti and vandal resistance. The exterior walls are to reflect an aesthetic quality befitting a library.

**Concrete Preferences:**

- Design, transport, and place concrete and formwork according to American Concrete Institute (ACI) standards.
- Fabricate and place precast concrete according to the Precast Concrete Institute (PCI). All embeds and connectors are to be hot dipped galvanized. Welds and field cutting or drilling of exposed metal parts are to be finished and covered with cold-galv paint per PCI durability guidelines.
- See Building program for floor loading criteria.
- Floor Flatness in areas with shelving shall be 40 overall, 30 minimum.
- Vapor barrier is to be detailed for all interior floor slabs with moisture tightness of less than 0.3 perms.
- A sheet waterproofing and drainage system is to be installed for all sub-grade walls and floors enclosing occupied space. Specify Manufacturer's warranty for such system against defects in materials and workmanship for a period of 5 years.
- Bentonite clay is not acceptable as the only form of waterproofing sub-grade walls.

**Masonry Wall Preferences:**

- Design brick walls to be built according to Brick Industry Association Standards.
- All exposed face brick is to be FBX-SW grade.
- Specify weeps with a wick, tube, or mesh to keep the path of drainage clear.
- Show locations of all expansion joints on building elevation drawings and dimension locations on plans.
- All shelf/ledger angles are to be hot-dipped galvanized.
- All masonry accessories are to be Stainless Steel #316 or non-corrosive material.
- Width of air space shall be 2 inches or greater, and less than 4 inches.
- Use cavity mesh or other measures to ensure proper wall cavity drainage.

**Stucco Wall Preferences:**

- Hard coat stucco system may be applied to masonry or concrete back up or metal framing per latest version the Portland Cement Associations Stucco Manual.
- Metal framing system must be structurally designed by an engineer licensed in the State of Georgia.
- Synthetic coatings and Exterior Insulation and Finish Systems (EIFS) are strongly discouraged.
- All control joint locations are to be indicated on elevation drawings.

**Panel wall systems or cladding:**

- Metal, or fiber cement panel wall systems may be used on metal framing that is structurally designed by an engineer licensed in the State of Georgia to meet code required structural criteria.
- The panel wall system must either be water proof or act as a veneer /cladding on a water proof wall system.
- Wood or Plastic is not acceptable for framing or paneling in any application.
- Panels are to be designed not to deflect or show “oilcanning”.
- Size panels relative to manufactured dimensions to reduce waste.
- Finish of panels is to be maintenance free high performance fluoropolymer, anodized aluminum or natural finish of materials that will not decay in less than a 20 year period.

**Waterproofing Preferences:**

- Water proofing must be in place to protect insulation during construction from moisture that would lower that value of the insulation.
- Water proofing must prevent water from condensing on the insulation that would lower the insulation value.
- Bituminous damp proofing that is roll or brush applied (not sprayed applied) may be used on the interior wythe of cavity walls; flashing must be detailed to complete water tightness of wall.

**ROOFING****Intent:**

The Roof must provide a waterproof, insulated covering over the building. The roof shall be designed to drain all water off the top and away from the building, leaving no standing water for more than one dry day. The roof is a significant part of the overall appearance of the building. The design of the roof must reflect the character of the community in which the building is located, as well as that community's perception of what a library should look like. The roof must accommodate secured access and some foot traffic. The roof is expected to have a leak free service life of at least 20 years.

**General Roofing Preferences:**

- Adhere to design and detailing guidelines of the National Roofing Contractors Association (NRCA) Guide for Commercial Roofing, and the Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) Manual.
- Specify only nationally established roofing product manufacturers.
- Large areas of occupied roof that allows regular access are strongly discouraged.
- Roofing design to support plant life, wood shakes, or other organic roof covering over interior space will not be considered acceptable.
- Selection of roofing material shall be reviewed with the County with regard to maintenance requirements.
- Roof top equipment, piping, conduit and roof penetrations are to be kept to an absolute minimum. All such items are to be shown on roof plans.
- Mechanical, Electrical and Plumbing Designers are to attend roofing design reviews.
- Avoid situations where leaves or other debris can fall on the roof surface.
- All drainable roof edges will be provided with a gutter or rain leader and down spout that conveys drainage away from the building.
- All gutters, rain leaders and roof drains are to be covered with a solid cover that drains only water into gutter to keep debris from clogging the system.
- Gutters must be designed to be adequate for the amount or run off from the roof they serve.
- Avoid internal downspouts. Route drainage completely on the outside of the building envelope if possible.
- Overflow scuppers are preferred to be located incorporated in rain leaders rather than through parapet walls.
- Rain water collection systems are encouraged in association with some practical onsite use for the water.
- Surface roof with light color, high albedo materials.
- Pre-roofing conference to be attended by a manufacturer's representative is to be included in the specifications prior to start of any roofing construction.
- Indicate location of roof service walkways (minimum two (2) foot wide) to all roof accessories requiring maintenance on roof plan. Specify only walkways that are compatible with roof substrate.
- All metal to metal locations must have protection between metal to prevent rusting
- New Construction- All buildings to have interior ladder access to all levels of Roof
- Roof Hatch openings must not open (on the roof) toward Leading Edges of roof.
- Roof Hatch opening distance from outside edge of roof must exceed 4 feet to allow safe ingress and egress.

**Roofing Warranty Preferences:**

- Specify roofing system with a minimum 20 year manufacturer's warranty.

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The warranty shall have No dollar limit, and no exclusions for hail events with stones less than 3 inches in diameter.

- Specify 2 year materials and workmanship warranty from contractor.
- In addition to warranties specified, the roofing contractor must enter into an agreement with the County to maintain the roof in watertight condition for a period of 5 years from the date of final acceptance of the roof. Repairs made subject to this agreement will be of no cost to the County.
- Asphalt Shingles must be specified with a 50 year manufacturer's warranty.

**Built-up Roof Preferences:**

- Single ply is generally preferred to Built-up roofing.
- Hot applied, 4-ply built-up roofing with glass-fiber/inorganic felt plies, and a ceramic granular impregnated (white) cap sheet is the most preferred built up roof system.
- Extend cap sheet under coping at parapet walls rather than terminate below.
- Avoid use of loose laid ballast or aggregate roof surface.
- Minimize use of pitch pockets; cover top of all pitch pockets with metal flashing.

**Single-ply membrane roofing preferences:**

- EPDM, white surface in rolls no less than 6 foot wide with a minimum 0.60 mil thickness that is fully adhered is the most preferred single ply roofing. Mechanically fastened TPO/PVC is acceptable as well.
- Lap joints should run along slope or as manufacturer recommends.
- Extend ply under, and to the outside edge of copings at parapet walls rather than terminate below.

**Metal Roofing preferences:**

- Structural standing seam metal roofing with minimum 24 gauge panel thickness, prefinished with PVDF finish (Kynar 500 or equal) is most preferred for sloped roof applications.
- Metal panels may be installed over sheathing faced with ice & water shield or according to manufacturer's recommendations.
- No exposed fasteners.
- Install pre-manufactured snow guards along roof edges where collected snow or ice would be likely to fall on a person or portion of the building that could be damaged by such an incident. Guards should be in two staggered rows over the insulated portion of roof (not on overhang). Guards are to be installed with SB-1900 plastic adhesive (that requires 30 days above freezing temperature to set up).
- Metals that are in high demand (therefore commonly subject to theft), such as copper, should not be used as a primary roofing material, gutters and /or downspouts.

**Asphalt Shingle Roofing preferences:**

- Asphalt Shingle Roofing is not a preferred type of roofing for this program, however is acceptable if it is an impact resistant, glass fiber reinforced

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shingle with a minimum weight of 300 lbs. per square (100 SF), over 15 lbs. felt paper.

- Minimum slope for shingle roof is 4 inches per foot.

## **INSULATION:**

### **Intent:**

Insulation is necessary within the detailing of the building envelope to resist the passage of thermal and acoustical energy. (This portion of the guide does not address insulation for fire resistance). The thermal insulation shall, at a minimum, exceed the requirements of ASHRAE 90.1. Acoustical insulation shall be detailed to exceed values given in the building program between various spaces in the library.

### **Thermal Insulation Preferences:**

- Insulation must be applied according to the manufacturer's intended use.
- See Building Standard Guidelines for WINDOWS for insulation in the design of windows and glazing.
- Detail insulation to avoid thermal pathways through framing members or other wall components that may transfer thermal energy.
- Insulation laid on top of suspended acoustical ceiling is unacceptable.
- Do not use Insulation that use CFCs or HCFCs in the manufacturing or installation of the product.
- Consider products with recycled content.

### **Acoustical Insulation Preferences:**

- Fiberglass Sound Attenuating Batt (SAB) Insulation or other acoustical batt insulation may be installed in walls that run from top of floor to bottom of deck with caulking in any voids allowed by corrugation of deck.
- Fiberglass SAB are not to be exposed to return air plenum.
- Insulation laid on top of suspended acoustical ceiling is unacceptable.
- Do not use Insulation that use CFCs or HCFCs in the manufacturing or installation of the product.
- Consider products with recycled content.

## 3 - INTERIOR FINISHES

### GENERAL

Interior design for the library will be a coordinated effort that is initiated with finishes suggested for the various spaces in the library in the Building Program. These must be developed relative to the design of the building and the furniture that will be selected by the FF&E Consultant.

A comprehensive finish board submitted with a finish plan (coded in relation to the board) will be submitted with the Design Development Submittal. The finish board must be labeled with the title of the project and must be assembled so that the board can be transported without samples falling off. Maximum size of the finish board is 30" x 42". Digital images of the finish board will be submitted with the board. The list of samples and minimum suggested sizes of the samples are as follows:

- Flooring Carpet sample – 8"square
- Resilient flooring 2"square
- Seamless or Terrazzo 3"square (larger if larger aggregate is used)
- Wood Floor Base 4" length
- All other floor base 2" length
- Paint Finishes 2" square
- Tile (under 8"square) Actual tile size
- Tile (over 8"square) 4" square
- Grout ¼" wide x 3" length
- Wall Covering 2" square
- Countertop 4" square
- Cabinet material 2" square
- Glazing/Transluents 4" square
- Window treatments 4" length
- Toilet partitions 4" square
- Ceiling Tile 4" square
- Ceiling grid 3" length
- Window Framing 2" length (if applicable)

Select high quality materials that are durable and require low maintenance. Avoid using imported finish materials with long delivery times that will make it difficult to replace portions of the installation consistently. Specify materials that are expected to remain in stock and are readily available.

Specify only finishes that meet code required flame spread and smoke development ratings for their application.

Specify finishes that are in accordance with the Georgia Accessibility Code and the ADA.

## **FLOORING**

### **Intent:**

Flooring and base molding play a large part in the experience of using the library. The flooring should reflect the qualities befitting a library. Many potential types of flooring are represented in these guidelines, and there may be other types of flooring that would be appropriate (and are not listed in the guideline). Wood base may be used with any type of flooring in lieu of rubber. Flooring must be designated for applications that do not require extra maintenance (i.e. carpet should not be indicated for restrooms).

### **Concrete Flooring Preferences:**

- All Interior exposed concrete floors are to be sealed, stained or painted. Specify Light broom finish in utilities and mechanical rooms with exposed concrete. Trowel finish floors are to be stained.
- Protect concrete floors to be stained from grease, chipping and cracking and construction vehicles that leave wheel marks.
- Acid based stain with epoxy coating is preferred to acrylic stain.

### **Resilient Flooring Preferences:**

- Vinyl Composite Tile is acceptable in a 12"x12"x1/8" size with integral color and pattern. Specify 5 coats of wax prior to Grand Opening, 3 coats of wax applied prior to furniture move-in.
- Linoleum sheet or tile flooring class 1, minimum 2.5mm thickness is acceptable. If cut pattern designs are used then they must be detailed on the drawings.
- Sheet vinyl is not preferred.
- Rubber flooring is acceptable in minimum thickness of 0.13" with a textured finish and a 10 year excessive wear warranty specified. Tiles are preferred over sheet goods
- Resilient floor base is to be at least 1/8" thick TS type rubber material. All corners are to be manufacturer's molded corner product.

### **Carpet Preferences:**

- *Standard specification to be determined by consultant, during design.*
- *24 inch square tile with static control and stain guard protection treatment.*
- *Cut and loop construction with 0.25 inch pile height. 36oz.*
- *Specify a 10 year wear and stain warranty.*
- Use nontoxic, low odor, low VOC, solvent free adhesives with no alcohol, glycol or ammonia.
- Carpet shall be aired out in a warehouse prior to installation to minimize odors and off-gassing.

**Wood Flooring Preferences:**

- Hardwood or Bamboo Flooring in strips or parquet application are acceptable.
- Hardness of the wood must be between 1300 and 2200 on the Janka Scale.
- Greater than ½" thickness flooring is preferred that can be sanded and refinished multiple times over the life of the floor.
- Edges/joints are to be square, not beveled, or eased.
- All flooring edges must be detailed on drawings.
- Cork flooring is not acceptable.

**Tile Flooring Preferences:**

- Porcelain tile is preferred with epoxy adhesive grout in dark colors.
- Tile installation is to be detailed and specified according to Tile Council of North America Handbook (2010 edition).
- Stone flooring may be used specifically as approved by the County. Designer must clarify all maintenance requirements of the product to the County prior to approval.
- Any variation in tile size should be accomplished by saw cutting tiles rather than different manufactured tile sizes.

**Terrazzo or Seamless Preferences:**

- Terrazzo or quartz epoxy seamless flooring is not preferred for this program, but is acceptable if detailed and specified to be installed according to the National Terrazzo and Mosaic Association for application approved by the County.
- Integral base should be installed.
- All edge conditions are to be detailed on drawings.
- Slip resistance in accordance with code requirements.
- Use low VOC seamless resins with quartz aggregate.
- Acceptable Seamless manufacturers include; BASF (Selby), Durabond, Polymerica, Silikal, or Stonhard.

## **INTERIOR WALLS**

### **Intent:**

Interior wall surfaces need to be rugged while maintaining a nice appearance. Other wall materials and finishes than what is listed below may be considered. All wall materials must have the code required flame spread and smoke development rating.

### **Corner Guards & Impact Protection:**

- Specify Corner guards for walls in any location where a book truck may travel.
- Corner guards are to be 3 inch vinyl wing, surface mounted from top of base molding to door head height. Color to match walls or as selected by designer.
- Consider using a nice looking column cover on columns in public areas rather than 4 corner guards.

### **Gypsum Wall Board Preferences:**

- Framing shall be Galvanized (G-60), with a deflection of L/240 at 5 PSF. With minimum 20 gauge galvanized steel blocking.
- All gypsum wall board to be a minimum of 5/8 inches thick.
- All Gypsum board walls in restrooms or near plumbing fixtures are to be moisture resistant. Tile walls are required on public restroom plumbing walls.
- Finishes are to be according the Gypsum Association GA 214-96 as follows:
 

All Exposed .....	Level 5
Mechanical Rooms .....	Level 1
Unexposed/Above Ceiling ....	Level 1
Substrate for Tile.....	Level 2
- Fire rated assemblies to be related to "UL" Fire Resistance Directory Number(s).

### **Wall Tile Preferences:**

- Architectural CMU, Ceramic Tile, or Stone are acceptable wall finishes for accent walls. Such wall finishes will be required to be full height on plumbing "wet-walls".
- Use cementitious backer board as substrate for tile on frame walls.
- Dark colored epoxy adhesive grout is preferred.
- Tile installation is to be detailed and specified according to Tile Council of North America Handbook (2010 edition).
- Stone, architectural CMU may be used specifically as approved by the County for restroom walls. Designer must clarify all maintenance requirements of the product to the County prior to approval. Designer must

clarify all maintenance requirements of the product to the County prior to approval.

**Wall Covering Preferences:**

- Vinyl Wall Coverings are acceptable for accent walls.
- Wall coverings are to be avoided on interior side of exterior walls, and in wet locations (around sinks and in toiletrooms).

**Paints and Protective Coatings Preferences:**

- Specify paints and protective coatings for the full range of materials included in the project.
- Standard finish for paint on wall surfaces is egg shell. Trim paint may match walls or may be semi-gloss or gloss finish. Variance from these finishes are to be submitted to the County for approval.
- Plenum paint shall be dry-fall in flat finish. Indicate whether or not all building utilities in plenum area are to be painted or not.

**CEILINGS:****Intent:**

Ceilings in the library are highly visible, therefore, have a significant impact on the public perception of the library. Ceiling should reinforce the general aesthetic of the library or particular space within the library. There are many utilities that will be mounted in the ceiling that must be organized so the ceilings do not appear to be cluttered. All lighting and utilities mounted on the ceiling should be indicated on the reflected ceiling plans. Acoustical properties of ceilings must be considered to isolate noise and minimize reverberation.

**Suspended Acoustical Tile (Grid) Preferences:**

- Ceiling Tile: 2x2 lay-in tile with tegular edge that is easily removable is the preferred. All ceiling tile is to be resistant to high humidity. Basis for preference in staff or modestly finished spaces is Armstrong Cortega RH99 with tegular edge.
- Ceiling Grid: Standard 15/16" wide "T" grid and suspension cables to be hot-dipped galvanized, stainless steel or aluminum material. Grid may be installed without tile to suspend ceiling fixtures or lighting.
- Apply spring locks on all non-horizontal tiles, and in public areas where the ceiling is below 10 feet above floor.
- Suspended acoustical tile ceiling is not allowed in public toilet rooms.
- No insulation or loose materials are to be laid on top of ceiling tiles.
- Consider using products manufactured with recycled materials.

**Hard Ceiling Preferences:**

- Suspended or framed gypsum ceiling system may be used. Maximum allowable deflection shall be specified to be less than L/240.

- Detail ceilings in toilet rooms that do not allow the public to access space above ceiling.
- Access panels, where required, are to be flush mounted with a concealed frame and painted to match ceiling. See example basis of a preference is Bauco Access Panel Solutions

## **CABINETS AND COUNTERS:**

### **Cabinet Preferences:**

- Cabinets, counters and sinks must meet accessibility (ADA) requirements. Consider installing pipe protection with knee space apron panel at all sinks, rather than a cabinet with an integral base.
- Designers will work with the Library in consideration of what (generally) will be stored in each cabinet, drawer and shelf.
- Millwork shall conform to the Architectural Woodworking Institute (AWI) "Quality Standards" and specifications. Use Custom grade for millwork in staff areas, and Premium Grade for millwork in public areas.
- All Cabinets are to be flush overlay construction with frameless hinges and basic wire pulls. Extend wall cabinet doors past lip of bottom shelf to allow the door to act as a pull.

### **Countertop Preferences:**

- Countertops are to be solid surface quartz acrylic material, minimum 1/2" thick with 1 1/2" thick bullnose or eased edges and minimum of 4 inch high backsplash. Examples of products Zodiac from Corian, Silastone, Avonite. Use of solid surface counters with recycled contents is encouraged.
- Counter tops are to be one piece if possible, otherwise seam locations are to be shown on design drawings.
- Gap(s) between countertop and wall behind counter are not acceptable.
- Custom precast concrete countertops with integral sink(s) are acceptable, also. Maintenance requirements are to be review with County prior to detailing.

## 4 - DOORS & WINDOWS

### DOORS

#### **Intent:**

The doors shall allow convenient access, privacy and security. The design and detailing of the doors will be an effort that must be coordinated with the Technology Consultant's program for building security. Access control will be considered. Information regarding the types of doors to be installed in various parts of the library is included in the Building Program. Weather seal around doors/frames shall be per the Georgia State Supplements and Amendments to the International Energy Code. Doors must be rugged as they will get many cycles of use and abuse.

#### **Automatic Door Preferences:**

- Entry doors shall be automatic, motion sensor activated swinging doors with a minimum opening width of 6 feet wide x 7 feet high.
- Two sets of automatic doors are to be provided on each side of the vestibule, spaced far enough apart to operate as an air lock. Consider staggering the opening so that both sets of doors will not create a clear, straight path for air to pass in or out of the building
- Doors are to be constructed of glass and aluminum.
- Consider tinting glass if there is potential for glare.
- Break out panels are acceptable if required for egress.

#### **Exterior Door Preferences:**

- In addition to the automatic main entry doors, exterior doors are to be provided at the staff entrance (that should be the same as the receiving door), the receiving doors, and other locations required for utilities and egress.
- Receiving/Staff Entrance doors are to be a pair of one 3'-10" door and one 2'-2" leafs that latch against a keyed removable mullion in order to use the full width of both open door leaves. The door shall be operated by a lever on the outside that latches to the mullion. A manual hold-open is to be provided for both doors. The staff door will be provided with a peep hole.
- The quantity of exterior doors is to be kept to a minimum.
- The standard exterior door is to be flush face, with no lites, insulated composite metal door, Grade 3, 16 gauge, heavy duty, seamless construction 1 3/4" thick. Door is to be set in a 14 gauge welded steel frame with a continuous hinge. Standard door height shall be 7 foot.
- Provide an accessible threshold that seals to the inside face of the door and weather stripping.
- Avoid exterior trim on exterior "exit only" doors.

**Interior Door Preferences:**

- Interior fire rated doors are to be specified and installed according to the UL label required.
- Standard interior doors are to be solid core wood doors with a glazed lite, to be sized and located by the Architect. The door is to set in a welded steel frame.
- Finish top edge of doors.
- Frameless glass interior doors may be used in specific applications approved by the County.
- Doors are to provide a 6 inch margin on the top and sides, and 12 inches on bottom between edge of door and internal lite.
- Core material for all doors will be non-combustible mineral fill.
- Veneer is to be factory finished, plain sawn hard wood with consistent matching of grain throughout.
- Barn doors are not acceptable.

**Door Hardware Preferences:**

- The hardware specification will be defined in the design process as a coordination effort with the Technology Consultant, the Library and the County to meet the Libraries' specific requirements. Meetings will be required and attended by design personnel with the required specific knowledge of door hardware options and requirements to determine the hardware specifications.
- Specify door hardware to be in accordance with the Georgia Accessibility Code and the ADA.
- The standard door latching mechanism shall be **mortise lockset**, grade 1, with a 7-pin removable lock core. Acceptable manufacturers include Corbin-Russwin, Sargent or Schlage.
- **BEST Coremax** cores/keying systems are the library standard.
- Use heavy-duty butt **hinges** with 5 knuckle, ball bearings that are mortised to door and frame, or pivot hinges with a built-in hold-open.
- Use door **closer** that is surface mounted on the door with parallel arm. Where possible mount closers on non-public side doors. Closers for pivot hinges should be concealed in head of door frame.
- Use rim type exit device.
- **Kick Plate** shall be provided on each side of staff room doors.
- Utilize door closers with hold open ability. Floor and wall mounted stops are to be located so they are unobtrusive and do not become a trip hazard.

## **WINDOWS**

**Intent:**

The windows are very important to the library experience, the maintenance of the collection and the appearance of the library. Refer to the Building Program for more information about importance of window configuration. The windows must be secure

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and as vandal-resistant as possible. Weather seal around window frames per the Georgia State Supplements to the International Energy Conservation Code. The windows must meet or exceed thermal performance required by ASHRAE 90.1.

#### **Window Preferences:**

- All exterior windows are to be aluminum frame design to meet applicable wind loading and to minimize deflection of framing system. Steel may be employed as part of the internal structure of the framing.
- Window, Storefronts and Curtain wall shall meet the following performance criteria:
  - 1) Air Infiltration: Test per ASTM E283, at less than 6.24 PSF, air infiltration shall not exceed 0.60 cfm/sf of wall surface.
  - 2) Water Penetration: Field test per ASTM E331; at a pressure of 8 PSF, no water shall penetrate on any side.
  - 3) Wind Loading: per Building Code Maximum deflection of L/175 of clear space.
  - 4) Condensation Resistance (CRF) for the system shall not be less than 56.
- Design consideration must include cleaning and maintenance required for windows.
- Glazing in hollow metal (steel) frames is acceptable for interior applications only.
- Do not use curtain wall where storefront glazing can be used.
- Place smaller panes of glass where breakage is more likely (below 4 feet).
- Framing for inside glazing should be used where access to the outside face of windows would be difficult.
- Windows installed in doors shall use metal window kits with non-reversible screws that are located on non-public side of door. Wire glass is not acceptable.

#### **Glazing Preferences:**

- Exterior glazing units are expected to have the greatest possible visible transmittance and the lowest possible solar heat gain/shading coefficient. Typical exterior glazing should use tinted, 1" thick insulated glass composed of 2 panes of 1/4" thick annealed glass with Low-E coating on interior faces (#2 & #3 faces). Glass performance would be expected in the following range:
 

Visible Transmittance	> 70%
Solar Heat Gain Coefficient	< 0.65
Shading Coefficient	< 0.55
U-value	< 0.68
- Specify glazing to comply with code requirements.
- Use readily available, easily replaceable glazing products.

- Interior glazing may be glass or plastic sheet material that meets flame spread, and smoke developed properties required by code and visual transparency required for application.
- Deflection of interior glazing is to be less than  $L/175$ .

## **Operable Partitions**

### **Intent:**

Operable Partitions may be provided as suggested by the building program or as part of an architectural concept in exterior or interior applications. The operable partition should be design and manufactured for the purpose that it will serve in the library. The configuration and operation of the partition should be simple. The finishes and construction of the partition must be abuse resistant. The Sound Transmission Coefficient (STC) of all operable partitions and the walls (above ceiling, also) in which they are mounted must be at least 52.

### **Exterior Operable Partition Preferences:**

- Doors may be aluminum and glass or solid; insulated consistent with adjacent walls or windows. Wood frame is not acceptable.
- Use panel folding or pocket doors with a recessed bottom and top track. The elevation change at the sill must be in accordance with accessibility codes (1/2 inch max elevation change).
- Operation and locking from the interior side only (no exterior trim) locking in open & closed position.
- Air infiltration test per ASTM E283, at less than 6.24 PSF, air infiltration shall not exceed 0.60 cfm/sf of wall
- Water Penetration test per ASTM E331; at a pressure of 8 PSF max no water shall penetrate exterior side.
- Structural design for local wind loading criteria with maximum deflection of  $L/175$ .
- Warranty: 10 years on roller and seal operation, and 2 years on all other parts.
- Basis of design, Nanawall SL60

### **Interior Operable Partitions Preferences:**

- Doors may be aluminum and glass or solid panel hung from top rail only (no bottom track).
- Use manual pair panel operation with matching doors on the pocket to conceal stack of partition panels.
- Use manual drop seals along base of partition.
- Accordion partitions are not acceptable
- Panel and trim finishes are to be selected by designer.
- Avoid nested personnel doors.

## 5 - INTERIOR ACCESSORIES

This portion of the standard includes various manufactured items that must be installed in the building to serve a specific function and would be used or operated directly by the occupants of the building.

### **ENTRANCE MAT**

**Intent:**

The entry mat should remove water and dirt off shoes so library patrons will be less likely to slip on the floor or bring dirt and wetness into the library. The entry mat should be consistent with the design décor of the library.

**Entry Mat Preferences:**

- Locate directly inside main entrance and staff entrance doors.
- Main Entrance: Provide recess mount in 7/16 inch deep recess (non-piped drainage) with aluminum frame construction with roll-back capability.
- Tread shall be slip resistant tufted monofilament or rubber. Consider using recycled material.
- Indicate a channel formed, or cut a channel in the walkway paving, to drain the recessed area under the mat.
- Staff Entrance: provide a heavy duty 4'x 6'x 3/8 rubber entrance mat to lay on the finished floor surface just inside the door with ADA compliant beveled edges.
- Specify products with the most extreme durability.

### **TOILET PARTITIONS**

**Intent:**

The toilet partitions will provide privacy for each toilet or urinal in each group toilet. The partitions must be manufactured, and installed to operate in accordance with the Georgia Accessibility Code and the ADA. The partition material and construction must be sturdy, vandal resistant and easy to clean.

**Solid Plastic Toilet Partitions Preferences:**

- Partition material is to be High Density Polyethylene (HDPE) minimum of 1 inch thick with a lightly textured surface. Flame spread and smoke developed rating is to be in accordance with code requirements (Class B minimum).
- Partitions around toilets (other than urinals) shall be ceiling hung, with no connection to floor. Steel framing for partition supports must be included in the design drawings.
- Urinal partitions may extend to the floor with connector running in a full height solid plastic shoe.

- Panel connectors are to be solid plastic flanges with non-reversible fasteners that are not exposed on the outside of toilet stalls.
- Hinges on stall doors are to be integral, self-closing.
- Latches and strikes shall be Aluminum or #316 Stainless Steel.

## **RESTROOM ACCESSORIES**

### **Intent:**

Serve the needs associated with the use of the restrooms. Accessories will be installed as part of the construction contract (not by paper/soap suppliers). Designers will provide location and color selection of such fixtures.

### **Toilet Paper Dispenser Preferences:**

- Capacity of Four (4), six inch toilet paper rolls
- Stainless Steel Finish (may be Plastic)
- Model/Basis: Georgia Pacific #56746
- Acceptable manufactures include Bobrick, Bradley, SanJamar



### **Paper Towel Dispenser Preferences:**

- Only installed in Staff toilet rooms and single occupant toilets.
- Stainless Steel US-32D Finish, semi-recessed, motion activated
- Battery powered
- Model/Basis: Georgia Pacific EnMotion



**Soap Dispenser Preferences:**

- May be provided by County Vendor.
- See through plastic finish, motion activated
- Battery powered
- Model/Basis: GP EnMotion



**Toilet Seat Cover Dispenser Preferences:**

- Install directly behind toilet.
- Stainless steel finish
- Wall mount, bottom feed cassette for half-fold flushable seat covers
- Model/Basis: Safe-T-Guard

**Safe-T-Gard™ 1/2 Fold Seatcover Dispenser**  
1/2-fold seat cover dispensing system provides increased protection against germs at an economical cost.



**Hand Dryer Preferences:**

- AC Powered less than 15 amp, motion sensor controlled air blower with a maximum sound generation during use of 65decibels.
- Located convenient to sink(s), on a tiled wall, and to minimize noise from operation escaping from toilet room.
- Model/Basis: Toto Clean-Dry recessed mounted ASI-Royal 20199, and Palmer BluStorm HD955 acceptable, also



**Sanitary Napkin Disposal Preferences:**

- Provide in each Women's room stall a Stainless Steel US-32D finish surface (3 inch max projection or flush mounted, if possible) sanitary napkin disposal.

**Trash Receptacle Preferences:**

- Counter top waste shoot with grommet to trash bin located undercounter.

**Mirror Preferences:**

- Individual or full width tempered glass mirror at each sink or lavatory.
- Stainless steel mirrors are not acceptable.
- Tilt mirrors are not acceptable.
- Do not specify a shelf with the mirror.
- Each mirror is to be sized and installed at height to meet accessibility (ADA) requirements.

**Coat Hook Preferences:**

- Coat Hooks are to be provided on the back side of each toilet stall door with concealed fasteners.
- Coat Hooks are to be Aluminum or Stainless Steel.
- Model/Basis: Bobrick B-2116 or equal

**Baby Changing Table Preferences:**

- Locate in each group restrooms and family restrooms in children's area.
- Surface mounted, horizontal Stainless Steel at accessible (ADA compliant) height and location (opened or closed position).
- Model/Basis: Bobrick KB-110 SSWB

**Handicapped Access Grab Bars Preferences:**

- Locate in each group restrooms where require to comply with accessibility (ADA) requirements.
- Specify concealed fasteners for mounting.

## **FIRE EXTINGUISHER & CABINET**

### **Intent:**

Fire Extinguishers are to be installed in obvious but unobtrusive locations as required by code (including accessibility codes). Typical fire extinguisher is to be 8 lbs. Ammonium Phosphate Powder, Class ABC. Fire Extinguishers in public areas are to be located in a Semi-recessed (3.5 inch maximum projection) Stainless Steel cabinet, appropriate for the size of the extinguisher, with a clear, flat glass door and keyed lock. Extinguishers in staff only areas may be mounted on a standard wall bracket.

## **AED & CABINET**

### **Intent:**

An Automatic External Defibrillator (AED) shall be located near the circulation desk, in public space. The AED is to be housed in a surface mount Stainless Steel non-lockable glass front cabinet that is security enabled, with a strobe light and audible alarm. A wall mounted sign shall be located 80 inches above floor directly over the AED cabinet. The AED cabinet and kit is to be provided according to the Specifications for Cardiac Science Powerheart G5 Automated External Defibrillator (AED) (attached at the end of this section.).

## **MARKER/TACK BOARDS**

### **Intent:**

Marker, Chalk and/or Tack Boards are to be provided where indicated in the Building Program or where proposed by the architect for approval by the County. Writing surfaces may be a durable metallic or plastic surface that covers an entire wall, or may be a manufactured marker board of a specific standard shape to be permanently mounted to the wall surface. Dry erase markers with a housing/holder must be provide with each writing surface.

## **FACILITY DEDICATION PLAQUE**

### **Intent:**

Fulton County has established policy (600-71) for the process and specification of dedication plaques, as follows;

- A dedication plaque shall be provided on all new facilities and extensive renovations (where the renovation exceeds 50 percent of the replacement value of the facility or when the facility undergoes a change in use or purpose
- The dedication plaque will be furnished as a part of the construction of the new facility.
- The plaque will be mounted on the exterior of the building near the entrance more precisely located by the design Architect.
- The design for the plaque and location must be according to County Policy 600-71, and approved by the Director of General Services. A plan showing the location of the plaque, and elevation drawing of the plaque showing the design for text and graphics on the plaque, textures, finishes and borders and the wall material on which the plaque is mounted.
- Dedication plaques shall be 24 inches x 24". An example of the text and graphic form of the plaque is provided on the Guide Sheet, attached.

Dedication Plaque Guide Sheet



Facility Name

Board of County Commissioners

Name, Chair

Name, Vice Chair

Name, District #

Name, County

Manager Name,

County Attorney

Firm Name,

Architect

Firm Name, Construction Manager

Awarded – Date

Dedicated - Date

**SPECIFICATIONS****CARDIAC SCIENCE POWERHEART G5 AUTOMATED EXTERNAL DEFIBRILLATOR (AED)****DEFIBRILLATOR**

Operations:	Fully automatic
Waveform:	STAR® biphasic truncated exponential
Therapy range:	(J) 95J to 354J (adult)
Fast shock feature:	5 energy protocols available
Voice prompts:	RescueCoach™ prompts provide user-paced instruction Text screen Displays rescue prompts and critical rescue information
Audible alerts:	Voice prompt, system alert
Synchronized shock:	Built-in automatic synchronization feature
Pacemaker pulse detection:	Yes
Synchronized shock:	Built-in automatic synchronization feature
Pacemaker pulse detection:	Yes
Pediatric capability:	Therapy range (VE) 22J to 82J, pediatric prompts
Dual Language:	Latin American Spanish
Customizable:	Voice prompt, CPR settings, and shock protocols via AED Manager
CPR:	Metronome for CPR compression rate
Visible indicators:	Rescue Ready®, battery, service, and pad status
Warranty:	8 years

**PHYSICAL/ENVIRONMENTAL**

Dimensions	(H x W x D): 3.4 in x 9.0 in x 11.8 in (9 cm x 23 cm x 30 cm)
Weight:	5.7 lbs. (2.6 kg), including battery and pads
Dust/water resistance:	IP55 (IEC 60529)
Operating temperature:	32 °F to +122 °F (0 °C to 50 °C)
Altitude:	-1,253 ft. (-382 m) to (15,073 ft.) 4,594 m
Drop:	MIL-STD-810G, 516.6 (Procedure IV) for 1.22 m drop
Shocks:	MIL-STD-810G, 516.6 (Procedure 1)
Vibration (sine and random):	MIL-STD-810G, 514.6 (Procedure 1, Cat 24)

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EMI (radiated/immunity): IEC 60601-2-4

**PADS Intellisense™ Defibrillation Pads**

Type: Disposable, non-polarized (pads can be placed in either position)  
(2 sets per AED unit)

Shelf life: 2 years

**BATTERY Intellisense® Lithium Battery**

Guarantee: 4-year, full operational replacement

Capacity: 420 shocks (typical) at 300VE

**AUTOMATIC SELF-TESTS**

Daily, weekly, and monthly: Electrical circuitry, AED software, medical grade battery and defibrillation pads (presence and function)

Weekly: Includes partial energy charge

Monthly: Includes full energy charge cycle

**EVENT DOCUMENTATION**

Internal memory: 90 minutes of rescue data, multiple rescue functionality

ECG and rescue review: Viewable via AED Manager reporting and configuration software

Communications: USB cable or USB memory stick

**WALL CABINET**

Surface Mount w/strobe/alarm/security enabled

Cardiac Science - (Part No. 50-00392-30)

## 6 - PLUMBING

This portion of the standard provides information regarding the scope of the plumbing systems involved in this program, as well as the County preferences for water efficiency and the quality level of fixtures and maintenance requirements. The designer is responsible to apply engineering principals to define a system that meets applicable code requirements and functions according to this standard. The designer is welcome to suggest alternatives or improvements to the standard for acceptance by the County. Some alternatives may require Life Cycle Cost Analysis from the designer for County acceptance.

### **Scope:**

This portion of the standard applies to piping, and plumbing fixtures for potable water and sanitary sewer between the site utilities connection to each fixture in the building. Piping and fixtures related to Storm Water Drainage, HVAC systems, Natural Gas or Liquid Propane Systems and Fire Protection are included in other portions of the standard.

### **General System Requirements:**

All fixtures, valves and plumbing accessories used on a project for a similar application are to be identical.

Room Numbers are to be indicated on Plumbing Plans.

All toilets and urinals are to be white in color with minimal gap between fixture and wall filled with white caulking.

Supports for wall mounted fixtures including urinals, and toilets are to be heavy-duty carriers with welded steel plate connections anchored to floor.

Hot water shall be provided only where required by code, except if showers are provided; then hot water shall be provided in each shower. *Note that IPC (2009 version) does not require hot water in restroom lavatories.*

Access shall be provided to all working parts of plumbing system.

Isolation/shut-off valves are to be provided at all toilets, kitchen, wall hydrants and other areas where it may be necessary to isolate fixtures for maintenance or replacement. The valve locations must be clearly marked and accessible to staff onsite, in above ceiling location. Individual supply stop valves on faucets that are not concealed should have removable handle or key operation to prevent tampering.

No piping is to be installed in locations subject to freezing temperatures. All hot and cold water piping is to be insulated.

Do not run water or drain lines above electrical or communications closets.

All faucets and fittings in domestic water supply are to be completely lead-free.

## **PIPING**

### **Water Supply Preferences:**

- Use hard drawn Type "L" Copper piping (ASTM B-88) for all locations within the building envelope with less the 3 inch diameter (OD) pipe. Use Type "K" for all other locations.
- Use cast iron piping (ANSI/AWWA C151) where larger than 3 inch diameter pipe is required.
- Insulate hot and cold water piping. Fittings and elbows are to be insulated with pre-formed insulation of the same type as adjacent pipe. All joints and ends of pipe insulation shall be covered with sealing strips.
- Water hammer arresters shall be installed at the top of each riser and on each fixture branch.
- Plastic piping shall not be used for water supply.

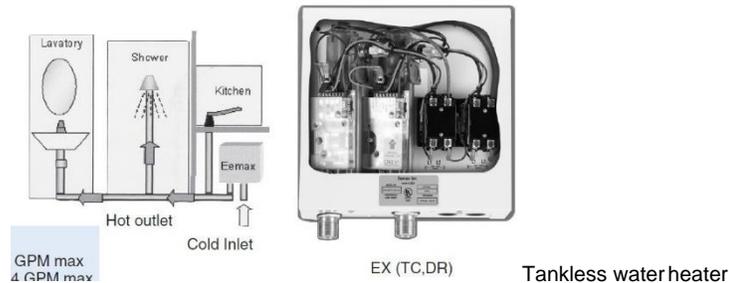
### **Sanitary Sewer & Vent Preferences:**

- Use cast iron with cast iron fittings. PVC or ABS piping may only be used in interior above grade applications.
- Vent piping is to be minimum 4" diameter pipe with hub & spigot joints with neoprene gaskets to vent through roof/exterior.
- Air admittance valves are not permitted within the building envelope.
- Horizontal drain runs shall be no less than 2 inches in diameter. Use a minimum of 3 inch diameter where multiple sinks are connected.
- All fixtures and drains are to be provided with vented traps and automatic trap primer. The primer valve is to be located in an accessible concealed location.
- Cleanouts shall be provided at the base of each stack and at where piping changes direction. Cleanouts are to be 4 inch diameter with cast brass screw plug with raised nut. Cleanouts in floor slabs shall be recessed with flush access plate. Located cleanouts in floors strategically to be unobtrusive, but accessible for maintenance.
- Floor drains shall be provided in all restrooms, janitor closets, mechanical rooms and at water fountains. Floor drains are to be sized according to application; made of cast iron with an adjustable mounting height nickel-bronze strainer with tamper proof fasteners. The entire floor of each room with a drain is to slope to the drain.

## FIXTURES

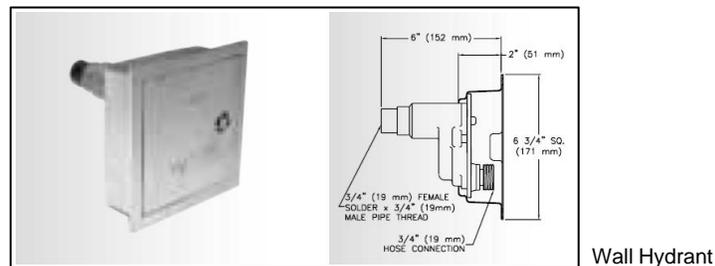
### Water Heater Preferences:

- Use tankless electric water heater capable of serving multiple fixtures in a group. Locate under counter and below the level of the faucet (or water outlet) near the fixtures served.
- Hot water temperature is to be between 110 & 120 Degrees F.
- Water Heater Basis: Eemax Series 3 (other manufacturers; Bosch, Chromonite, Rheem)



### Wall Hydrants Preferences:

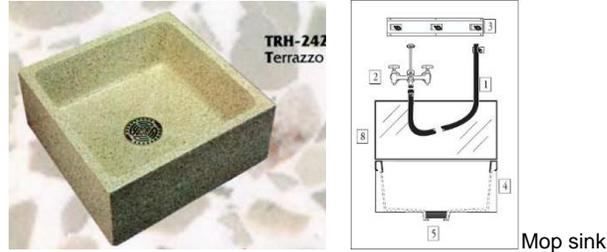
- Specify self-draining wall hydrants with vandal-resistant integral vacuum breaker with heavy metallic box for moderate climate installations and keyed valve operation.
- Provide wall hydrants on the exterior of the building, one for each 100 lineal feet of perimeter and in each restroom.
- Wall Hydrant Basis: Zurn Z1330-C (other manufacturers; JR Smith, Josam, T&S Brass)



Wall Hydrant

### Mop Sink Preferences:

- Mop Sink shall be floor mounted 24 inch square X 12 inch deep precast terrazzo with Stainless Steel rim guard and dome strainer over the drain.
- Mop Sink Basis: Acorn TSH-24-SSP (other manufacturers; Fiat, Florestone)
- Mop sink faucet to be provided with a vacuum breaker, hot & cold stops, bucket hook with top brace. Faucet to be installed with a 5/8" diameter rubber hose 5 foot long with a clamp.



Mop sink

### Toilets Preferences:

- Public and Staff toilets are to be wall hung, top spud flush valve type vitreous china with elongated bowl design for a water consumption of not more than 1.28 gallons per flush.
- Provide compatible hard-wired, auto-sensor flush valve with mechanical override button and chrome plated finish. Flush valve with self-recharging battery operator acceptable, also.
- Seat is to be heavy duty, white, solid plastic, open front (no cover) with stainless steel internal self-checking hinge (noslamming).
- Toilet Basis: Kohler K-4325 (Kingston) (other manufacturers; Crane, American Standard, Eljer, Gerber, Toto)
- Flush Valve Basis: Sloan Royal Optima – 111-1.28 ES-S TMO (other manufacturers; Kohler, Metroflush, Toto, Zurn)



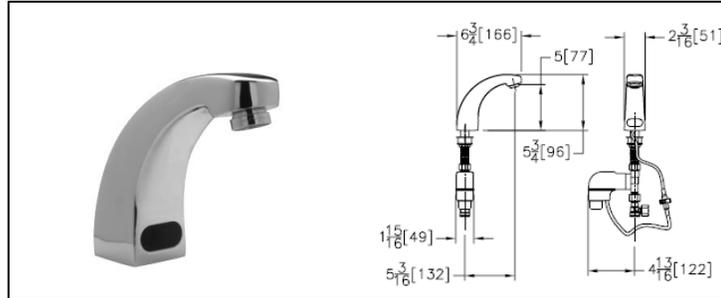
Wall Mounted Toilet &amp; Flush Valve

### Urinal Preferences:

- Urinals are to be waterless wall hung vitreous china fixtures mounted on foot supported carrier. All urinals are to be accessible, and all are to be installed at accessible height.
- Urinals that use a disposable liquid sealant cartridge are not acceptable.
- Maintenance procedures for the urinals are to be posted in the Janitor Closet.
- Acceptable Manufacturers include: American Standard, Duravit, Ecotech, Kohler, Urimat, Zero Flush, Zurn

**Restroom Hand Sink Preferences:**

- Sinks may either be integral with the solid surface counter or self-rimming, oval, counter mounted vitreous china with front overflow drain.
- Restroom faucets are to be cast brass spout infrared sensor operated with maximum 1.5 gallons per minute flow rate and vandal resistant, readily replaceable aerator.
- Basis: Zurn Aquasense Z6913-ACA (other manufacturers; Chicago Faucets, Eljer, Kohler, Toto).



Lavatory faucet

**Public Craft/Kitchen Sink Preferences:**

- Sinks in public areas may be integral with counter top, or self-rimming Stainless Steel counter mounted unit with sound shielding. Sinks are to be single bowl with an approximate length and width of 22 inches and a depth of 10 inches.
- Faucet is to be (lab type) sink mounted with swivel gooseneck spout with one side stop paddle (cold water only) with low flow 1.5 gpm vandal resistant readily replaceable aerator. Provide inline vacuum breaker if hose connection is included. Finish to be selected by designer.
- Basis: Speakman 7114-GB (other manufacturers; Chicago Faucets, Kohler, T&S Brass).

**Staff Kitchen Sink Preferences:**

- Sinks in public area may be integral with counter top, or self-rimming Stainless Steel counter mounted unit with sound shielding. Sinks are to be double bowl with approximate dimension of 34"W x 22"L x 9"D.
- Faucet is to be (lab type) sink mounted with swivel gooseneck spout with side stop paddles each side (hot & cold) with 2.2 gpm flow and readily replaceable aerator. Finish to be selected by designer.
- Basis: Speakman 7124 (other manufacturers; Chicago Faucets, Kohler, T&S Brass).

**Staff Shower Preferences:**

- Locate shower(s) near, but not directly accessible from staff restrooms.
- Use transfer type accessible shower with ½ inch curb, shower pan floor with center drain, and tile to the ceiling on 3 walls.
- Use folding, wall mounted transfer seat with capacity of at least 400 lbs. with satin finish Stainless Steel seat.
- Shower is to provide a clothes changing area that includes an accessible approach to the shower. The changing area shall be equipped with a clothes hanging rod, shelf and towel bar.
- Provide a hookless plastic shower curtain with weighted bottom fringe with Stainless Steel Rod.
- Fiberglass or plastic shower enclosures are not acceptable.
- Shower controls basis: Speakman SM 3040 (Other manufacturers; Acorn, Bradley, Kohler)
- Seat basis; Swanstone BF2300 (other manufacturers Bobrick, Bradley, Brey-Krause, E.L. Mustee)
- Grab bars Stainless Steel configured per the Georgia Accessibility Code.

**Interior Water Fountain Preferences:**

- Double (dual height) accessible (ADA Compliant) wall mounted fountain Stainless Steel, enamel painted cast iron, or vitreous china with one accessible water bottle filler.
- Stainless Steel construction must be heavy gage resistant to denting.
- Either cold or tepid water fountain is acceptable.
- Locate near group toilets.



## 7 - MECHANICAL (HVAC SYSTEMS)

The mechanical system is to be designed specifically related to the building that it serves to provide a thermally comfortable interior environment, maintain healthy air quality, and control humidity in order to protect the library collection and other sensitive contents of the building. For detailed information regarding system design preferences, please see attached specifications, see attached Fulton County standards.

**Reliability** is the highest priority of the mechanical (HVAC systems). The operation of the library facility depends on the continual operation of the mechanical systems. The mechanical system should be as simple as possible; operating with minimal preventative maintenance or intervention by onsite staff. When maintenance is required the system shall be configured for quick diagnosis, and easy access for maintenance or repair.

**Performance** shall be in accordance with environmental parameters set in the design process, based on ASHRAE Standard 55 and the considerations stated in the Building Program related to the specific design of the building, under actual seasonal conditions. Among the design considerations that are important to the performance of mechanical systems are energy efficiency and quiet operation.

**Security** from tampering with the equipment or the operation of the system is critical to the reliability of the system. All components of the system are to be placed in secure locations with robust protection against theft that do not affect the optimal operation or maintenance of the system.

### Scope:

This portion of the standard applies to Heating, Ventilation, Exhaust, Cooling, Air Conditioning, and humidity controls equipment and all related pumps, piping, air distribution devices and control systems. Relays required for interface with Fire Alarm Systems are to be located and specified as a part of the mechanical system design.

### General System Requirements:

The mechanical systems of the library building will be designed to operate on a daily cycle of control for each zone of the building. The separate zones of the building will include, at a minimum

- (1) Staff zone
- (2) Collections and Reading Rooms Zone
- (3) Entry Lobby and Meeting Rooms Zone

Additional zones may be provided based on sun exposure conditions or separation of spaces within the zones described based on intended use. Each zone will have environmental control set points (temperature, humidity, etc...) for two modes of operation based on whether the zone is occupied or not (open/closed). The entire building will generally operate in occupied mode when the library is open. All zones will generally maintain the set points for occupied mode when the building is open. The day

to day operation of the system will be based on a timed sequence input from a centralized digital control system with onsite, or remote override capability for each zone.

The parameters for the mechanical design will be established with the designers based on code requirements, considerations stated in the Building Program and the specific design of the building. The mechanical systems will be determined with Life Cycle Cost Analysis as a basis, assuming as long as practical life span of the system. Replacement of the parts of the mechanical system must not require major building demolition and repairs. Readily replaceable parts shall be used throughout the system.

HVAC equipment should be sized for average load rather than peak load. An energy recovery unit as part of the system should be considered as a life cycle cost option.

Avoid location of any equipment, air intakes or exhaust vents on the roof of the building.

Avoid gas heat. The library does not have any other use for gas utility and does not wish to establish and maintain a gas connection solely for heating.

Geothermal Heat Pump systems may be considered. Geotechnical investigation must be done early in the design to determine the feasibility and configuration of the proposed system. Confirmed incentives that are available for the installation of the proposed system may be included in the life cycle cost analysis.

System warranties are to be considered during design, based on the type of system specified.

## **HVAC EQUIPMENT**

### **Chiller/Condenser Preferences:**

- For A/C loads less than 200 tons (but greater than 60 tons), an air cooled, reciprocating chiller is preferred.
- For A/C loads under 60 tons a split system heat pump with series of large commercial grade, semi-hermetic condensers may be considered.
- Chiller(s) should be mounted on a concrete pad, above grade, adjacent to the building in a location out of prominent view or hearing by the public.
- The chiller, as well as any other exterior mechanical equipment must be protected from unauthorized access with a strong burglar proof enclosure system. The enclosure must include a concrete floor that does not allow entry by digging under enclosure; walls and a lid that are consistent with the appearance of the building, and allows free flow of air required by the equipment.
- Chillers shall have self-diagnostic panel equipped to display chiller water and condenser water temperatures (entering/leaving); Evaporator and condenser refrigerant pressure; Evaporator and condenser water pressure

(entering/leaving); Oil pressure and sump oil temperature, motor operation and amperage; read faults.

- Use Variable Frequency Drive (VFD) on Pumps over 5 HP, unless the system is shown to be more efficient without the VFD.
- Acceptable manufacturers; Carrier, Johnson/York, McQuay, Trane.

**Energy Recovery Unit Preferences:**

- An energy recovery or heat recovery unit may be considered as part of the mechanical/ventilation system to increase the efficiency of the HVAC system. The cost of the installation and replacement parts over time must be considered relative to the efficiency of the system.

**Air Handler Units Preferences:**

- The preferred configuration for air handlers is for multiple units to be located in one central mechanical room, serving different portions of the building with short runs of duct work. Otherwise air handlers should be located in separate mechanical rooms central to the chiller.
- Air handler shall be insulated double-wall construction, metal faced construction.
- Set Air Handler on 4" high concrete housekeeping pad with vibration isolators provided as part of the AHU.
- Provide and indicate clearance required for coil and filter replacement and maintenance access to air handlers on mechanical details.
- Filters are to be standard, readily available sizes.
- Do not install disconnects and related electrical devices on the air handling unit(s).
- Provide condensate drain with cleanouts per ASHRAE 62.1
- Acceptable manufacturers; Carrier, Johnson/York, McQuay, Trane.

**Exhaust Preferences:**

- Indicate exhaust in all restrooms and kitchens.
- Couple or gang exhaust ducts to reduce the number of fans and building penetrations.
- Use centrifugal fan(s) with motorized damper(s) or wall caps located away from public areas. Avoid placing fans or outlets on roof.
- Locate exterior exhaust outlet remote from exterior public areas.

**Ceiling/Wall Fans Preferences:**

- Fans may be considered to supplement air circulation, or as a part of a ventilation system that would operate if the building mechanical system breaks down.
- Consider high volume low speed fans in high bay areas only. Basis of preference; Isis, from Big Ass Fans, other manufacturers; Macroaire, Rite Hite
- Small diameter fans may be used on exteriors; covered area must be manufactured for exterior use and must be mounted in locations protected from vandalism.

**Ductwork Preferences:**

- Ductwork is preferred to be run above ceilings low enough to access without extending a ladder above ceiling height.
- Access doors are to be hinged.
- Supply ductwork in concealed locations is to be insulated externally with a vapor barrier jacket.
- Return air is not required to be ducted, however, portions of return air should be ducted to reduce noise. Return air ductwork is to be lined internally with sound attenuating insulation.
- Exposed ductwork must be insulated double wall construction with a paintable exterior finish.
- Avoid using square elbows on supply ductwork.
- Use running vanes in supply ductwork; do not use turning vanes in return ductwork.
- Limit flex duct to straight runs less than 6 feet in length.

**Air Distribution Device Preferences:**

- Fan powered terminal units or VAV boxes shall be located away from noise sensitive areas (including circulation and service desks).
- Provide space to access terminal units and VAV boxes.
- Sound traps are to be provided to transfer air through meeting room walls, and walls between public and staff areas.

**Mechanical Piping Preferences:**

- Chilled water piping to be Schedule 40 for pipe diameters 2 inches or less with threaded connections and Ductile Iron with mechanical fittings or welded connection for pipe diameters greater than 2 inches.
- Run mechanical piping above ceiling. Avoid running mechanical piping below slab or grade.
- Specify strainer or filter in front of pumps or bypasses with temporary pumps to protect the equipment during construction.

**ENVIRONMENTAL CONTROL SYSTEM(S) (OR BAS)****System General Description:**

The County currently uses several different proprietary controls or building automation systems. The mechanical designers and the County will confirm the appropriate control system during design. The controls must be consistent with the County's Energy Management Strategy. The following is a system description:

The system is intended to provide direct digital control of multiple building/facilities including such building functions as HVAC, alarm systems, along with lighting, door access and fire alarm systems. The control system shall be web accessible, and shall be capable of displaying, printing and archiving current, and historical data regarding the operating functions listed above.

The system is to include software, controls hardware, input/output devices, wiring and control power, actuators for dampers, valves, and equipment, operations and maintenance training, special maintenance tools and warranty.

The direct digital control Building Automation System (BAS) shall have open protocol (BACNET) compatibility. The system shall be built of standard components that can be replaced within 48 hours. The system shall not require any customizing of the hardware.

If an "integrator framework" is considered to link various building control systems and devices into one interface then the framework will be considered for multiple projects to reap the benefit of a unified interface.

The BAS system display should be menu-driven graphical interface that groups all controlled or monitored elements in a clear and logical system. The system display shall have tutorial prompts for zone-by-zone control of temperature, scheduling, and equipment failure reporting for each facility under control. Individually assigned password security system to prevent unauthorized use shall be written into the software with at least 4 levels of access/control responsibility.

#### System Architecture:

The system shall be modular architecture, permitting expansion through the addition of processing units, input/output devices, sensors, actuators and control stations.

Onsite controls shall not be dependent on external communication. Control station shall not be necessary to sustain building operation.

Controller point monitoring must have the capability to process a the full range of possible input protocols (including binary, analog, floating point)

#### Basic System Functions:

1. Equipment monitoring and alarm function including information related to diagnosing equipment problems.
2. Automatic outbound dialing with emergency escalation
3. Time based scheduling controls and holidays on facility on a global basis
4. All system points programmed to report alarm conditions identifying facility location and point location.
5. Display set points, adjustable settings for alarms, and preset overrides for equipment controls.
6. Auto-reset without operator intervention.
7. Individual controllers shall be programmed to override schedule or energy efficiency settings and be preset amounts so that equipment will not be damaged, and/or health and safety compromised.
8. Various programmable alarm notices

**Sensor/Controllers:**

Controllers and sensors shall operate on building electrical current; a program control station shall have its own microprocessor and batter power supply with automatic converter to maintain operation in stand-alone mode for at 48 hours. Upon restoration of power, the control unit shall resume full operation without operator intervention.

Sensors that are vandal resistant shall be located in each zone of public areas with no on-the-spot control function. Finish of housing is to be Stainless Steel US-32D.

Controllers shall operate as a part of the building-wide control system and as an independent entity when not in communication with other controllers or the control system.

**Minimum Set Points:**

The following commands, display and data shall be available at operator terminal or connection:

1. Set points (for occupied or un-occupied mode and Summer/Wintermode)
2. Air Handler Unit Status/Control
3. Heat exchanger, energy recovery unit status
4. Fan status/control (w/ percent of full speed measure)
5. Outside air temperature
6. Mixed air temperature
7. Supply air temperature
8. Return air temperature
9. Coldest and warmest zone
10. Static pressure of ducts, FTUs or VAV boxes
11. Freeze protection status
12. Alarms (temperature, airflow, pressure)
13. VFD (Output)
14. Damper position (with percent of full open)
15. Valve Positions (with percent of full open)
16. Pump status/control

Acceptable Manufacturers; Siemens, Trane, Carrier,

See other sections of the standard guidelines for functionalities other than mechanical operation (such as lighting, power).

**Identification****Pipes & Valves:**

- Stencil paint or use permanent adhesive back vinyl sign to identify type of service and direction of flow.
- Place arrow indicating direction of flow near all valves on chiller piping and water supply piping.

- Letter size should be large enough to be readable by a person standing on the floor.

## **System Start-up**

### **Hydronic System Cleaning:**

- Design engineer to specify and detail thorough flushing and cleaning of the hydronic piping system to be performed prior to system operation.
- Remove construction strainers and protection of existing equipment.

### **Air Handling System Cleaning:**

- Replace all air filters after the final rebalancing of the mechanical system.

## **System Test & Balance**

### **TAB Preferences:**

- The Architect's mechanical designer is to provide detailed specifications for Testing and Balancing (TAB) and adjusting of the mechanical system. This work shall be clearly indicated to be included in the construction contractor or Construction Manager's scope of work.
- The TAB is to be provided by a firm certified by the National Environmental Balancing Bureau (NEBB) or the Associated Air Balance Council (AABC). The TAB scope of work is to be coordinated with the scope of the Architect's Commissioning Agent and the LEED certification process.
- The TAB firm shall not be associated with the design or construction of the project in any other way but the TAB.
- The test shall begin immediately after equipment has been started and re-balanced prior to Substantial Completion.
- Mechanical systems are to remain in full operation once TAB is started.
- Re-Balance and Re-test(s) shall be performed after the building has been occupied for a period less than 30 days to rebalance the system to meet required temperature settings based on actual occupied conditions.
- The TAB firm shall schedule two visits after the rebalance in order to make seasonal adjustments.
- The installation shall not be considered complete until a final report has been submitted by the TAB firm and by the Architect.

## 8 - ELECTRICAL

The electrical system is to be designed to safely (per NFPA 70 & NEC) provide power to the facilities of the library including lighting, mechanical and library equipment used by the staff and the public. The function of the lighting and portions of the power system will be controlled by a Building Automation System. Power may be required for access control doors with electrified trim. It will be important to coordinate the electrical design with many other related consultants (security, communications, etc....).

The design for the power distribution and lighting systems must reflect the county's commitment to energy-efficiency in operation of county facilities.

Exterior Building Lightning protection is not specifically required. If lightning protection is provided it shall be detailed on drawings. Grounding is required per NEC requirements and IEEE guides for the type of system.

### **Power**

#### **Electrical Utility Connection Preferences:**

- Clarify location of transformer with utility provider. Locate away from public access and close to the electrical switchgear to reduce the length of the secondary connection as much as possible.
- Maintain clearances around transformer as required by utility provider.
- Clarify scope of transformer installation in the design phase. Detail any items needed to set the transformer that are not provided by the utility provider.
- Install all onsite utilities below grade rather than overhead.
- Secondary power connection is to be run in rigid steel conduit buried a minimum of 48 inches deep with warning tape buried above. Radius bends conduit twelve times the diameter.
- Use Aluminum conductors sufficient to carry the electrical load for service connection.

#### **Main Electrical Room Preferences:**

- Provide dedicated electrical room for location of main service disconnect, distribution panels (switchgear) in a high and dry location. The electrical room is to be accessible from the interior of the building.
- Main Electrical Room is to be sized to fit panels and equipment required, in accordance with NEC requirements. Provide wall and floor space for two additional future panels equal to the size included in the design.

#### **Electrical Panel Preferences:**

- Specify distribution panels with a minimum of 10 percent spare capacity.
- Branch panels may be flush mounted on walls in staff only areas. Otherwise branch panels are to be located in lockable closet(s).

- Specify labeling of panel with plastic engraved sign above panel doors and machine printed letters on adhesive-back table with circuit information on the inside of panel door indicating circuit #, amperage of the circuit and the utility served.
- Install panel boards and accessories in accordance with NEMA requirements. Specify insulation resistance tests for each panel board, bus, feeder and control circuit.
- Acceptable manufacturers; Square-D and Siemens.

**Raceway and Conductor Preferences:**

- All interior power conductors are to be jacketed copper wire listed and labeled by a nationally recognized testing laboratory. Wire up to No. 10AWG is to be single solid, larger wire is to be stranded.
- All power wiring is to be run in conduit or duct with appropriate fittings.
- Conduit is not be exposed outside of utility rooms (electrical, mechanical, janitorial).
- Conduit installation is to be organized. Similar runs are to be grouped, and run parallel. Conduit is to be vertically and horizontally square with structure.
- Specify conduit and raceways to be galvanized, or plastic material manufactured to serve intended purpose. Secure conduit to structure with unistrut system, clamps or split ring hangers.
- Conduit is to be loaded per NEC guide lines (40%). Provide full length pull string in empty conduit.
- Site conduit per NEC 300-5 with trace tape.

**Pull and Junction Box Preferences:**

- Boxes shall be galvanized metal conforming to NEMA OS 1 with scew-on cover plate.
- Boxes are not to be installed back-to-back, provide at least 6 inches of separation between boxes on opposite sides of the same wall.
- Secure all boxes to substrate or to stud/joist on each side if located in frame wall.
- Floor Boxes shall be set so the face plate is level and flush with finished floor and shall be tamper resistant. Box specification will be coordinated with Technology consultant to include data jacks and/or telephone in addition to power.

**Outlet and Switch Plate Preferences:**

- Wall mounted outlet and switch cover plates are to be Stainless Steel, US32D finish with matching screw mount.
- Toggles and outlets connected to normal power are to be grey (Emergency power is to be red).
- Wall mounted telecommunications outlets are to be 4-port with 2 integral label holders with telephone jacks color grey, and data jacks color black.

- Floor Boxes for Electrical and Data will be specified by Technology Consultant.
- Print the circuit for each electrical outlet on back side of coverplate.
- See Lighting Controls Section of this guideline for light switch designation.
- Locate switches for general lighting in staff controlled areas.

## **Lighting**

Refer to the building program for lighting philosophy and desired levels. Glare is a major concern for reading, and computer use. Task lighting will be selected with the development of the Furniture, Fixtures and Equipment Design.

### **General Design Considerations:**

Consider maintenance, including bulb, ballast or fuse changing in the design. Do not locate lamps that require tall ladders or lifts to change bulbs/lamps.

Use standard light fixtures with readily replaceable lamps, lenses, ballasts. Fixtures that require the replacement of the entire fixture rather than the damaged component are not to be specified.

Avoid incandescent and mercury-vapor light fixtures.

Use T5 or T8 fluorescent Lamps. Do not use fluorescent lamps over 48 inches long, or non-standard shaped bulbs, or ballasts. Specify rapid start ballast rather than instant start.

Typically lamps should be at least 3500K.

Emergency lighting is to be provided for all means of egress at the level of illumination and duration required by code. Use Emergency Ballast with battery back-up to provide power for required lighting to lights normally AC powered. Emergency ballast is to be "no maintenance product the charge indicator light for battery and test switch. Emergency pack "bug-eye" type lights are not preferred.

### **Lighting Controls Preference:**

- All lighting shall be connected to a lighting control system that can be controlled remotely through the web-based Building Automation System or by onsite switches.
- The Central onsite controls should be centrally located in staff controlled location determined by the architect and engineers for each project.
- Where occupancy sensor/motion detection is called for in the building program for lighting control; provide ultrasonic type ceiling mounted sensors.

- On/Off Light Switches are to be grey toggle with Stainless Steel US32 cover plate.
- Dimmer Switches, where called for in the Building Program, are to be grey slide, with preset graduations, with a grey plastic molded coverplate.

**Exterior Lighting Preferences:**

- Specify building mounted or pole mounted LED with cut-off so no lighting is projected above horizontal.
- Except where design requirements dictate otherwise, provide standard box/cylinder type fixture mounting, on a  $\pm 20$  foot aluminum pole, finish to be selected by architect.
- Consider mature tree growth in lighting fixture placement.
- Select light fixtures to allow re-lamping to be accomplished quickly without specialized tools.
- Lighted bollards, and façade/uplighting of the building or trees is discouraged.

**Office/General Lighting Preferences for Suspended Ceilings:**

- Low profile 2x4 lay-in type fixtures with T5 or T8 fluorescent lamps and parabolic reflectors or LED troffer.

**General Collection (Shelving) Areas:**

- Pendant Mounted linear indirect (up light) fixtures with some down lights is effective for shelf lighting. Lamp may be fluorescent or LED.

**Down Lighting Preferences:**

- Recessed or surface mounted down lights are to be specified with clear, aluminum reflectors and compact fluorescent lamps.

**Exit Signage Preference:**

- Edge lit LED product on clear/mirror media with green letters and battery back-up power in compliance with Life Safety requirements.
- Consider visibility in the direction of egress travel when locating signs.
- Basis of preference is Lithonia EDG, other acceptable manufacturers; Juno, Lightolier, many others

## 9 - FIRE PROTECTION & FIRE ALARM SYSTEMS

The Fire Protection and Fire Alarm Systems are to be design specifically to meet or exceed life safety requirements of authorities having such jurisdiction over the project. These guidelines are to be followed to the extent they do not over rule local requirements.

### **FIRE PROTECTION**

#### **System Design Preferences:**

- Automatic fire protection is assumed to be necessary in all the facilities included in this program. The designer should review any consideration of omitting fire protection as part of the design with the County prior to negotiating with the local code authority.
- The preferred automatic fire protection system is wet pipe system with a separate metered water connection and flow switches on feeder lines that are tied to the fire alarm and electronic Building Automation System (BAS).
- The design drawings should include the locations of the following components of the Fire Protection System (for review and approval by the County):
  - a) Fire Department Connection(s)
  - b) Pump(s), where required
  - c) Manual Valves
  - d) System Drains
  - e) Inspection Station(s)
- Assume the design drawings are to include location of main lines with all sprinkler heads located. Piping design of the feeder lines, and laterals and final hydraulic calculations may be deferred to construction. Submittal requirements for deferred design is to be specified in detail.
- Maximum length of flexible piping is 5 foot.
- Design systems to easily accommodate expansion of the library. Verify the extent of future expansion with the County prior to beginning of design.
- Designer is to define hazard level based on understanding of the Library Program. Ordinary Hazard is expected for this facility.
- Coordinate required signage for the system with Wayfinding Consultant.
- The system is to be design to conduct water with no additives such as glycol, and anti-freezing agents.

#### **FP System Product & Installation Preferences:**

- Wall mounted fire department connection (FDC) near the fire protection service entrance to the building with rough chrome finish is preferred unless AHJ prefers free standing type.
- All piping is to be hot-dipped galvanized, black iron pipe designed for applicable pressure. Thin wall or plastic pipe is not acceptable.
- Insulate fire protection where required by exposure.

- Welded, screw threaded, or roll-groove (Victaulic) pipe connections are acceptable.
- All sprinklers are to be quick response UL and/or FM approved products.
- Typical Sprinkler heads are to be quick response frangible or fusible, semi-recessed with a chrome body and white ceiling cup.
- Fully recessed sprinkler heads shall be quick response with flush cover plate to match ceiling finish.
- Upright sprinkler heads are to be rough brass body.
- Paint all fire protection piping exposed to view in public areas.
- Basis of preference for sprinkler heads are Tyco, Reliable, or Viking.

**System Testing Preferences:**

- All testing required by the local authority (AHJ) are to be included in the specifications.
- Testing is to be witnessed and/or results are to be reviewed by the Architect and County representative for construction.
- The Architect is to deliver a letter to the County representative prior to final completion stating that the Fire Protection System has been tested according to the specifications, and that no deficiencies were found.

**FIRE ALARM****System Design Preferences:**

- Each Library is to be equipped with an automatic fire detection and alarm system. This system is to be connected the Building Automation System (BAS) to provide condition status as outlined in these guidelines.
- Design is to provide location of Fire Alarm Control Panel, surge protection and secondary (battery back-up) power supply, and all detection and notification devices.
- Dual rate battery charger with low voltage and defective cell alarms and amp meter.
- All addressable loops have loop isolation protection devices to maintain partial fire alarm system integrity should a fault occur. A loop isolation device shall not exceed 20 devices.
- A maximum of 80% capacity of initiating devices is allowed per loop. Additionally, the system shall easily accommodate a future addition to the building. Power supply/Battery to be designed for ultimate number of devices.
- All fire alarm system wiring is to be run in dedicated raceway/conduit system.
- Fire Alarm Control Panel (FACP) is to be specified to be provided with permanent labels. Writing on tape or adhered paper will not be acceptable.
- All components of the system shall be standard, readily replaceable parts.

**FA Detection Device Preferences:**

- The type of detector and the sensitivity of the detector is to be set specifically for its application. The vendor shall verify that the sensitivity and configuration is in accordance with their recommendations.
- Protect Smoke and Heat detectors from dust during construction.
- Heat detectors must have capability of being reset.

**FA Notification Device Preferences:**

- Strobes and speakers/horns should be combined in one device where both are required.
- Ceiling strobes and horns are preferred to wall mounted. Finish is to be white.
- Fire Alarm notification devices are to be design in terms of addressability, loudness, brightness, and weather resistance required by code for the conditions in which the device is installed.
- Manual pull stations are to be point addressable, surface mounted, double action device in red housing with white letters or another color that contrasts with the wall on which the pull station is mounted. Basis of preference is Silent Knight PS-SATK, SK IFP, Firelite, and any non-proprietary addressable panel. Other acceptable products Kidde, Potter, Simplex Grinnell. The FACP is to indicate which station was pulled until manually reset.

**FA Control Device Preferences:**

- Flush mounted Fire Alarm Control Panel (FACP) is to be installed near building security controls. The FACP shall be software controlled with the capability of owner programming.
- The FACP shall have audible and LED display indicating "Alarm", "Trouble" and "Supervisory" conditions with each have a separate distinguishable sound. The FACP shall communicate alarm, status and controls off-site via telephone lines to receivers in the Electronics section offices and to E911.
- Pre-set "Fire Drill" function.
- Auto reset capability for controlled systems.
- Bypass function for specific controlled systems.
- Locate power supply/battery with control panel.
- FACP Basis: Simplex 4100ES, other acceptable manufacturers include Edwards, Silent Knight (Honeywell), Potter.

**FA Testing Preferences:**

- Testing is to be witnessed and/or results are to be reviewed by the Architect and County representative for construction and AHJ, when required.
- Specify function tests to verify the compliant operation of the following:
  - Smoke and/or Heat Detectors
  - Duct Detectors
  - Flow Switches
  - Strobes and/or Horns

September 28, 2016

- Magnetic Releases
- Relays (including AHU shutdown, Fire Protection, Elevator Recall, Exhaust Fans).
- Panel and Remote Operation
- Specify test to verify system functions according to the specifications in regard to the following:
  - Decibel level of audible devices
  - Transition from AC to battery power
- The Architect is to deliver a letter to the County representative stating that the Fire Alarm System has been tested according to the specifications, and that no deficiencies were found.

## **SUBSTITUTION PROCEDURES**

- A. Where the Building Standard Design Guidelines stipulate a particular product, substitutions will be considered up to 10 calendar days before submittal of the GMP.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Design/Builder.
- C. Document each request with complete data substantiating compliance of proposed substitution with the Building Standard Design Guidelines.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedures:
  - 1. Substitution requests should be submitted on the Form provided with this section.
  - 2. Submit one electronic copy of request for substitution for consideration. Limit each request to one proposed substitution.
  - 3. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence. Burdon of proof is on proposer.
  - 4. The Owner will notify the Design/Builder in writing of decision to accept or reject request.



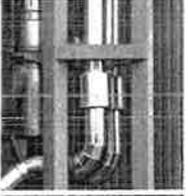


# Fulton County Public Library System Technology Schematic Narrative



TLC Engineering for Architecture  
1650 Prudential Drive, Suite 200  
Jacksonville, Florida 32207

October 10, 2012



Project name

TECHNOLOGY SCHEMATIC DELIVERABLES

**DATA VOICE – Page 1**

- MDF / IDF requirements
- Cabling requirements
- Conduit requirements for data outlets
- Sleeves and penetrations
- Cable support system scope
- Electrical requirements for work stations
- Floor box detail
- Utility Service Duct requirements

**MASTER ANTENNA TELEVISION SYSTEM, SPECIFICATION # 274133 – Page 5**

- Entrance conduits
- Horizontal Cabling
- Conduit requirements

**PAGING SYSTEM, SPECIFICATION # 275116 – Page 6**

- Ceiling speakers
- Amplifier for paging
- Cabling for speakers
- Connection to the phone system
- Conduit requirements

**AUDIO VISUAL PACKAGE – Page 7**

- Digital Signage in the Lobby
- Mondo Pad in the Auditorium
- Virtual Book
- Acoustics / Amplifier
- Projectors
- Collaboration Station

**INTRUSION DETECTION, SPECIFICATION # 281600 – Page 8**

- Keypad
- Control panel
- Motion detectors
- Door contacts
- Duress alarms
- Glass break detectors
- Intrusion detection cabling
- Conduit required
- Low pressure sensor for HVAC systems
- Connection to telephone lines for communications

**ACCESS CONTROL – Page 10**

- Access control panel
- Card readers
- Access Control cabling
- Conduit requirements
- Door contacts
- Door hardware and power supplies for the hardware

**CLOSED CIRCUIT TELEVISION SYSTEM (SECURITY CAMERAS) – Page 12**

- CCTV monitor
- Cameras



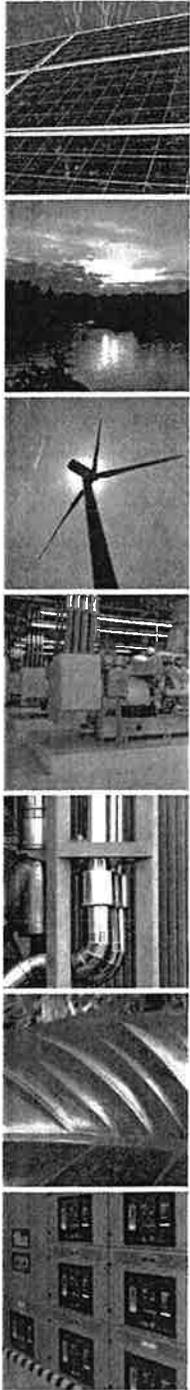


**AUTOMATED LIBRARY EQUIPMENT – Page 14**

- Book return slot
- Self check units
- Staff check units
- Book security gates
- AMHS sorting equipment

**TYPICAL DETAILS – Attachment A**

**RESPONSIBILITY MATRIX – Attachment B**

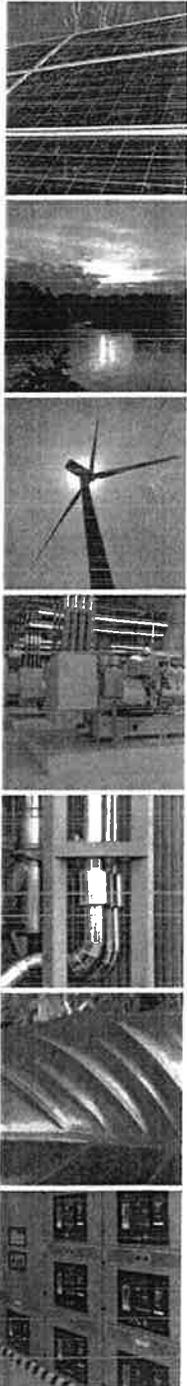


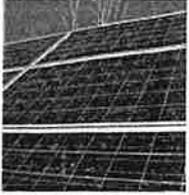


## DATA VOICE

### MDF / IDF requirements

- Dedicated HVAC system for the communications room(s)
  - The Architects Mechanical Engineer will design this system and include in in their drawing package as part of the total design.
  - TLC will provide to the Mechanical Engineer the cooling loads for the space.
  - The room will be conditioned to the following requirements:
    - The HVAC system must maintain a continuous and dedicated environmental control (e.g., 24 hours per day, 365 days per year). If emergency power is available the HVAC system should be connected to it.
    - Maintain a positive pressure with a minimum of one air change per hour in the telecommunications spaces.
    - Maintain a temperature of between 64 deg. And 75 deg. and a relative humidity of between 30% and 55%
- UPS for network
  - The UPS for the network electronics will be mounted in the equipment rack and will be provided and installed by DoIT.
- Electrical for the MDF
  - Telecommunications spaces must be equipped to provide adequate electrical power as follows:
    - Two (2) dedicated, non-switched 208 20A L6-20R receptacles for equipment power, each on a individual branch circuits.
    - Separate duplex convenience receptacles located at 18" AFF and spaced at 6' intervals around perimeter walls.
    - Coordinating light switch location for easy access upon entry.
    - Additional receptacles for power strips depending on amount and type of equipment in the space as shown on the construction drawings.
    - Provide emergency power (if available) with automatic transfer switch to the telecommunications space.
    - Provide a dedicated electrical panel in the telecommunications room.





- This is part of the electrical contractors package and shown on the electrical engineers construction drawings.

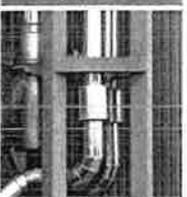
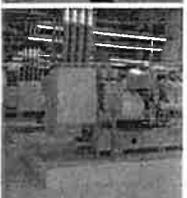
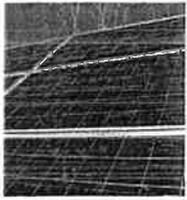
- Plywood wall covering
  - Backboards: Plywood, 3/4 by 48 by 96 inches AC grade painted on all six sides with 2 coats of fire retardant paint. Comply with requirements in Division 06 Section "Rough Carpentry" for plywood backing panels. Fire-retardant treated plywood shall not be used. This wall covering will be provided and installed by the General Contractor as part of the base bid for the building.
- Equipment racks
  - The equipment racks for the Cat 6 patch panels, UPS, Fiber patch panels and network devices will be provided and installed by the county's current structured cabling contractor and are included in the Technology scope of work.
- Cable ladder
  - Cable ladder inside the communications rooms will be provided and installed by the County's current structured cabling contractor.
- Ground bus bar
  - The electrical grounding bar for the communications room(s) will be furnished and installed by the electrical contractor as part of the base bid. This will be connected to the primary building ground.
  - Comply with ANSI-J-STD-607-A

#### Cabling requirements

- The installation of the structured cabling will be provided and installed by the county's current structured cabling contractor and are included in the Technology scope of work. These items include:
  - Cat 6 cabling and termination on both ends
  - Fiber optic cabling and termination
  - Patch panels for both Fiber and Cat 6 cabling
  - Face Plates for the wall outlets.
  - Labeling and testing

#### Conduit requirements for data outlets

The raceway (conduit, back box trim ring and bushing) will be provided and installed by the electrical contractor as part of the base bid.



- Single gang data outlets
  - A data outlet with up to four (4) data jacks will require a 4" X 4" deep electrical back box with a single gang trim ring.
  - One (1) 1" conduit will be required to extend to the accessible ceiling space for the data cabling.
  - The conduits will require a plastic bushing on each end for the protection of the data cabling.
- Double gang data outlets
  - A data outlet with up more than four (4) data jacks will require a 4" X 4" deep electrical back box with a two gang trim ring.
  - Two (2) 1" conduits will be required to extend to the accessible ceiling space for the data cabling.
  - The conduits will require a plastic bushing on each end for the protection of the data cabling.

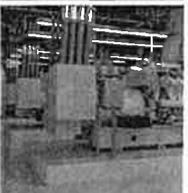
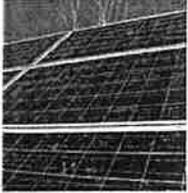
#### Sleeves and penetrations

- All sleeves and penetrations required for the passage of cabling through walls, floors and ceilings shall be provided as part of the General Contractors scope of work.

#### Cable support system scope

- Cable tray
  - The cable tray shown on the contract drawings shall be provided and installed by the General Contractor.
  - This Cable tray may be in the ceiling space or below the raised floor as shown on the contract drawings (see details).
- "J" hooks
  - Where there is no cable tray shown on the contract drawings "J" hooks shall be provided and installed by the General Contractor for the support of the cabling.
  - Hooks shall be spaced no further than 5' apart and sized to hold no more than 40 cables.
  - This "J" hook system may be in the ceiling space or below the raised floor as shown on the contract drawings (see details).

#### Electrical requirements for work stations



- Each workstation will require 110VAC 20A electrical service at the workstation location. This electrical service and associated raceway will be provided and installed by the electrical contractor as part of the base bid.

#### Electrical requirements for Patron Reading Area Electronic Devices (BYOD outlets)

- 25% of all convenience receptacles in the Teens, Children and New Materials areas shall be a combination straight blade and USB style receptacle. The recessed receptacle shall be equipped with a single 120V outlet and (2) USB style power connections suitable for recharging mobile electronic devices.

#### Floor box detail

- Raised floor box
  - This floor box will be provided and installed by the electrical contractor and shown on the electrical drawings by the electrical engineer.
  - The floor box must meet UL wet mop standards.
- Floor box in the poured slab
  - This box will have as a minimum two (2) 1" conduits for communications cabling.
  - This floor box will be provided and installed by the electrical contractor and shown on the electrical drawings by the electrical engineer.
  - The floor box must meet UL wet mop standards.

#### Utility Service Duct requirements

- AT&T entrance conduits
  - For the AT&T utility entrance the General contractor will be required to install two (2) 4" conduits between the MDF and the point of service as shown on the drawings. One conduit will be empty and the other will need three (3) 1" inner-ducts installed in it.
  - This work for the conduits will be included in the scope of the building base bid.
  - AT&T will install the required cabling from the point of service and terminate it on the wall in the MDF.
  - Coordinate this work with AT&T and TLC.

#### Typical details

- See attached.



## MASTER ANTENNA TELEVISION SYSTEM, SPECIFICATION # 274133

### Entrance conduits

- Cable Television entrance conduits
  - For the CATV entrance the General Contractor will be required to install one (1) 3" conduit from the point of service to the MDF.
  - This work for the conduits will be included in the scope of the building base bid.
  - FGTV will provide the cabling from the point of service and the MDF then terminate it on the wall.
  - Coordinate all work with FGTV and TLC.

### Horizontal Cabling

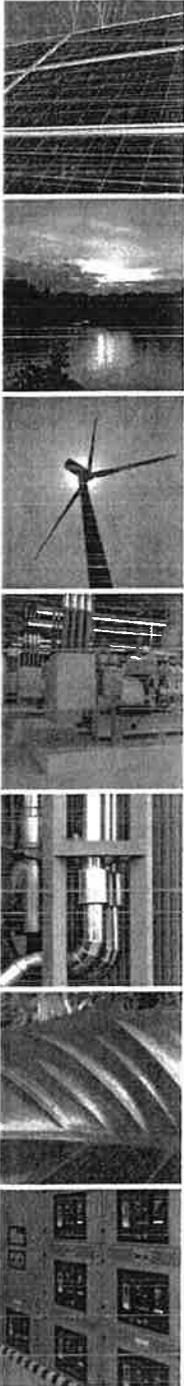
- The horizontal cabling for the television distribution system and termination will be included in the scope of work for the General Contractor.
  - The cable end in the MDF will be terminated on a male "F" connector and left with a 10' service loop next to the FGTV service entrance cable.
  - The cable end at the television outlet location will be terminated in a single gang wall plate with a female "F" connector provided for later connection to a television receiver.
  - Television cabling will be a minimum of RG-6 Coax.
  - Cabling will be plenum rated.
  - Cabling must be separated from EMI electrical sources to eliminate noise and interference on the line.
  - Television cabling must also be separated from data cabling as it could induce RF in the network lines.
  - After the horizontal cabling is completed FGTV will make final connections and adjustments to the signal.

### Conduit requirements

- Conduits for television cabling are minimal and only required in non accessible spaces and open ceilings.

### Typical details

See attached.





## PAGING SYSTEM, SPECIFICATION # 275116

The building paging system will be provided and installed by the General Contractor as part of the base building package. The following list of components are part of the paging System that are included as part of this package.

### Ceiling speakers

- The speakers for the most part are a standard 8" coaxial 70 volt distributed sound ceiling mounted speaker.
- The speaker is typically flush mounted in the acoustical tile ceiling or cut into a gypsum board ceiling.
- Locate as shown on the drawings and coordinate with other trades for final location.

### Amplifier for paging`

- The paging Amplifier will be wall mounted and located in the communications room.
- Refer to drawings and specifications for product information.
- The electrical contractor will need to provide 110VAC 20A near to the amplifier for connection.

### Cabling for speakers

- Speaker cabling will be a minimum of 16 AWG shielded twisted pair
- Cabling will be plenum rated.
- Cabling must be separated from EMI electrical sources to eliminate noise and interference on the line.
- Speaker cabling must also be separated from data cabling as it could produce noise in the network lines.

### Connection to the phone system

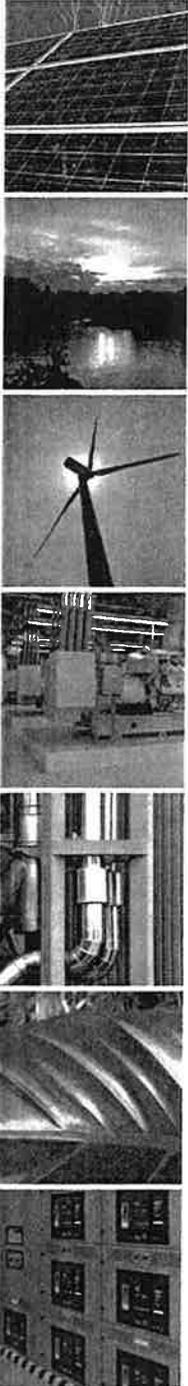
- The TIM (Telephone Interface Module) will be provided and installed by DoIT to provide a connection between the phone system and the paging amplifier

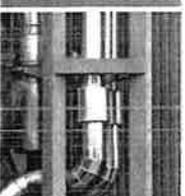
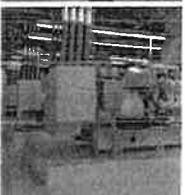
### Conduit requirements

- Conduits for speaker cabling are minimal and only required in non accessible spaces and open ceilings.

### Typical details

See attached.





## AUDIO-VISUAL SYSTEMS

### Digital Signage in the Lobby

- The digital signage in the lobby will be provided by the technology contractor. It will be a stand alone; self encased weather and vandal proof enclosure. Data cabling will be provided by DoIT and power provided by the electrical contractor.

### Mondo Pad in the Auditorium

- The Mondopad will be provided by the technology vendor. It will have the caster kit, and be able to be moved and used throughout the facility. Data cabling will be provided by DoIT and power provided by the electrical contractor for each location that its use is desired.

### Acoustics / Amplifier

- The audio re-enforcement and assisted listening will be provided by the technology vendor. This includes all ceiling or wall mounted speakers, amplifier, ir emitters and receivers. The wiring for these systems will also be provided by the audio visual vendor, and the conduit infrastructure for these systems will be provided and installed by the electrical contractor.

### Projectors

- Projectors will be provided by the technology contractor. They will be pendant hung from the ceiling, and have cabling to input points and/or control devices. This cabling will also be provided by the audio visual contractor. The power and conduit infrastructure for the projectors will be provided by the electrical contractor.

### Projection Screens

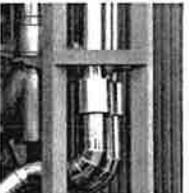
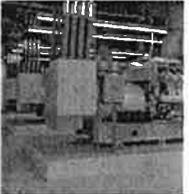
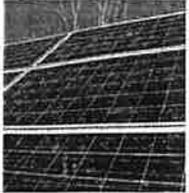
- The Projection screens shall be recessed, ceiling mounted and electrically operated. This equipment will be provided and installed by the CM at risk based upon specifications provided by TLC.

### Collaboration Station

- The collaboration station will be provided by the technology contractor. It will be a standalone device, and the data cabling will be provided by DoIT and power provided by the electrical contractor.

### Details

- See attached



## INTRUSION DETECTION, SPECIFICATION # 281600

The primary reason for the use of an Intrusion Detection System (IDS) is to protect the interior of the building from unauthorized entry by individuals and to report any vandals damaging the penetrable areas of the shell of the building (breaking windows). The IDS also can identify any movement in the building that occurs within the structure after staff has armed the system. This activity could be caused by an individual that had hidden in the spaces waiting for the building to be vacant in order to have access to the interior of the property. An additional feature of the IDS is to allow staff the ability to summon assistance from the authorities when there is a perceived threat from individuals or the environment.

The building Intrusion Detection System will be provided and installed by the General Contractor as part of the base building package. The installation of this system shall be coordinated with TLC. The following list of components are part of the Intrusion Detection System that are included as part of this package.

### Keypad

- The key pad will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.

### Control panel

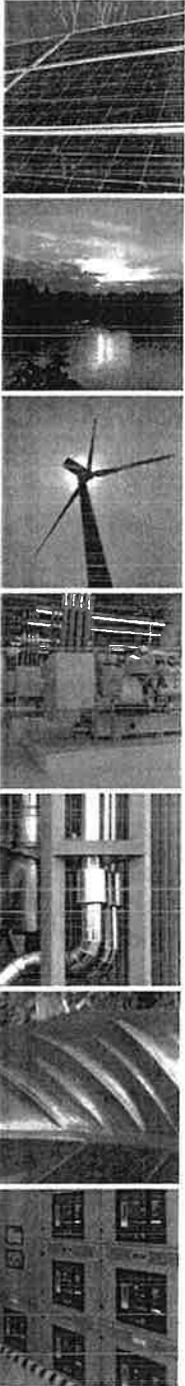
- The control panel will be wall mounted in the communications room as shown on the drawings.
- The Electrical Contractor will need provide a 110VAC 20A near the controller for power connection.

### Motion detectors

- The key pad will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings

### Door contacts

- The door contacts will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.
- Door frame penetrations will be coordinated with and provided by the door contractor
- See details attached.



#### Duress alarms

- The key pad will require a single gang back box with a ¾" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.

#### Glass break detectors

- The key pad will require a single gang back box with a ¾" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings

#### Intrusion detection cabling

- Cabling will be provided by the general Contractor as part of the building construction package.

#### Conduit required

- Conduit will be provided by the general Contractor as part of the building construction package.

#### Low pressure sensor for HVAC systems

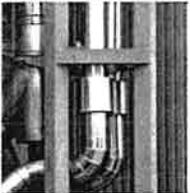
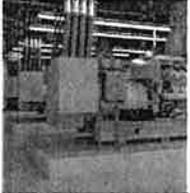
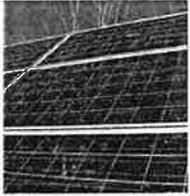
- The low pressure sensor on the HVAC system will be provided and installed by the Mechanical Contractor and be specified in the specifications and on the drawings by the Mechanical Engineer.
- The low pressure sensor connection will require a single gang back box with a ¾" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.

#### Connection to telephone lines for communications

- The General Contractor will need to provide and install conduit and a surface mounted single gang back box with a ¾" conduit into the ceiling space for data connections.
- Connection between the controller and the telephone lines will be provided and installed by the County's current structured cabling contractor.

#### Typical details

- See attached



## ACCESS CONTROL

Access Control is commonly used in a Library to separate public spaces from the staff spaces as well as limiting movement to secure spaces and collections.

The Card Reader and its controller provide an interface to the door locking hardware to release the hardware locking device when an authorized card is presented. The door hardware will be selected by the Architect on each project and the proper ACS release connections will then be selected on a door by door basis.

The ACS can be connected to the elevator control system as needed in branches that may require this functionality.

The ACS to be installed in the AFPLS will be an extension of the Fulton County Enterprise Access Control System. Only authorized by DoIT's PNO are permitted to talk directly with the Counties ACS vendor.

Below is a detailed list of the physical components of the ACS system.

### Access control panel

- The control panel will be wall mounted in the communications room as shown on the drawings.
- The Electrical Contractor will need provide a 110VAC 20A near the controller for power connection.

### Card readers

- The door contacts will require a single gang back box with a ¾" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.
- Door frame penetrations will be coordinated with the door contractor
- See details attached.

### Access Control cabling

- Cabling will be provided and installed by the County's security vendor as part of the Technology package.

### Conduit requirements

- Conduit will be provided by the general Contractor as part of the building construction package.

### Door contacts



- The door contacts will require a single gang back box with a 3/4" conduit to the accessible ceiling space.
- This conduit and back box will be furnished and installed by the electrical contractor at locations shown on the drawings.
- Door frame penetrations will be coordinated with and provided by the door contractor
- See details attached.

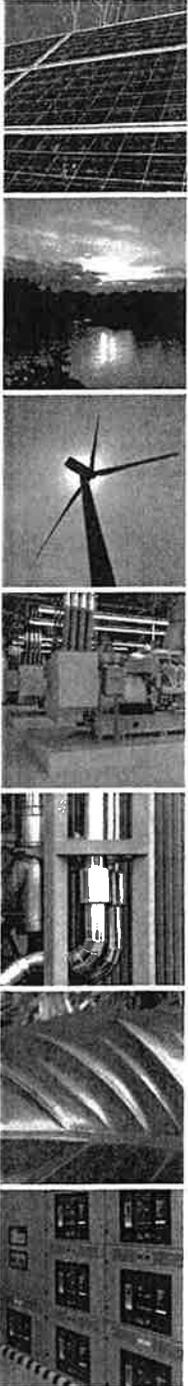
Door hardware and power supplies for the hardware

- Door locking hardware will be specified by the Architect and provided and installed by the General Contractor.
- Power supplies required for operating the door hardware will be provided and installed by the door contractor.
- The County Security Contractor will coordinate with the Door Contractor to provide a connection to the door locking system to release the locks when an authorized card is used at the associated card reader.

Typical details

- See attached.





## CLOSED CIRCUIT TELEVISION SYSTEM (SECURITY CAMERAS)

The Video Surveillance System also known as a Closed Circuit Television System (CCTV) will be installed in the new branches to record activity for future review. The cameras will be located at each branch location both inside and outside the building as necessary.

The cameras, cabling and associated network equipment will be provided and installed by the County's Security Contractor as part of the Technology program.

All conduits, Back boxes and electrical requirements will be supplied and installed by the General Contractor.

Below is a detailed list and description of the physical components of the CCTV system.

### CCTV monitor

- CCTV Monitors will be located as shown on the contract drawings.
- Each monitor will require a single gang electrical back box and a ¾" conduit to the accessible ceiling space and installed at locations as shown on the drawings for network connections.
- Each monitor will require 110VAC 20A power.

### Cameras

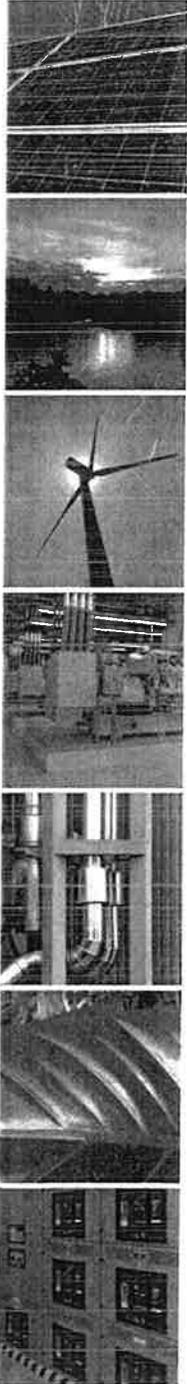
- Fixed cameras
  - Fixed cameras will require a single gang electrical back box and a ¾" conduit to the accessible ceiling space and installed at locations as shown on the drawings.
- Pan / tilt / zoom cameras
  - PTZ cameras will require a single gang electrical back box and a ¾" conduit to the accessible ceiling space and installed at locations as shown on the drawings.
- Weather proof cameras
  - Exterior cameras will require a single gang electrical back box and a ¾" conduit to the accessible ceiling space and installed at locations as shown on the drawings. The back box shall be rated for installation in a wet environment and all penetrations sealed.
- Camera power

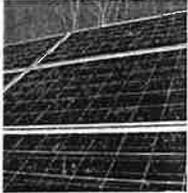


- Fixed cameras will be powered by the network switch in the communications room.
- PTZ cameras will require a low voltage connection for operation. This cabling and power supply will be provided by the County's Security Contractor. The power supply will be located on the wall in the communications room.

Typical details

- See attached





## AUTOMATED LIBRARY EQUIPMENT

The Automated Library Equipment will be provided and installed by a vendor to be selected by AFPLS.

All conduits, Back boxes and electrical requirements will be supplied and installed by the General Contractor.

### Book return slot

- Each as shown on the drawings will require:
  - A single gang electrical back box with a one (1) 1" conduit will be required to extend to the accessible ceiling space for data cabling.
  - An electrical outlet with 110VAC 20V service for equipment power.

### Self check units

- Each as shown on the drawings will require:
  - A single gang electrical back box with a one (1) 1" conduit will be required to extend to the accessible ceiling space for data cabling.
  - An electrical outlet with 110VAC 20V service for equipment power.

### Staff check units

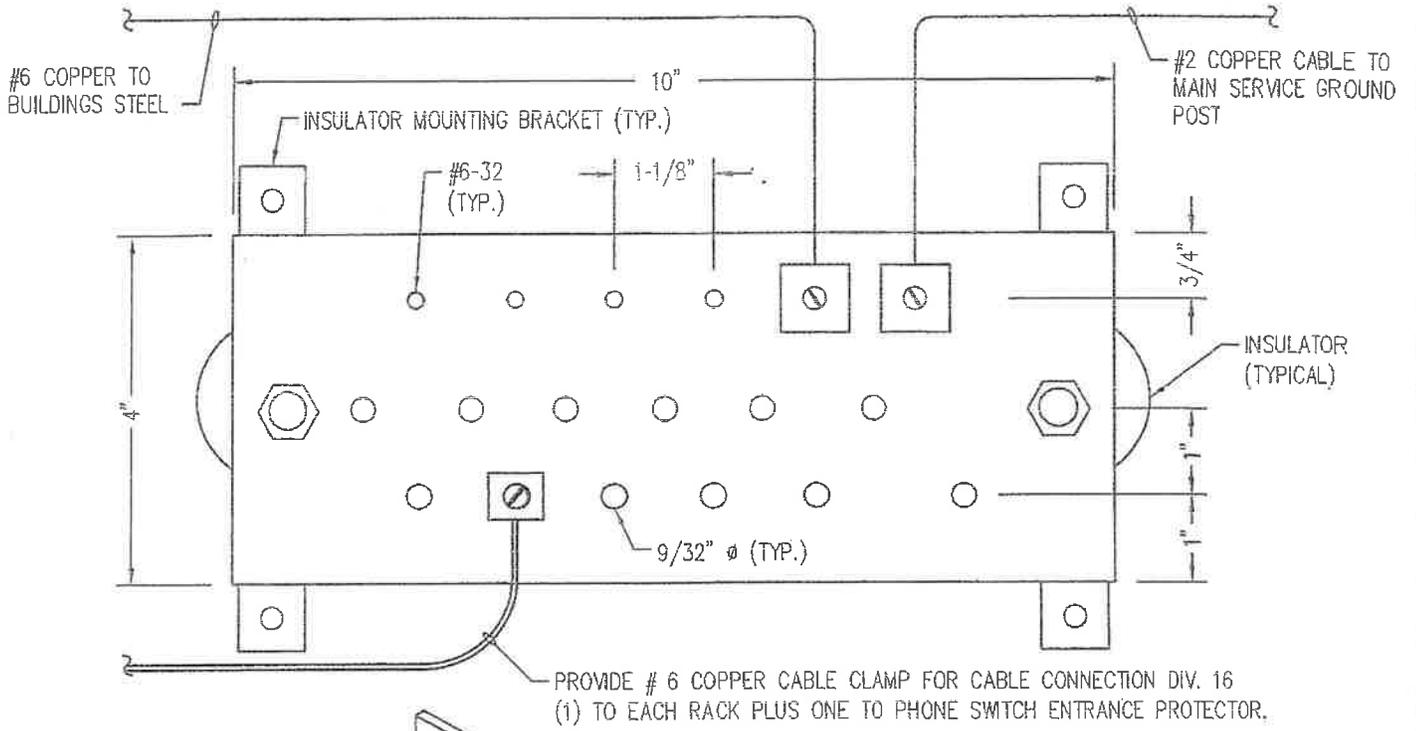
- Each as shown on the drawings will require:
  - A single gang electrical back box with a one (1) 1" conduit will be required to extend to the accessible ceiling space for data cabling.
  - An electrical outlet with 110VAC 20V service for equipment power.

### Book security gates

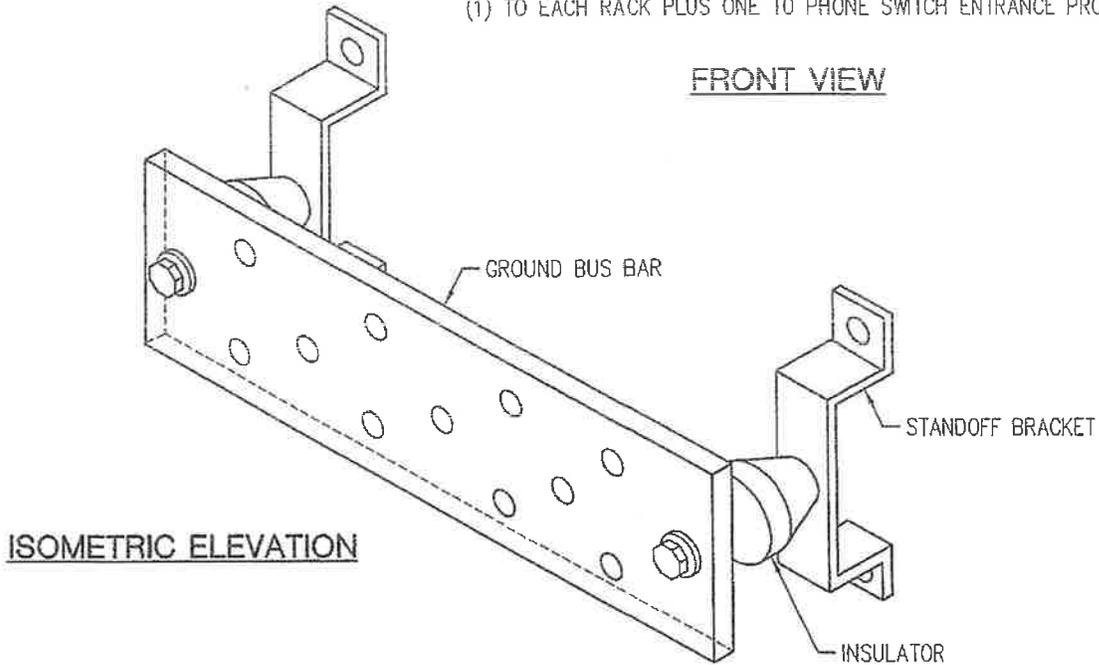
- Each as shown on the drawings will require:
  - A single gang electrical back box with a one (1) 1" conduit will be required to extend to the accessible ceiling space for data cabling. (See detail)
  - An electrical outlet with 110VAC 20V service for equipment power.

### AMHS sorting equipment

- Each as shown on the drawings will require:
  - A single gang electrical back box with a one (1) 1" conduit will be required to extend to the accessible ceiling space for data cabling.
  - An electrical outlet with 110VAC 20V service for equipment power.



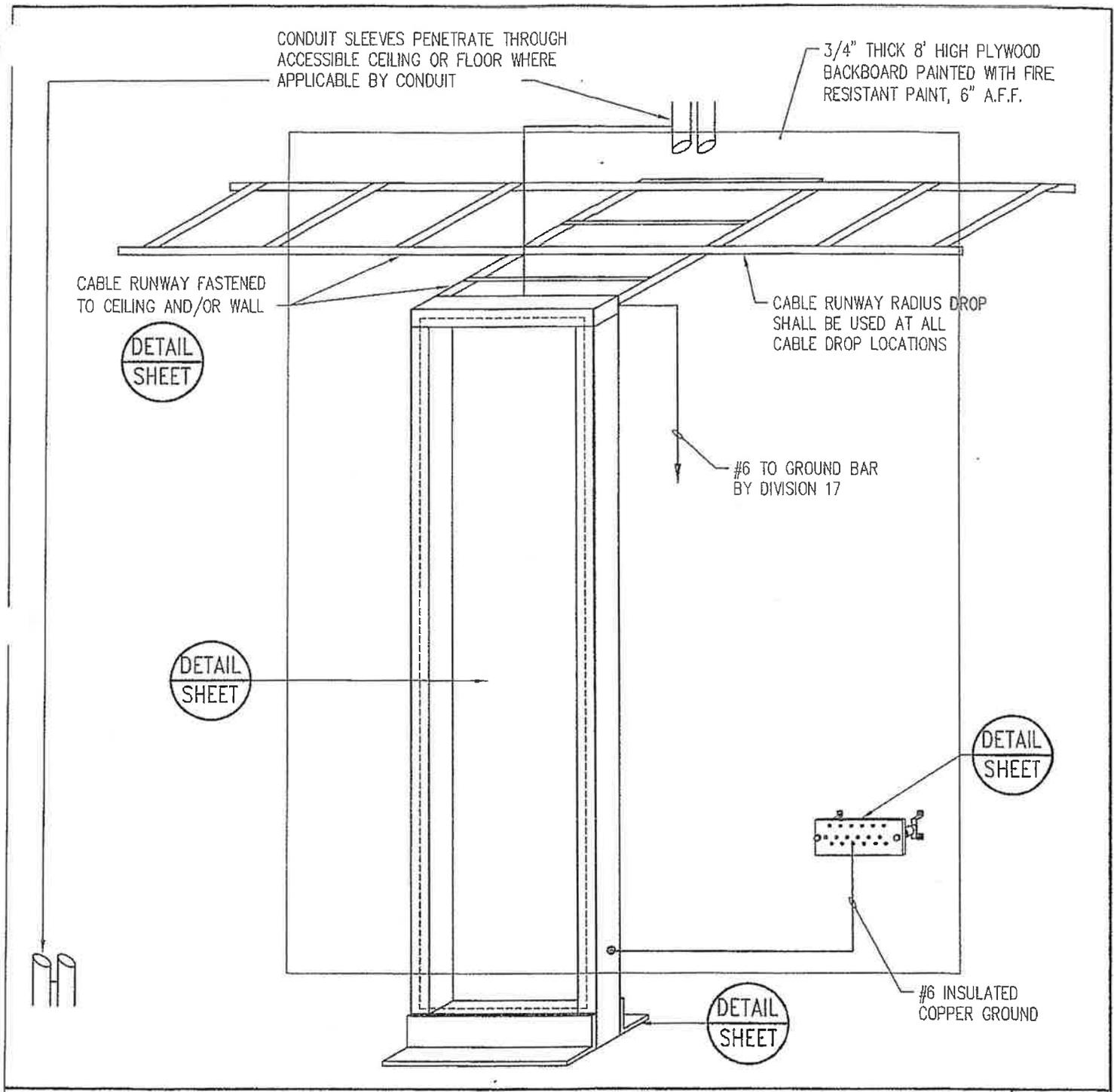
FRONT VIEW



# GROUND BUS BAR

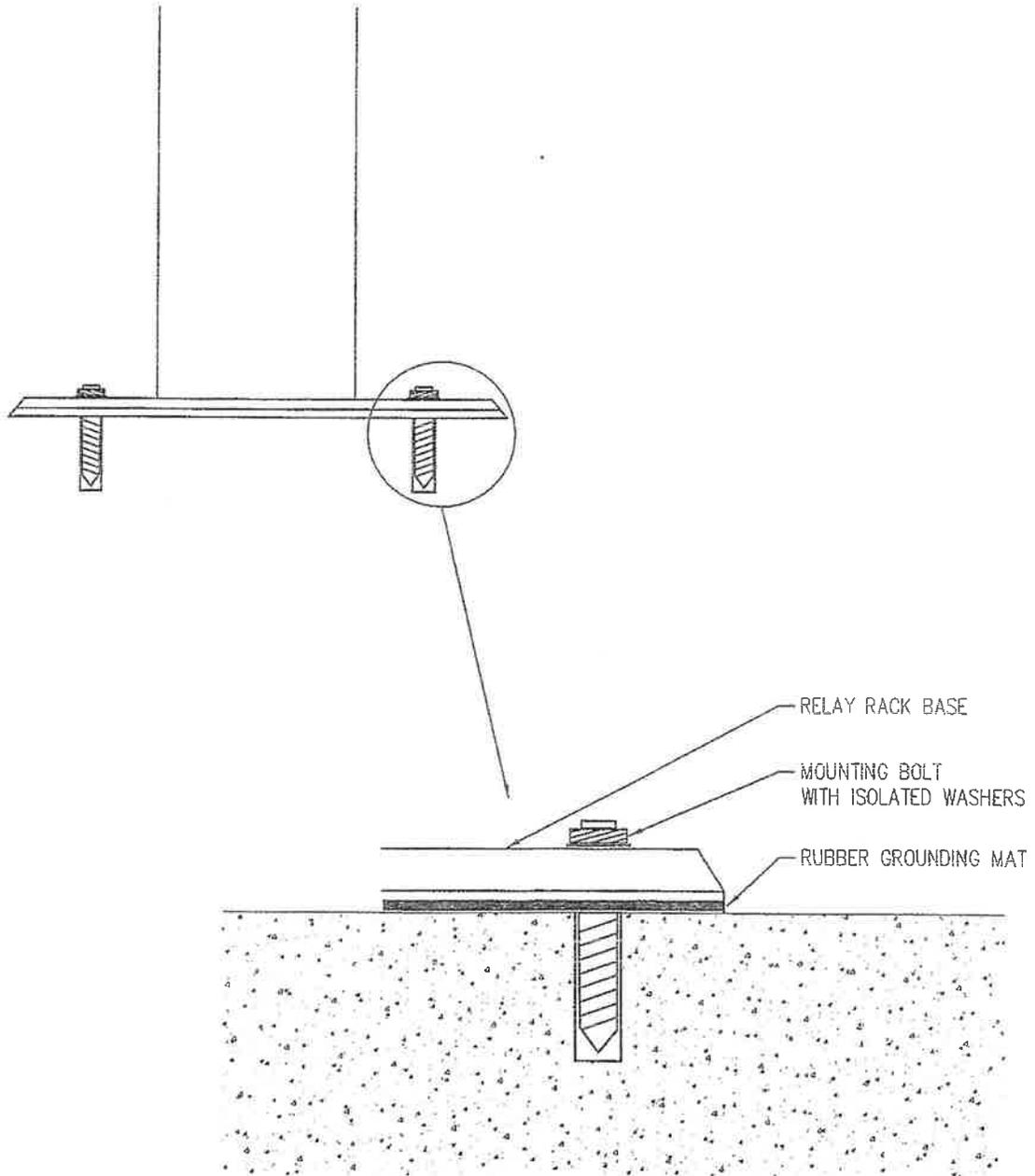
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# RACK ISOMETRIC VIEW

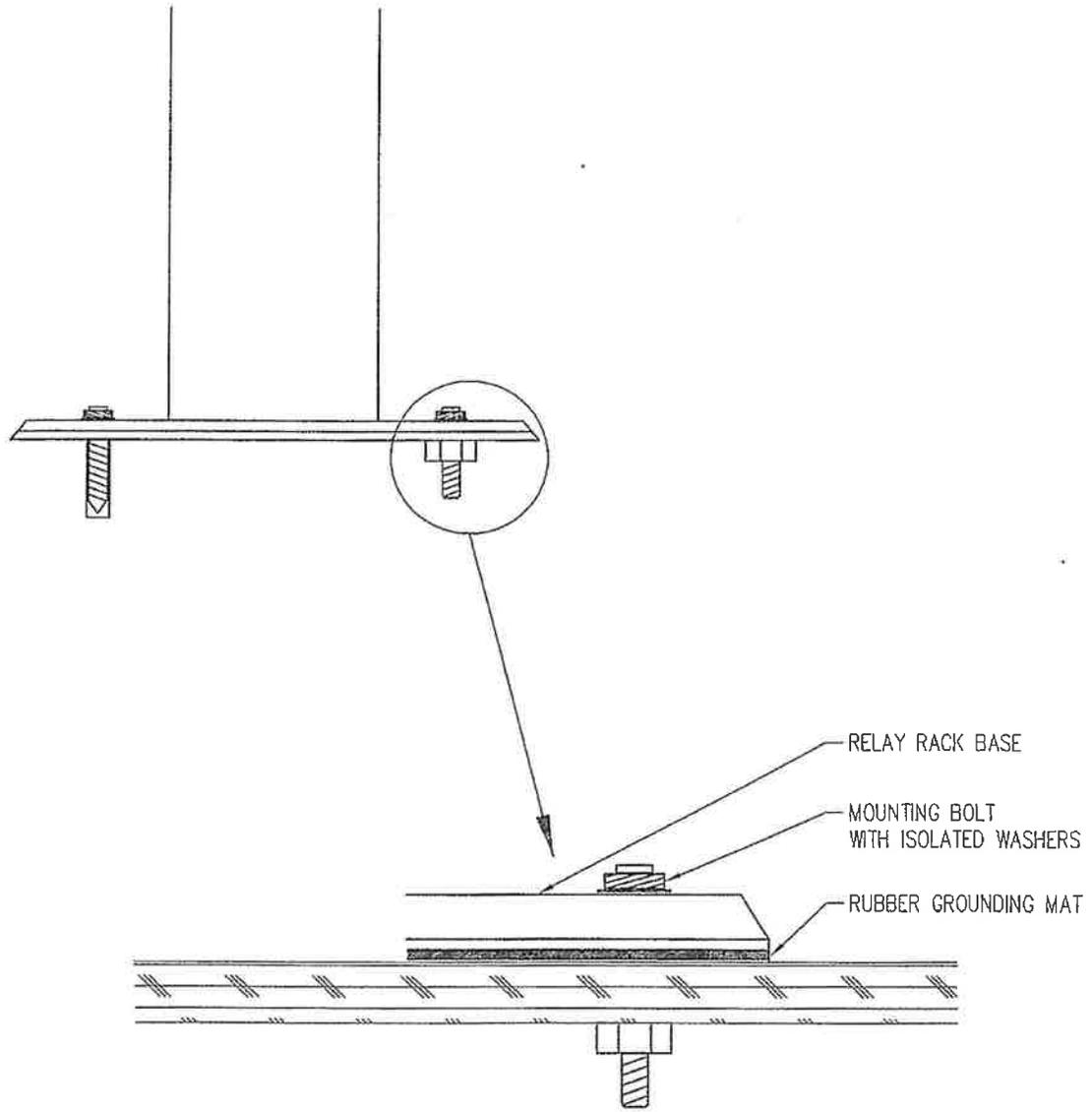
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RELAY RACK BASE  
MOUNTING BOLT  
WITH ISOLATED WASHERS  
RUBBER GROUNDING MAT

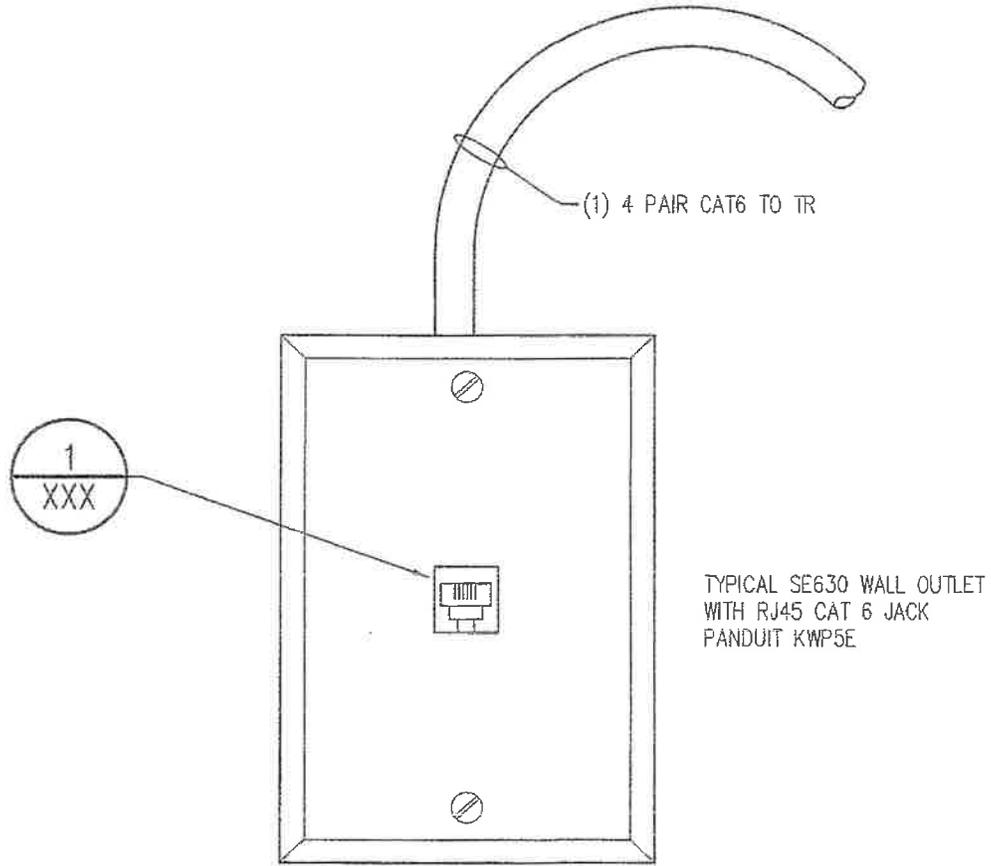
# RACK MOUNTING ON CONCRETE

No Scale



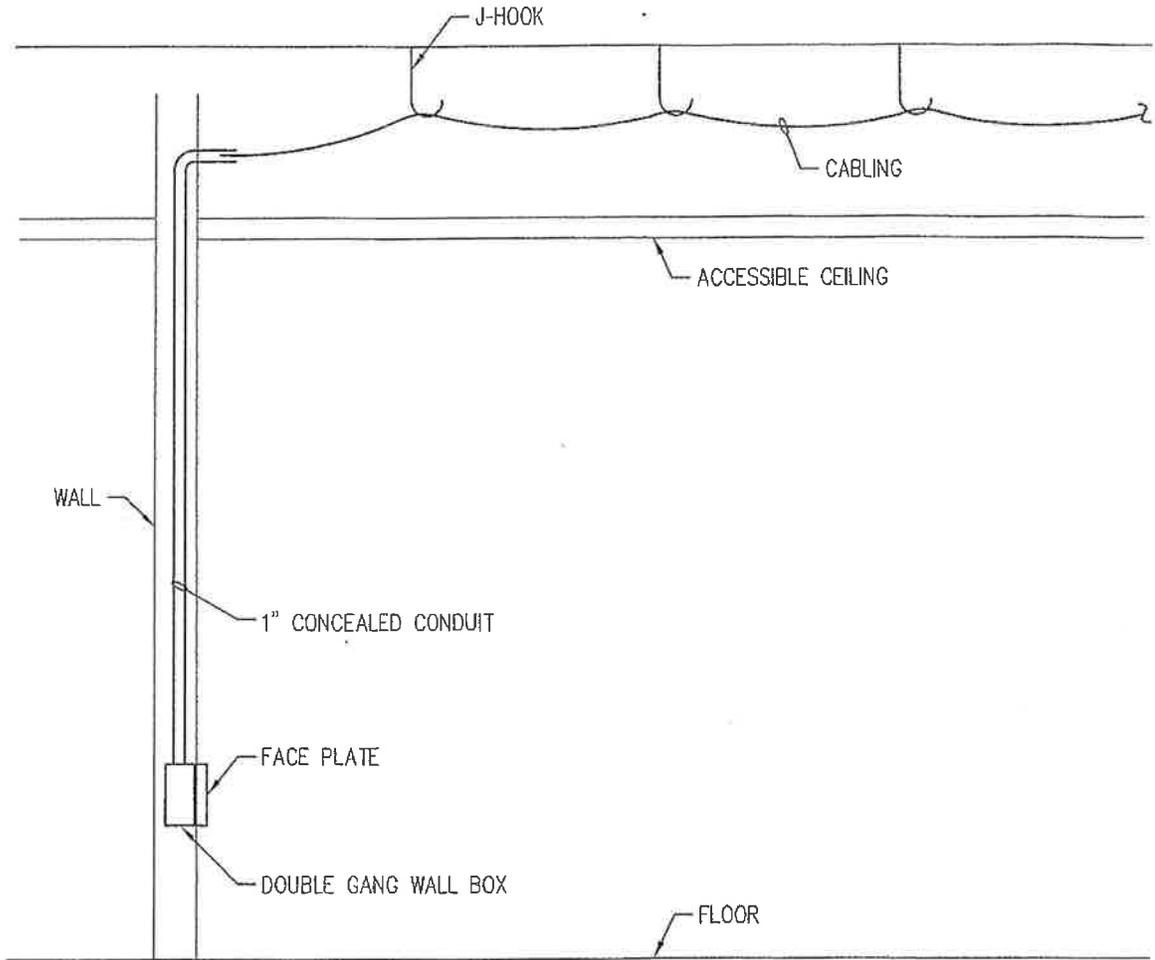
# RACK MOUNTING ON RAISED FLOOR

No Scale



**WALL PHONE OUTLET**  
No Scale

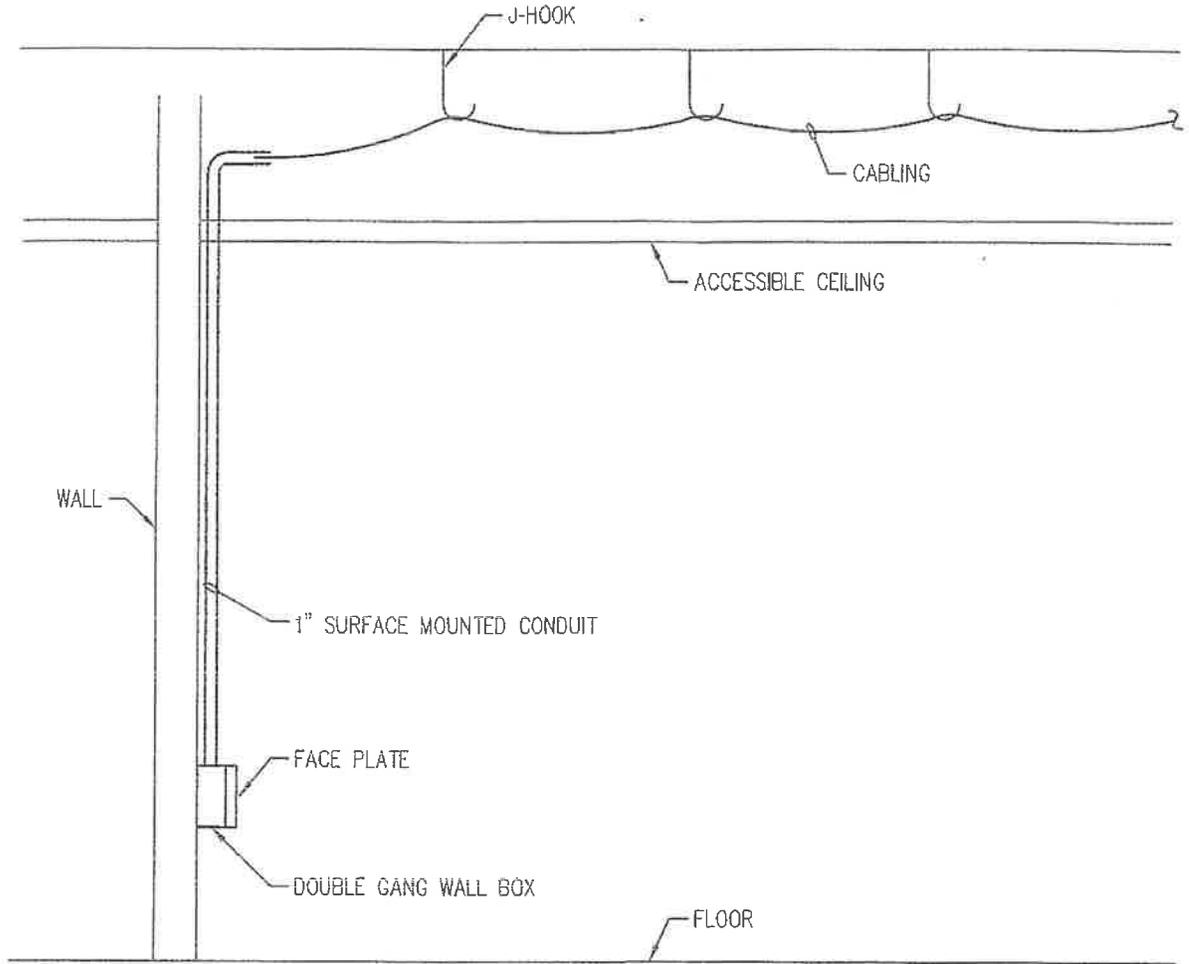
**1**



# FLUSH OUTLET AND CONDUIT

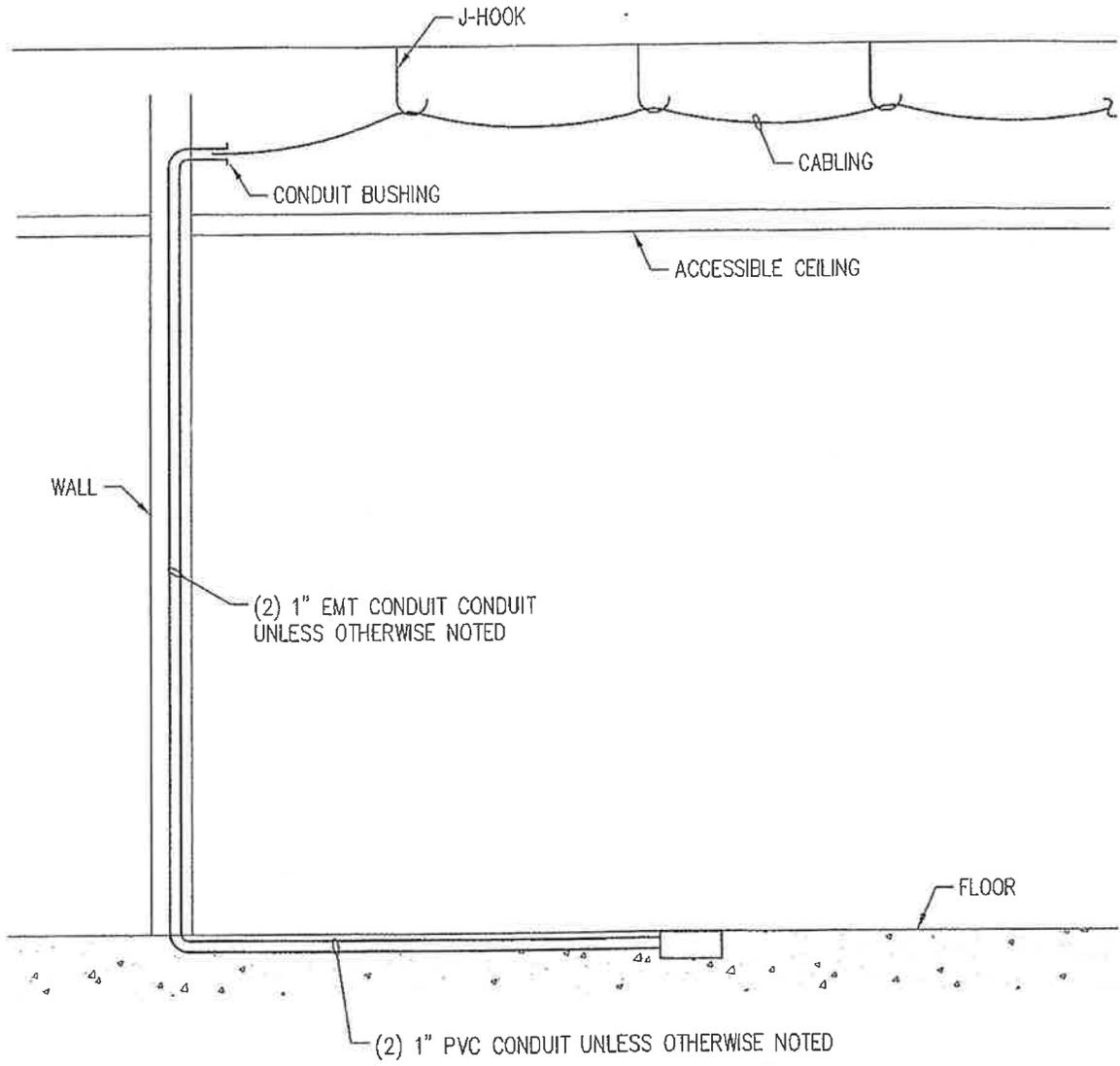
No Scale

1



# SURFACE MOUNTED OUTLET AND CONDUIT

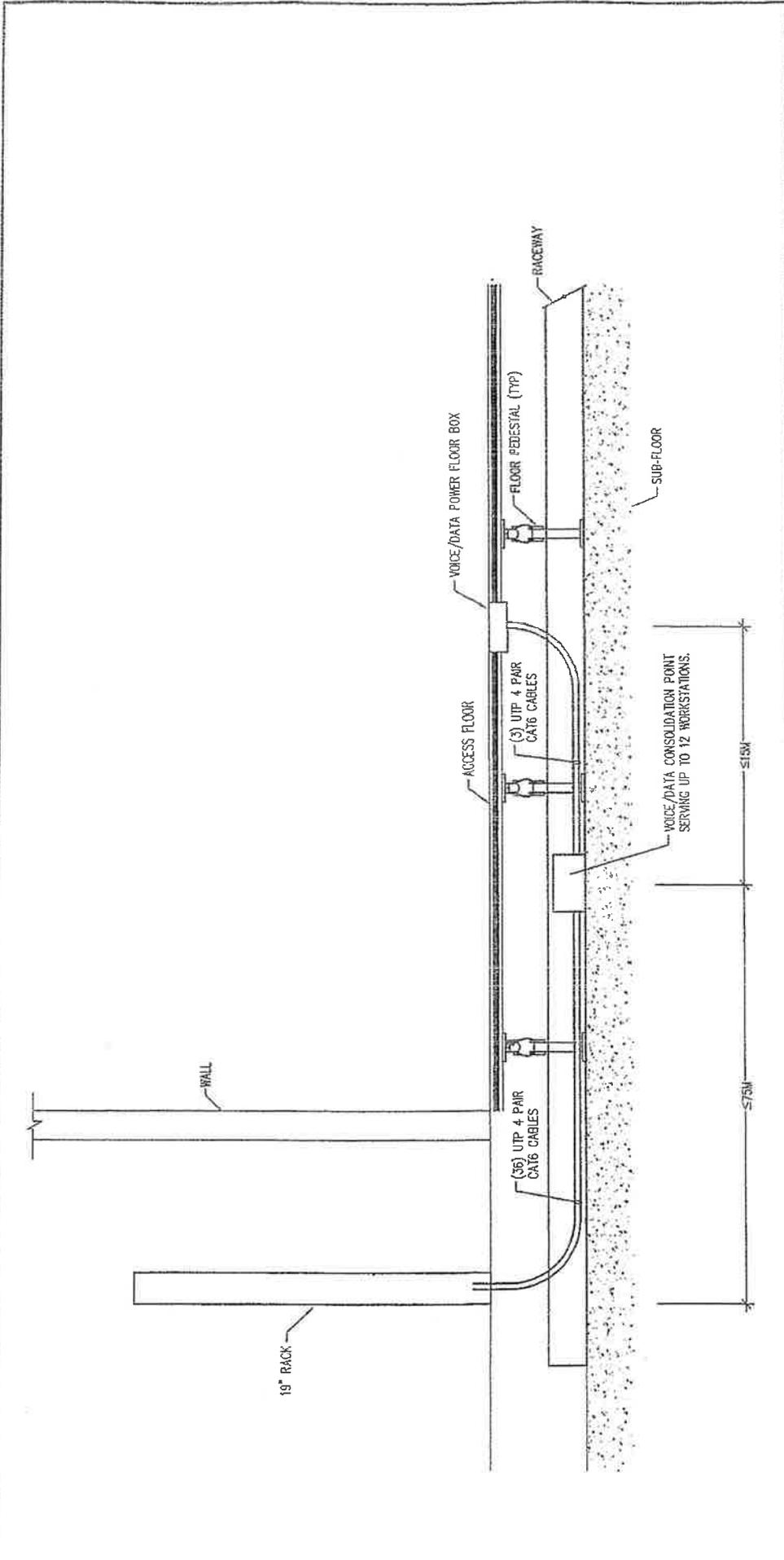
No Scale



# FLUSH FLOOR BOX AND CONDUIT

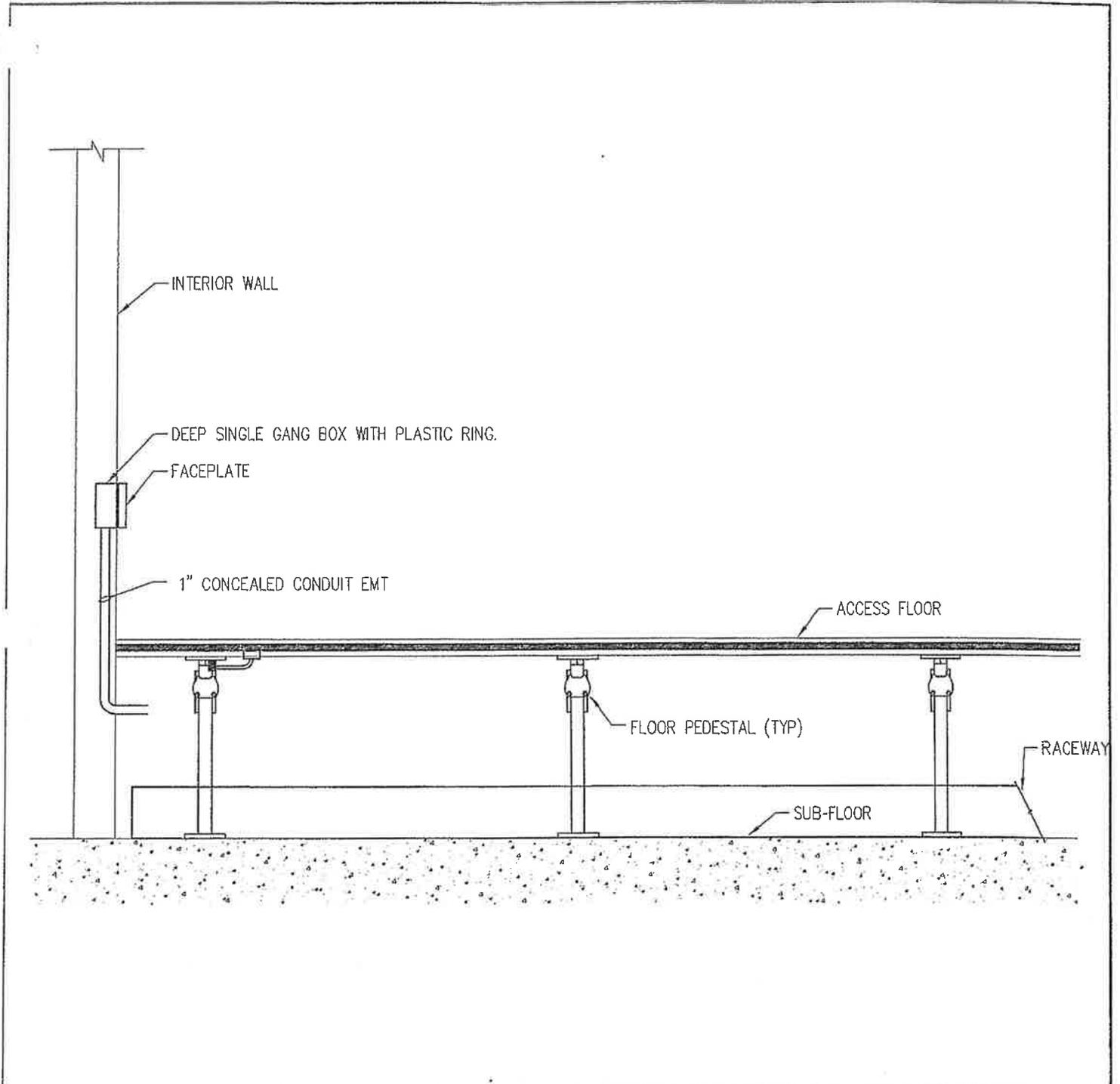
No Scale

1



# RAISED FLOOR FEEDING EQUIPMENT RACK

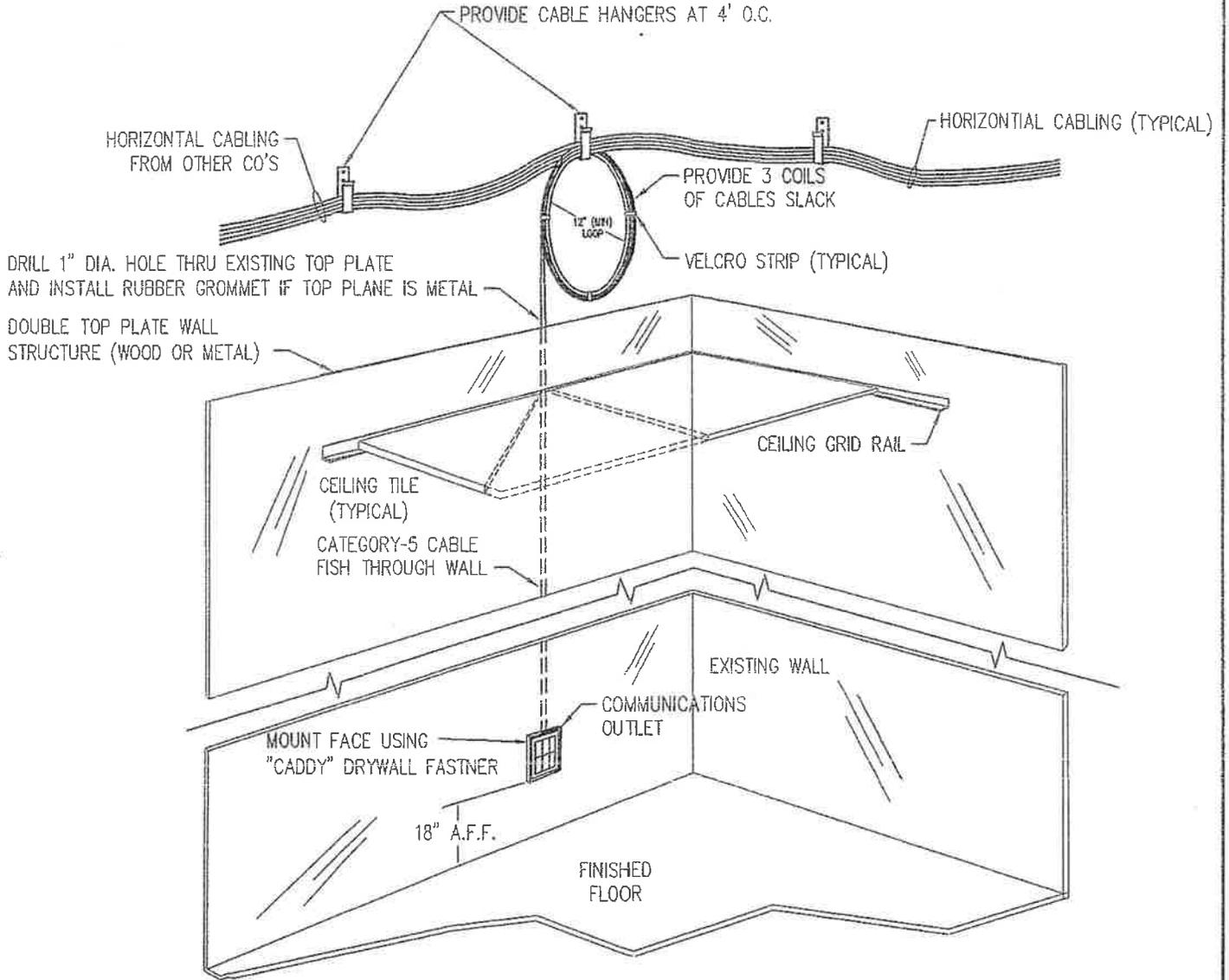
No Scale



# RAISED FLOOR FEEDING FLUSH MOUNTED OUTLET

No Scale

1

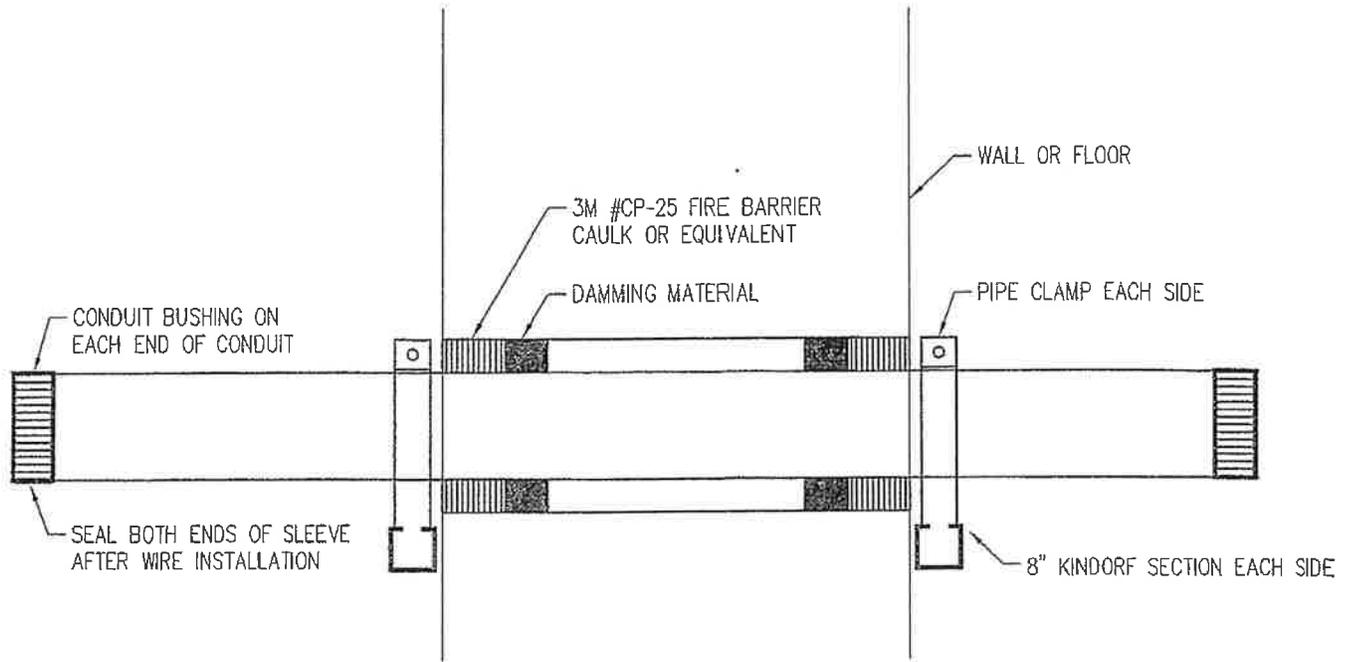


# FLUSH MOUNT COMMUNICATIONS OUTLET (CO)

No Scale

1

TD-D314



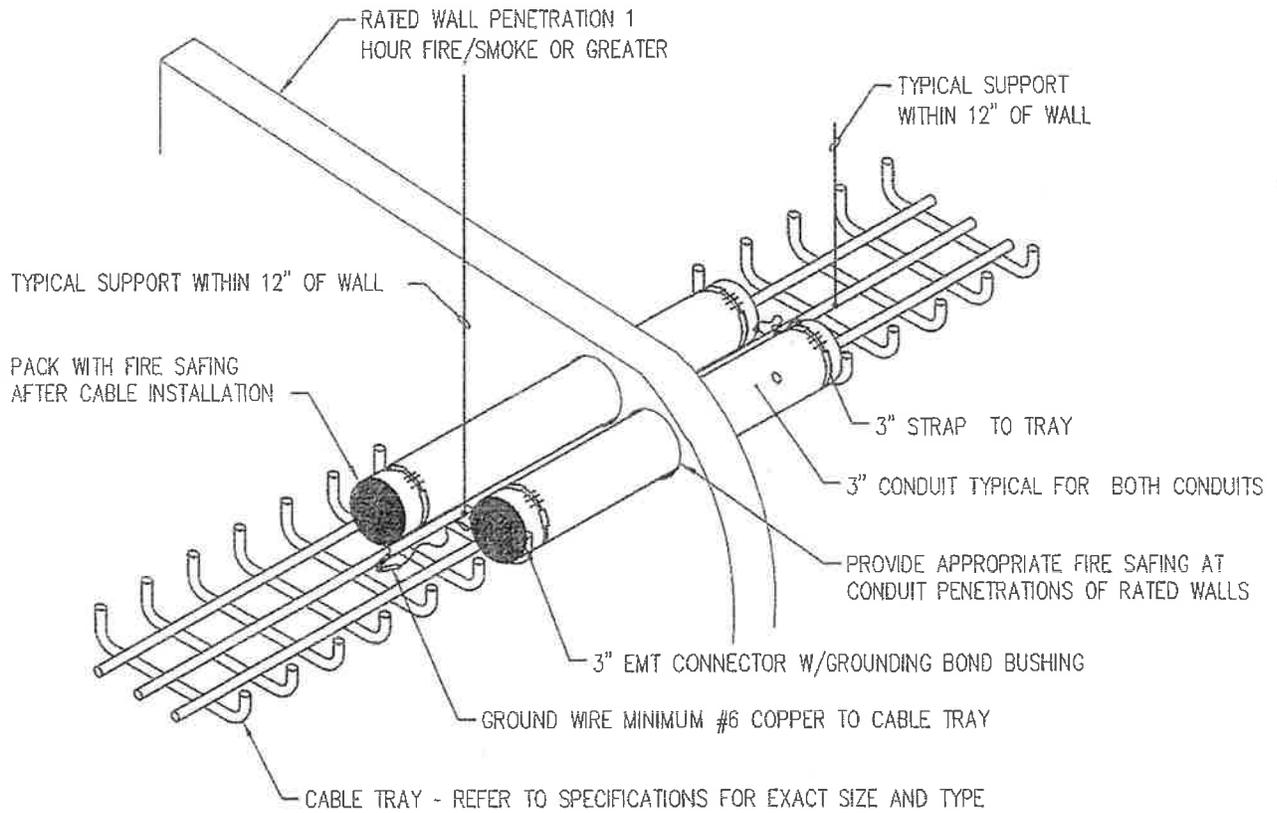
**NOTE:**  
 CONTRACTOR SHALL RESTORE THE INTEGRITY OF RATED WALLS PENETRATED PER SPECIFICATIONS. ANY NEW PENETRATIONS SHALL FOLLOW THIS GUIDELINE.

IF ADDITIONAL SLEEVES ARE NEEDED OR REQUESTED USE FOLLOWING WALL SLEEVE SIZING TABLE EQUIVALENT TO CAT. 5 CABLES ADJUST COUNT BASED ON CABLE SIZES UNLESS OTHERWISE NOTED ON DRAWINGS

NUMBER OF CABLES	SLEEVE SIZE
1-8	1"
9-14	1 1/4"
15-18	1 1/2"
19-26	2"
27-40	2 1/2"
41-60	3"

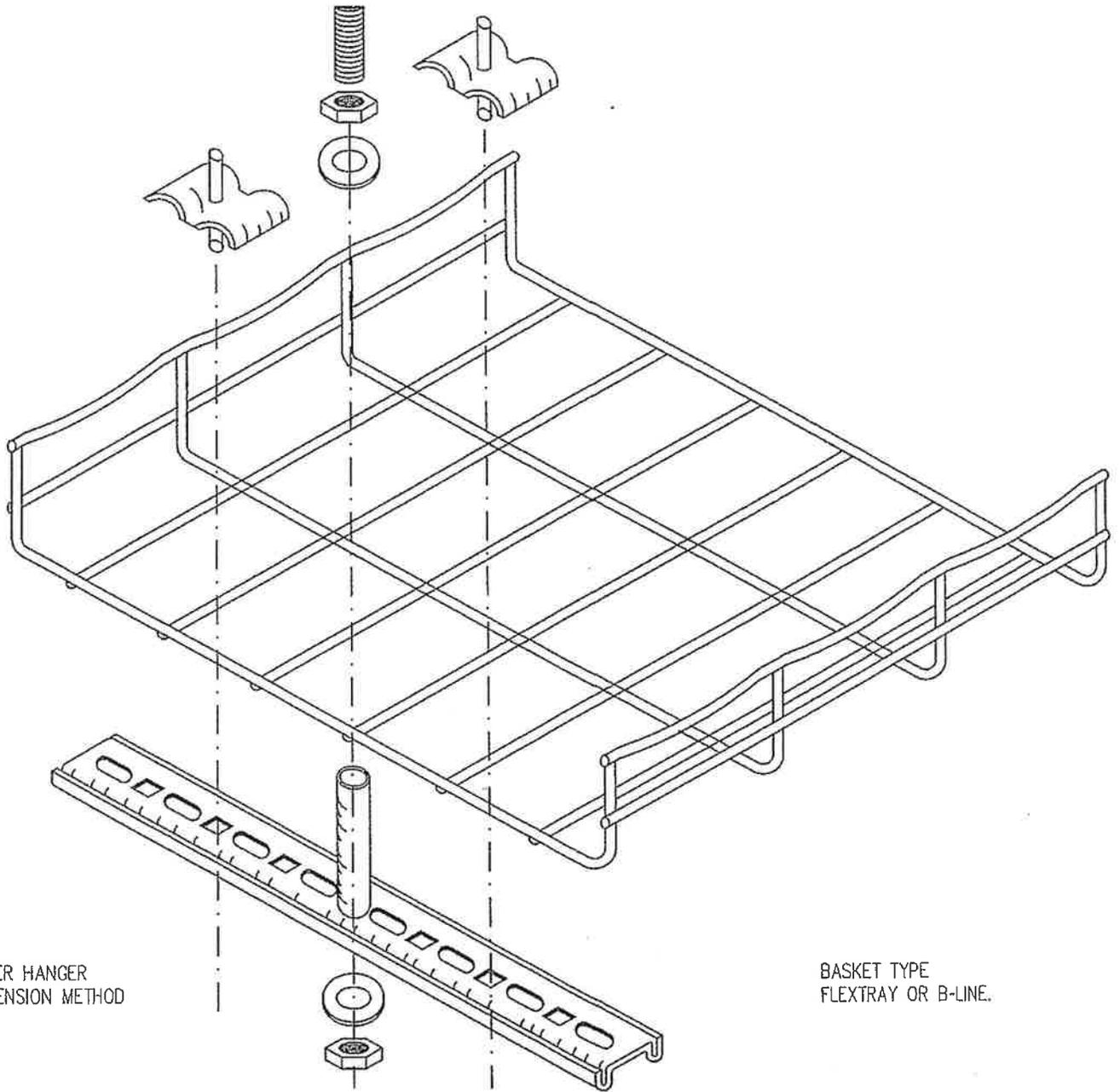
# HORIZONTAL/VERTICAL PENETRATION

No Scale



# CABLE TRAY WALL PENETRATION

No Scale



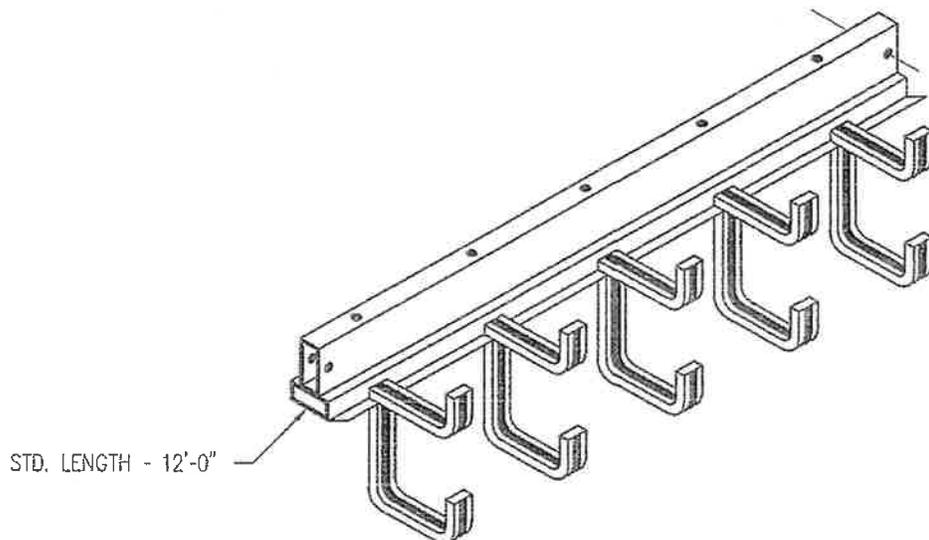
CENTER HANGER  
SUSPENSION METHOD

BASKET TYPE  
FLEXTRAY OR B-LINE.

# CABLE TRAY

No Scale

1



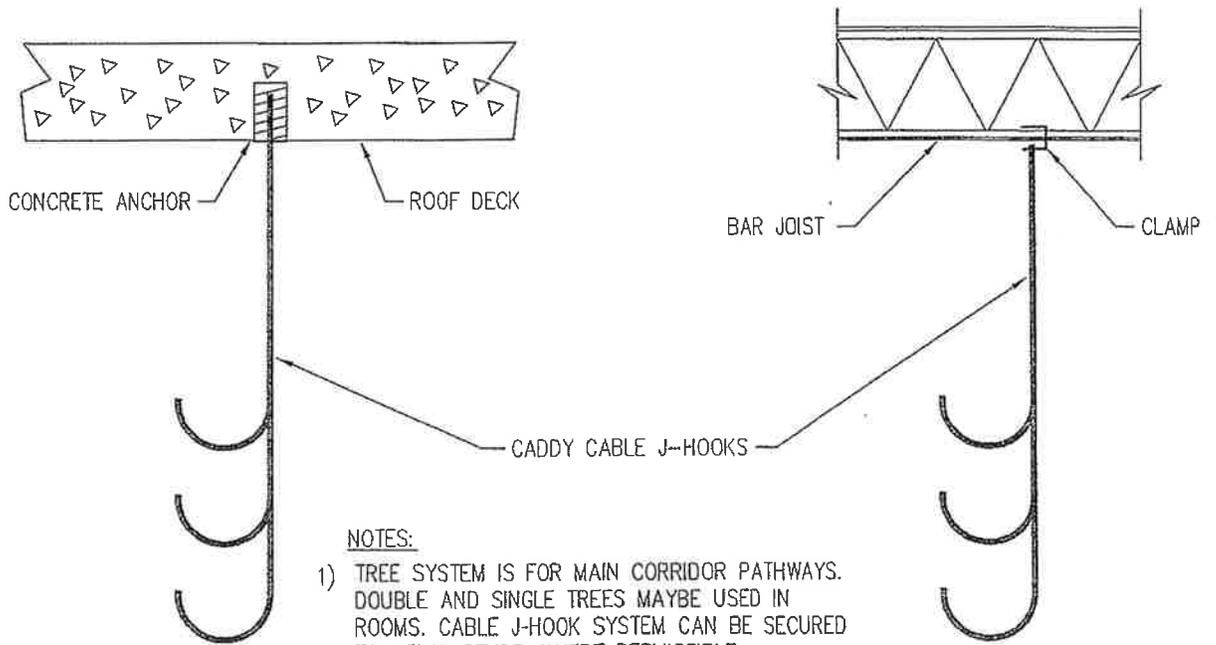
NOTES:

ALL 12' SECTIONS OF WALL TRAY SHOULD BE MOUNTED WITH 3 MOUNTING BRACKETS - ONE IN THE CENTER, ONE 4" LEFT CENTER, AND ONE 4" RIGHT OF CENTER.  
(3 MOUNTING BRACKETS ARE FURNISHED WITH EACH 12' SECTION OF TRAY.)

**WALL TRAY**  
No Scale

1

TD-D205



NOTES:

- 1) TREE SYSTEM IS FOR MAIN CORRIDOR PATHWAYS. DOUBLE AND SINGLE TREES MAYBE USED IN ROOMS. CABLE J-HOOK SYSTEM CAN BE SECURED TO METAL STUDS, WHERE PERMISSIBLE.
- 2) J-HOOKS SHALL BE USED WHERE EXISTING CABLE TRAY IS NOT AVAILABLE.

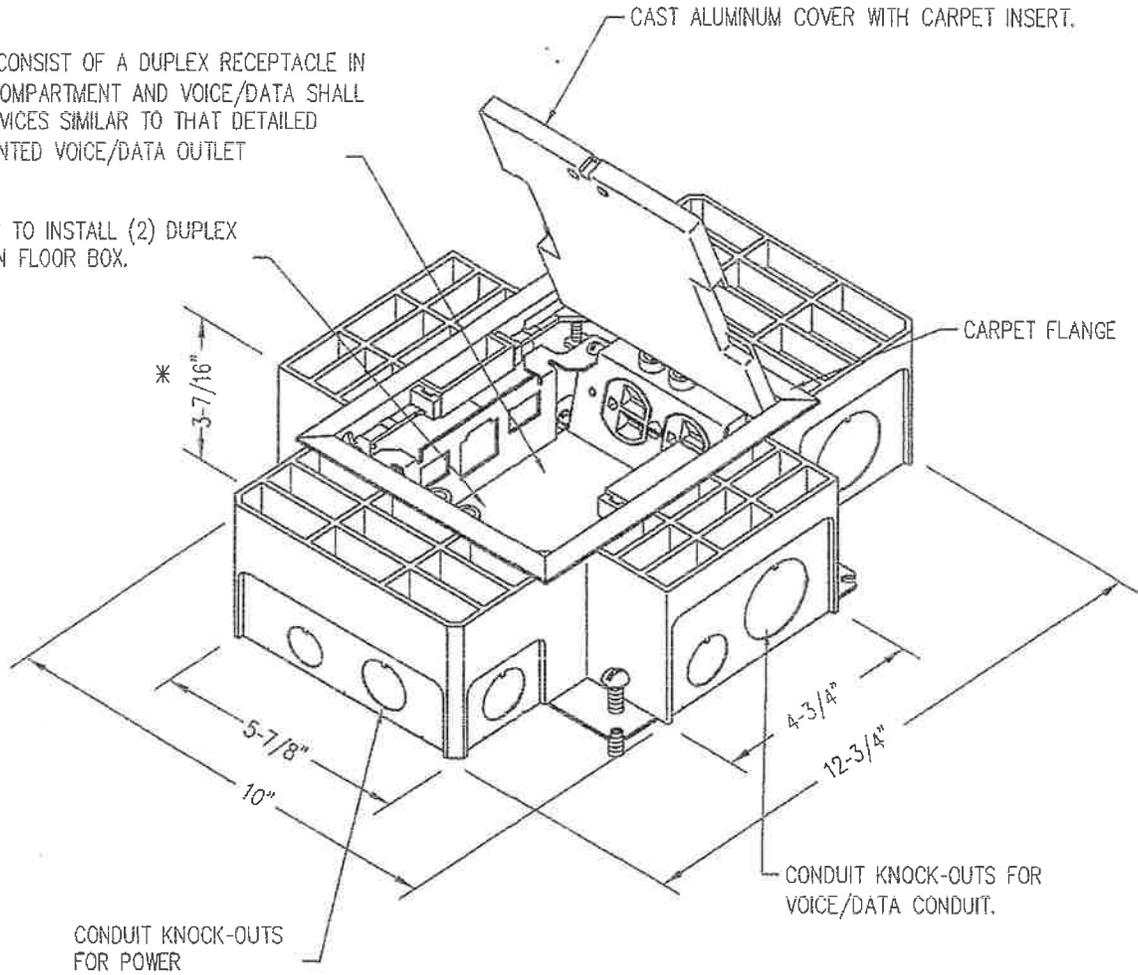
# CABLE HANGER

No Scale

1

POWER SHALL CONSIST OF A DUPLEX RECEPTACLE IN EACH POWER COMPARTMENT AND VOICE/DATA SHALL CONSIST OF DEVICES SIMILAR TO THAT DETAILED FOR WALL MOUNTED VOICE/DATA OUTLET

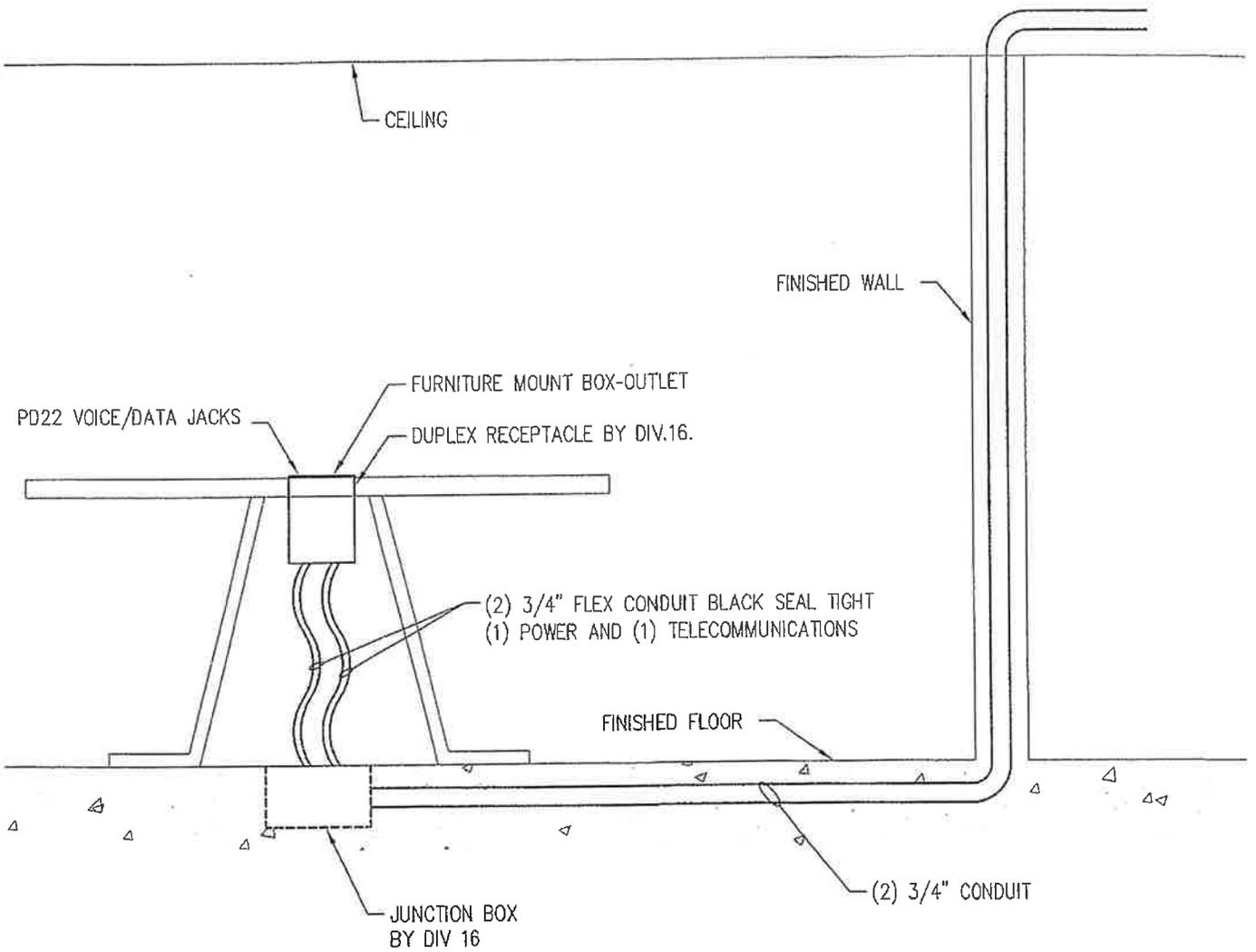
CONTRACTOR IS TO INSTALL (2) DUPLEX RECEPTACLES IN FLOOR BOX.



\* IF CONC. TOPPING IS LESS THAN 4" CUT METAL DECK AND CONSTRUCT METAL PAN BELOW BOX.

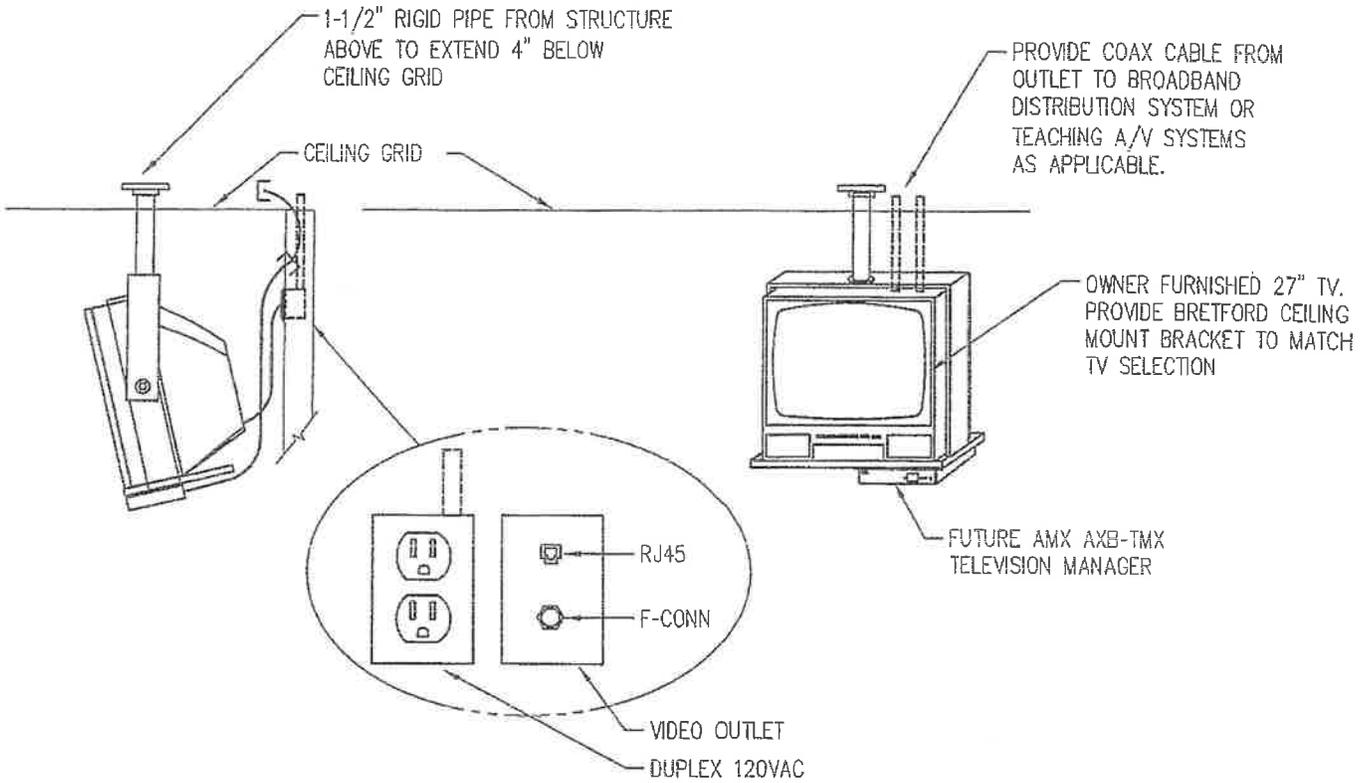
# RECESSED FLOOR BOX

No Scale



**USER ACCESS POINT - TABLE MOUNTED**  
No Scale

1

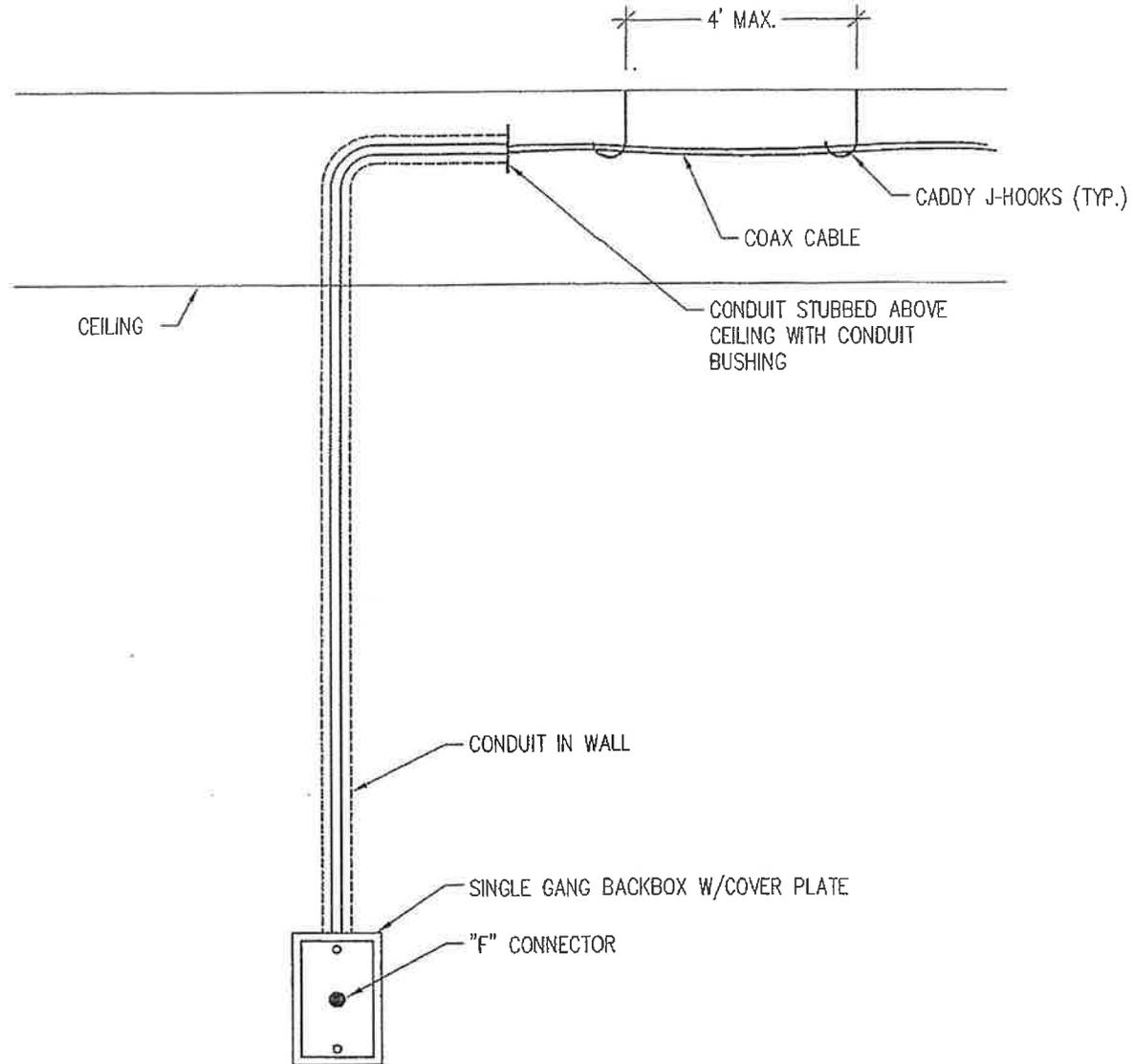


# CEILING MOUNTED TV DETAIL

No Scale

1

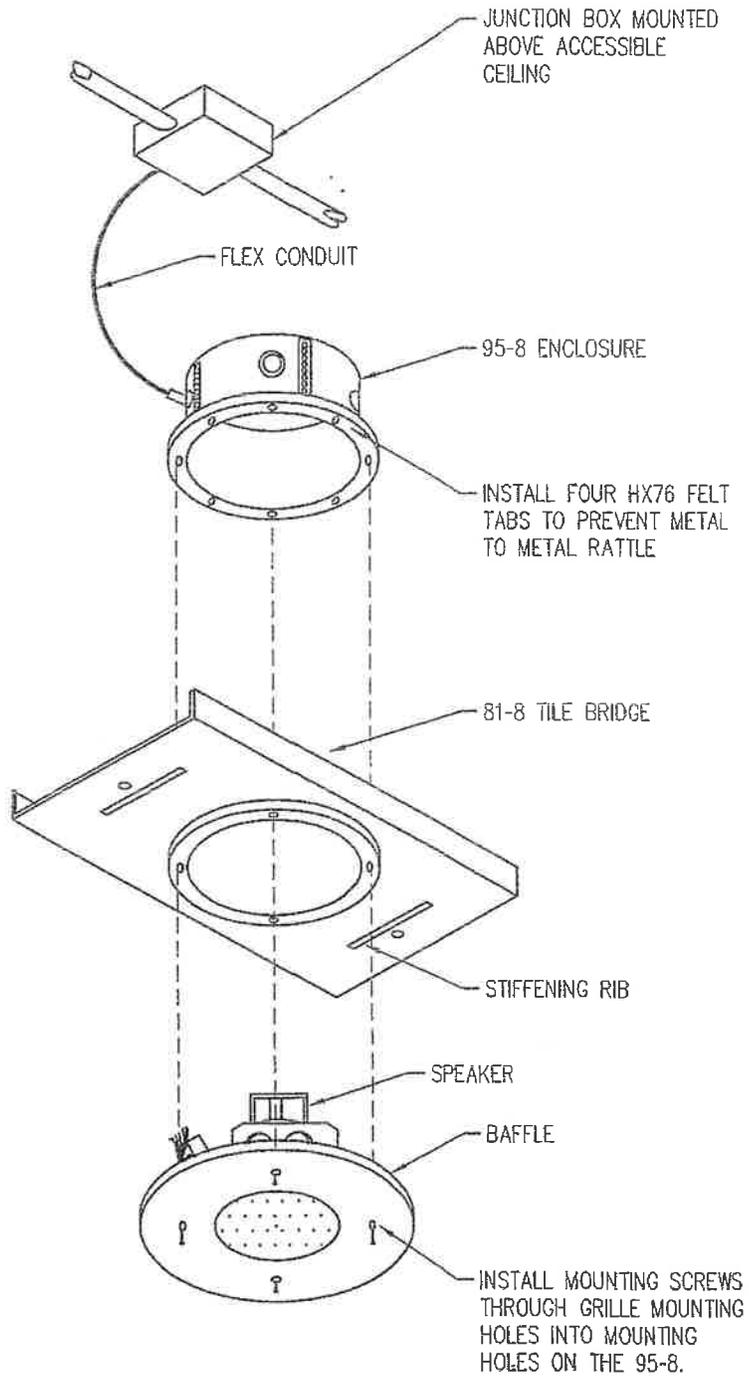
AV-D102



# TYPICAL T.V. OUTLET

No Scale

1

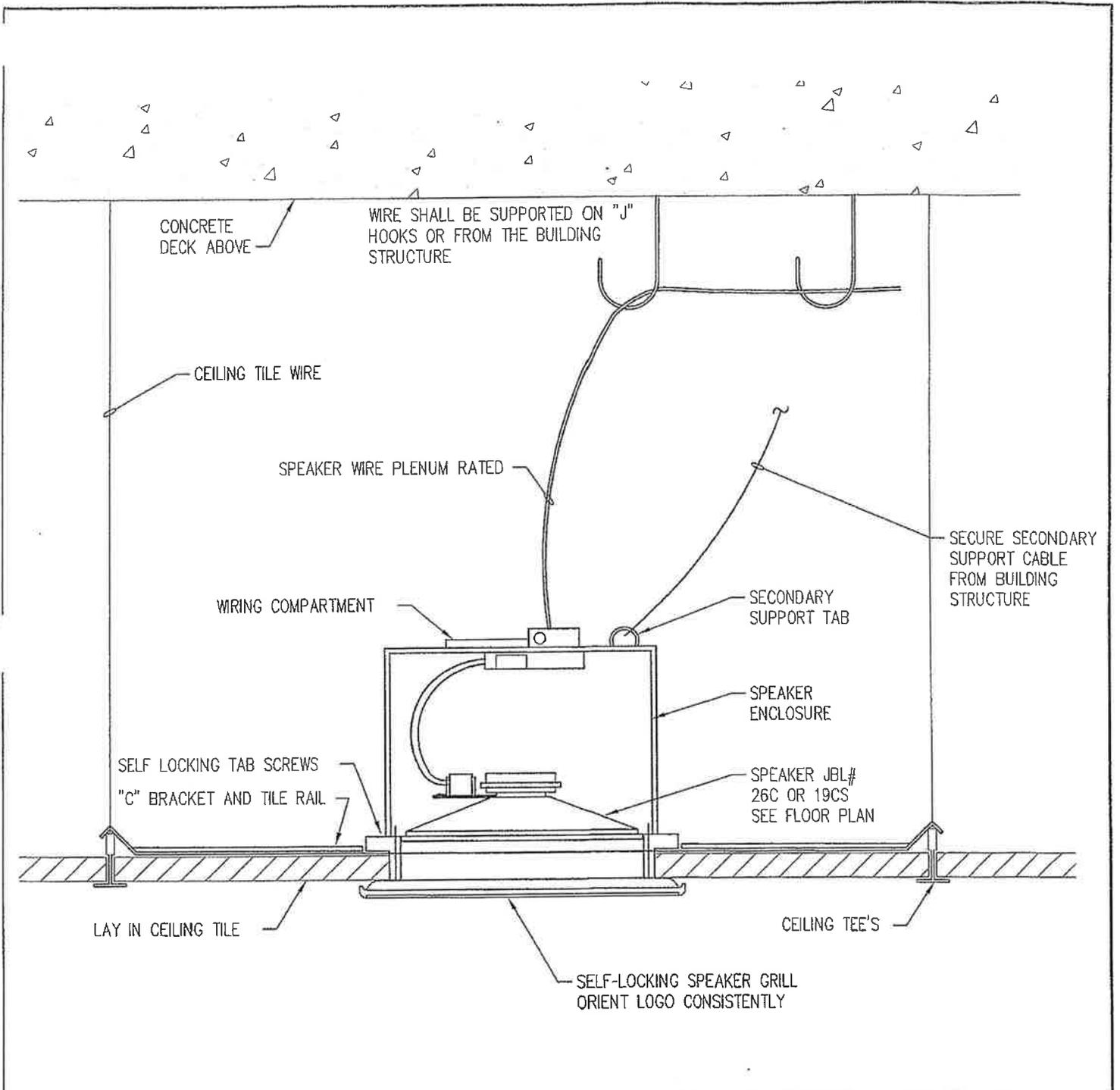


# LOUDSPEAKER MOUNTING DETAIL

No Scale

1

AV-D101

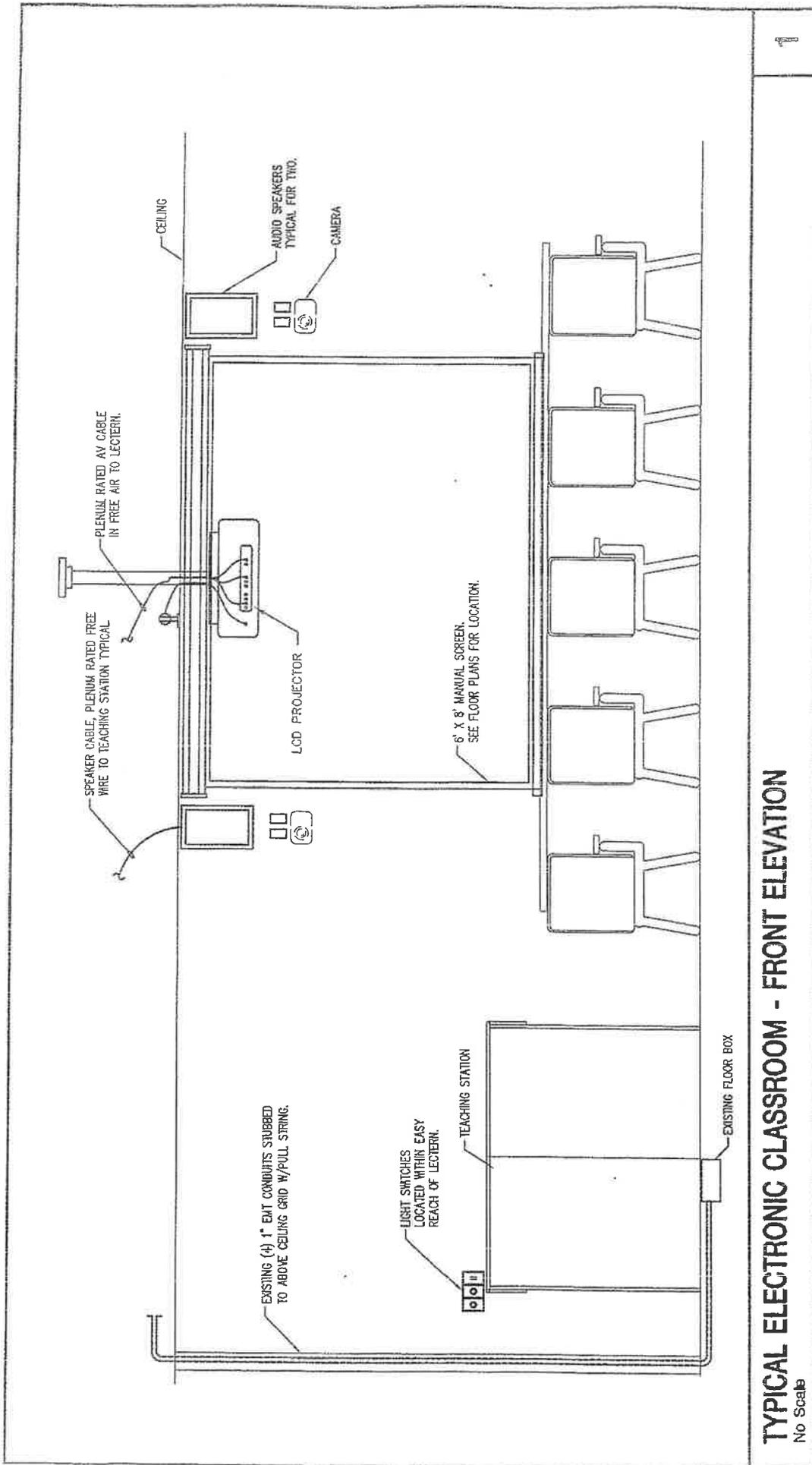


# RECESSED CEILING MOUNTED SPEAKER

No Scale

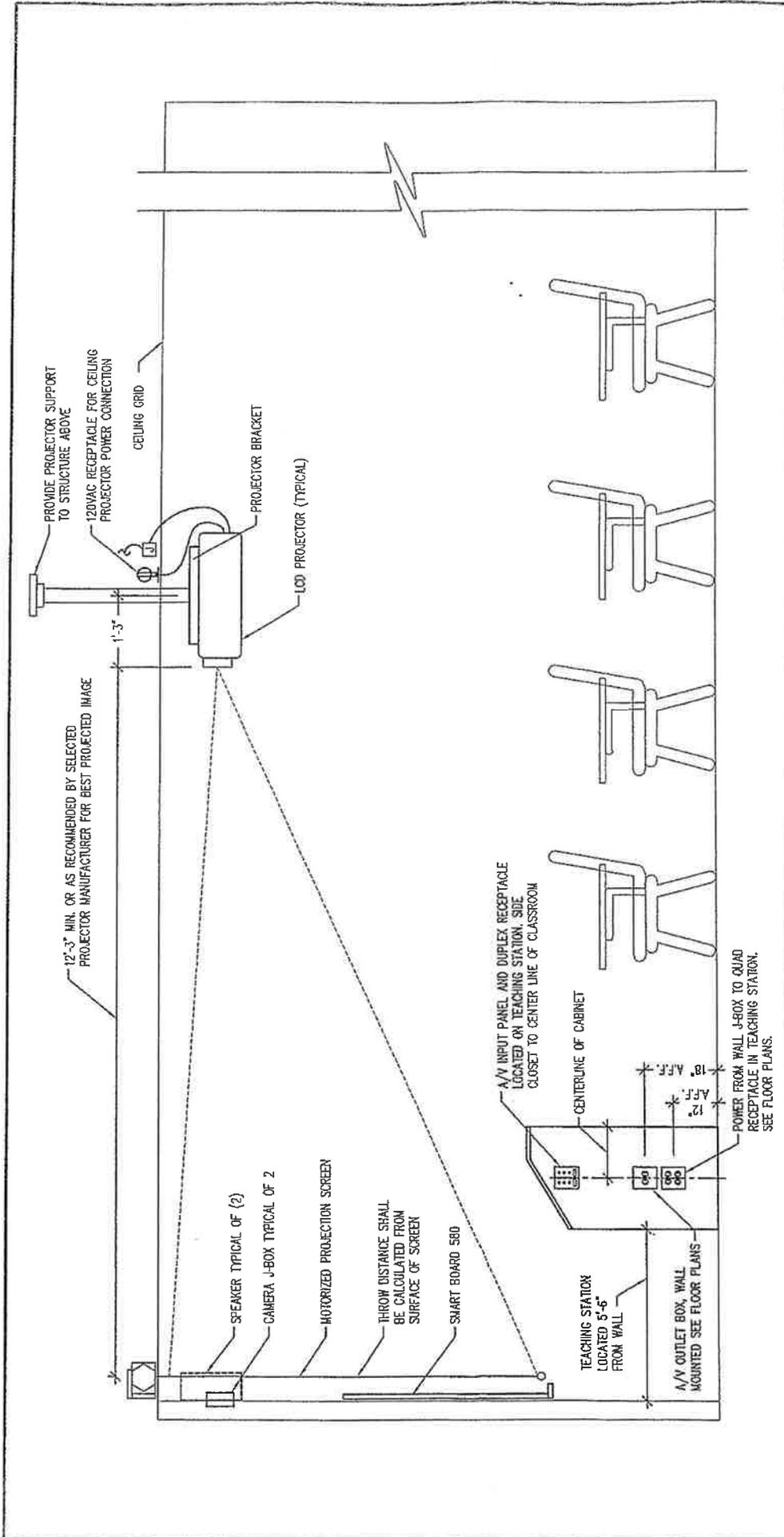
1

AV-D106



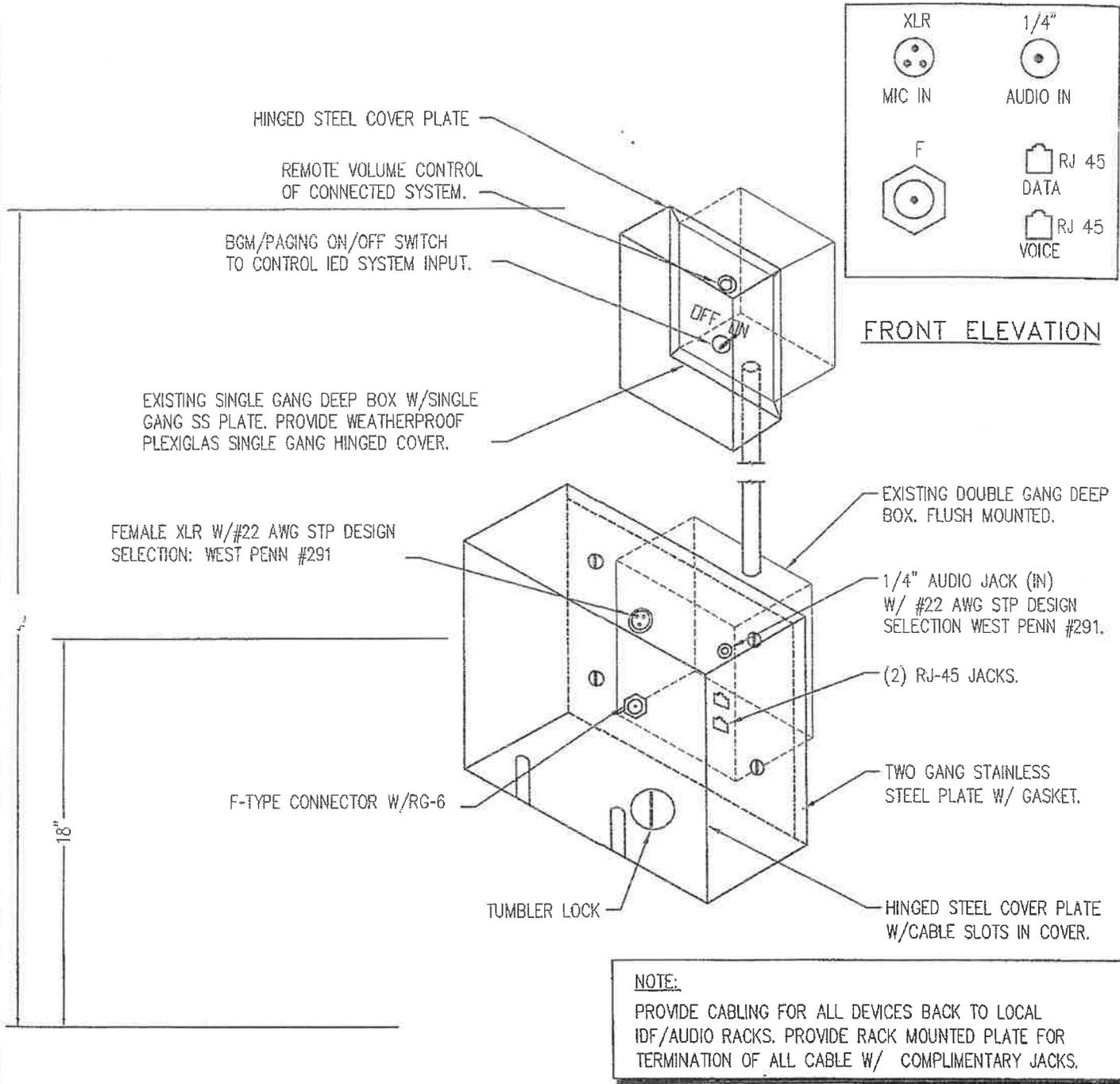
# TYPICAL ELECTRONIC CLASSROOM - FRONT ELEVATION

No Scale



# TYPICAL ELECTRONIC CLASSROOM- SIDE ELEVATION

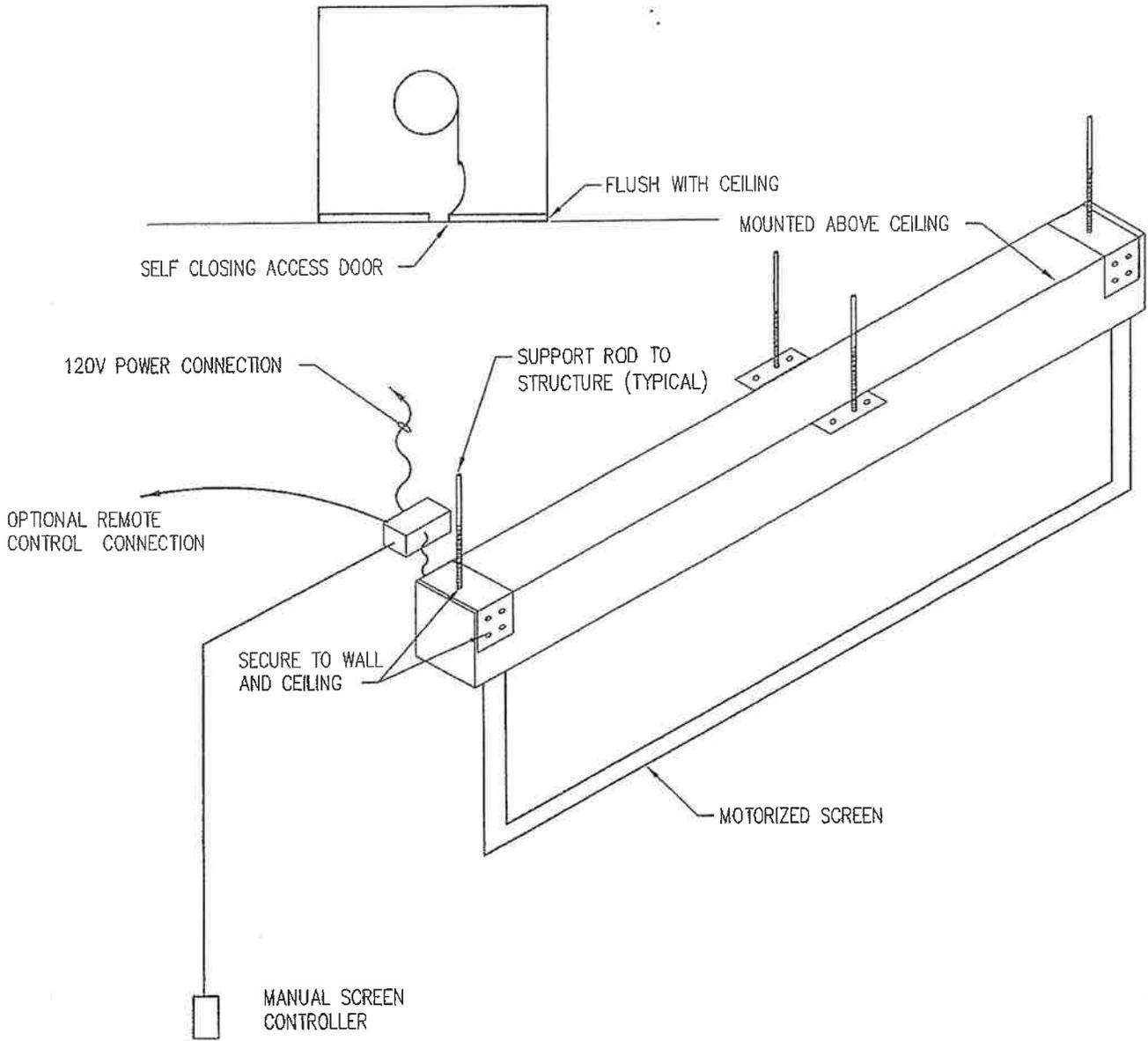
No Scale



# RECESSED A/V BOX DETAIL-INTERIOR

No Scale

GENERAL NOTE : SCREEN SUPPLIED BY DIVISION 17, GENERAL CONTRACTOR SHALL RECEIVE AND MOUNT SCREEN HOUSING IN LOCATION COORDINATED BY DIV. 17.

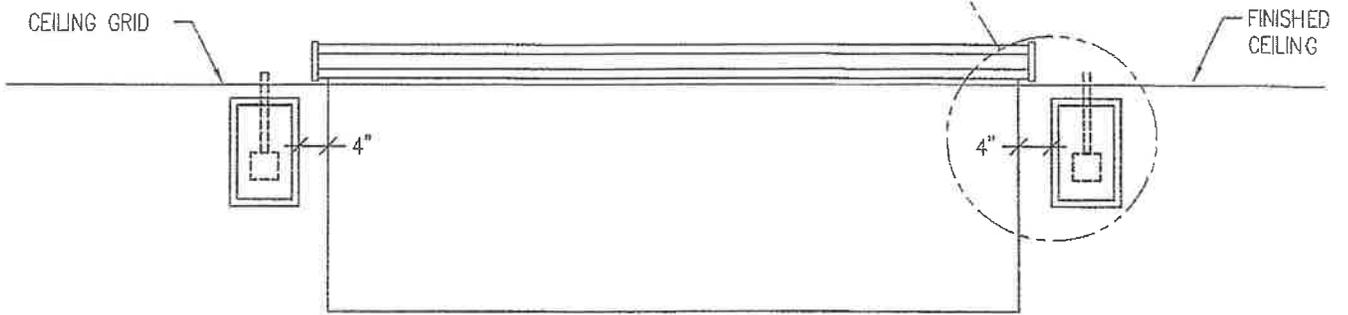
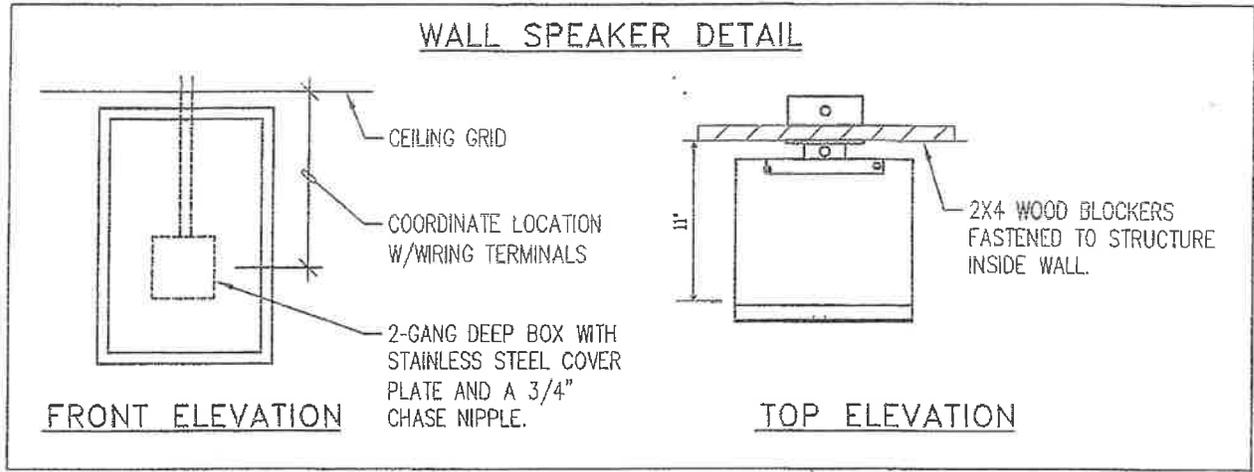


# RECESSED PROJECTION SCREEN

No Scale

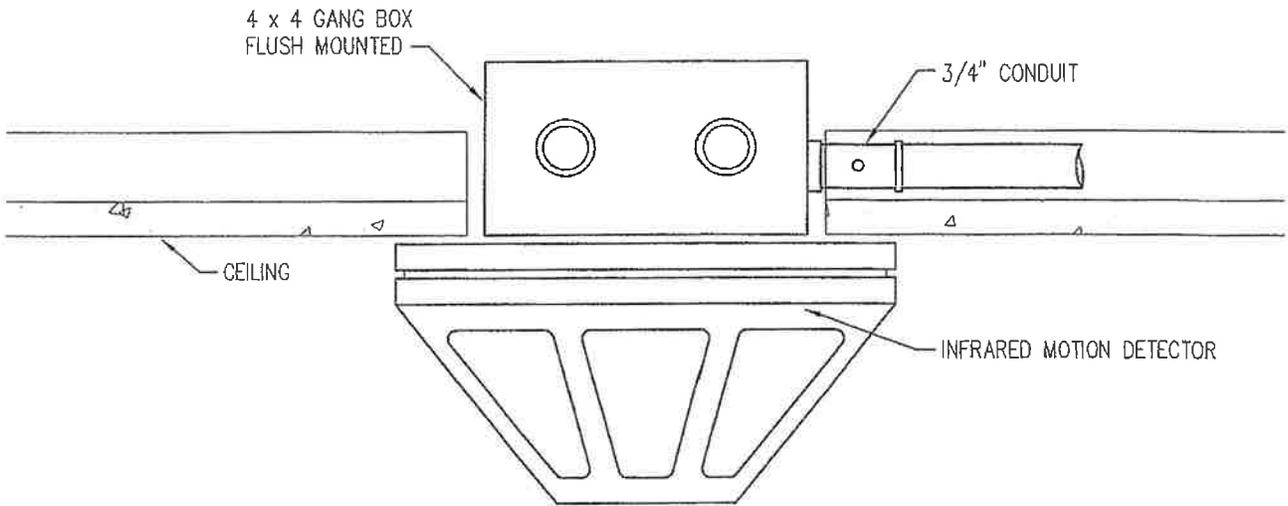
1

AV-D104



# AUDIO SPEAKER MOUNTING DETAIL

No Scale

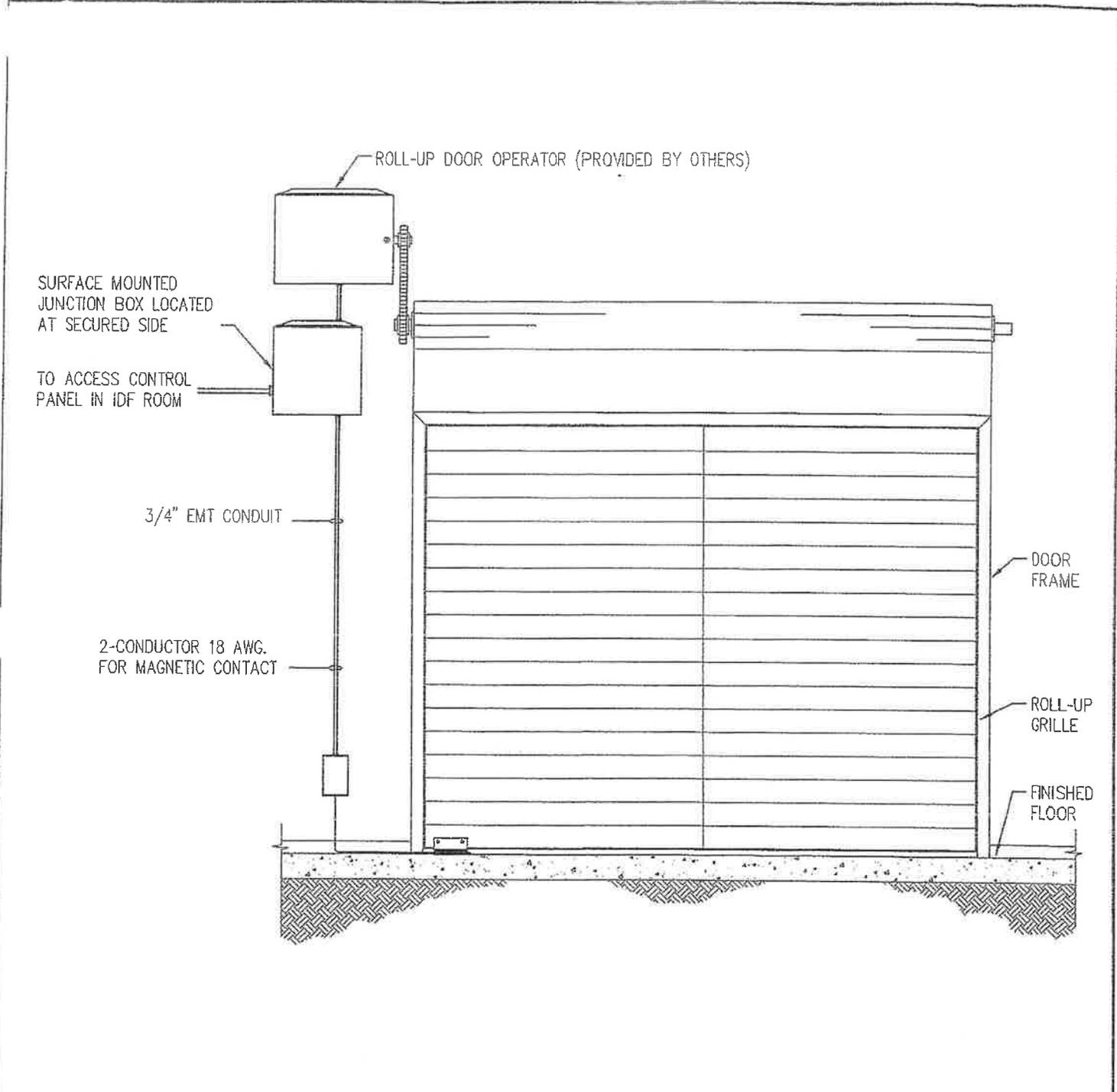


# MOTION DETECTOR CEILING MOUNTED

No Scale

1

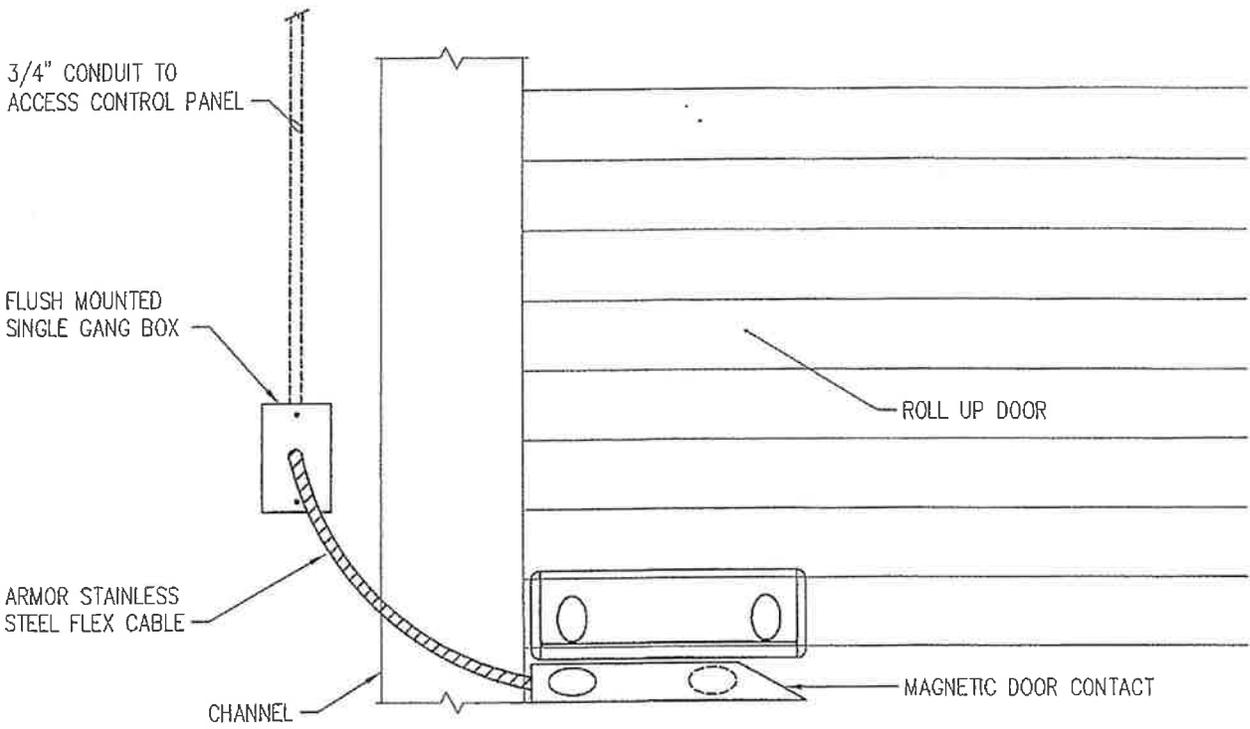
SC-D402



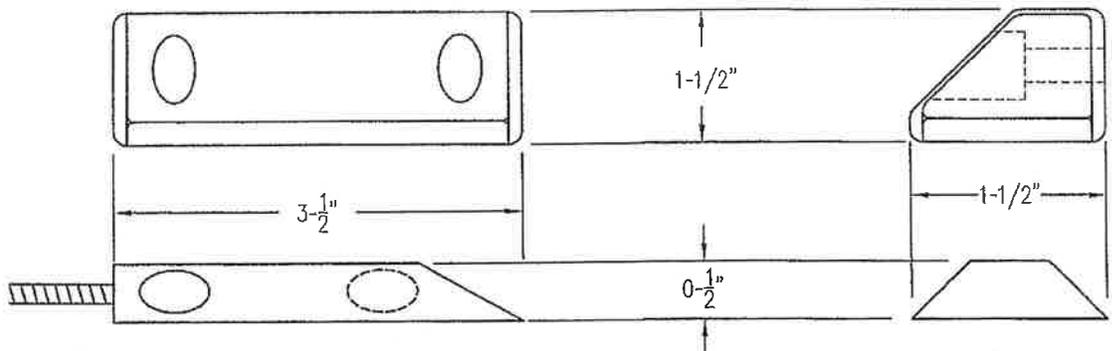
**ROLL-UP DOOR WITH DOOR POSITION SWITCH**  
No Scale

1

SC-D203



SIDE VIEW



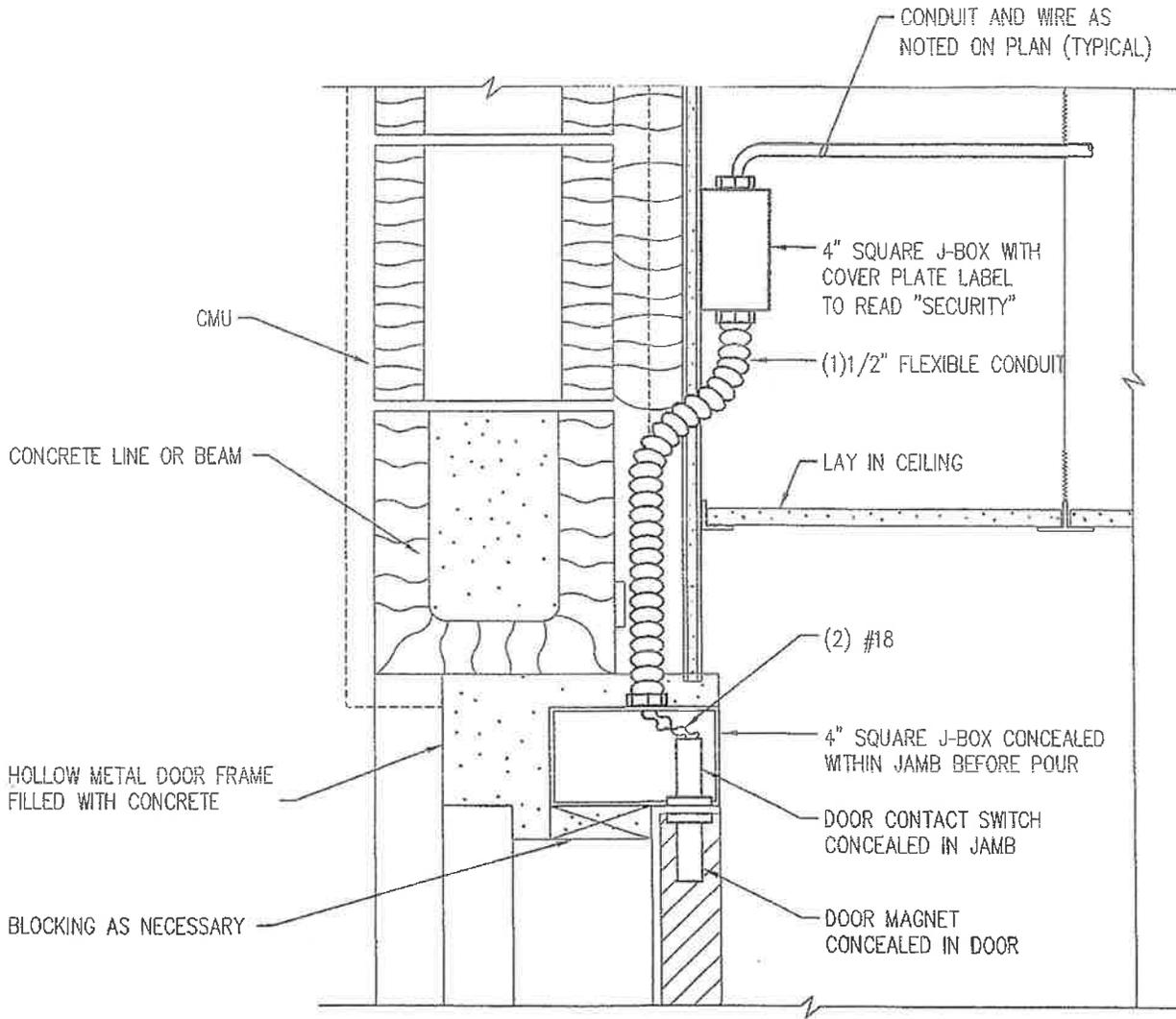
**ROLLUP DOOR - MAGNETIC DOOR POSITION SWITCH**

No Scale

1

**NOTE:**

ARCHITECTURAL DETAILS OF WALL JAMB AND DOOR MAY VARY, BUT METHOD OF MOUNTING J-BOX, CONDUIT, SWITCH AND MAGNET IS TYPICAL THROUGHOUT.

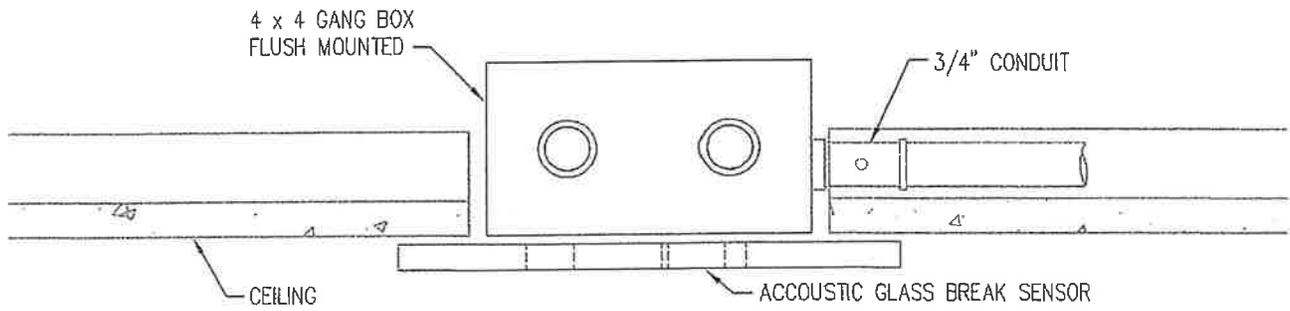


# MAGNETIC DOOR CONTACT INSTALLATION

No Scale

1

SC-D206

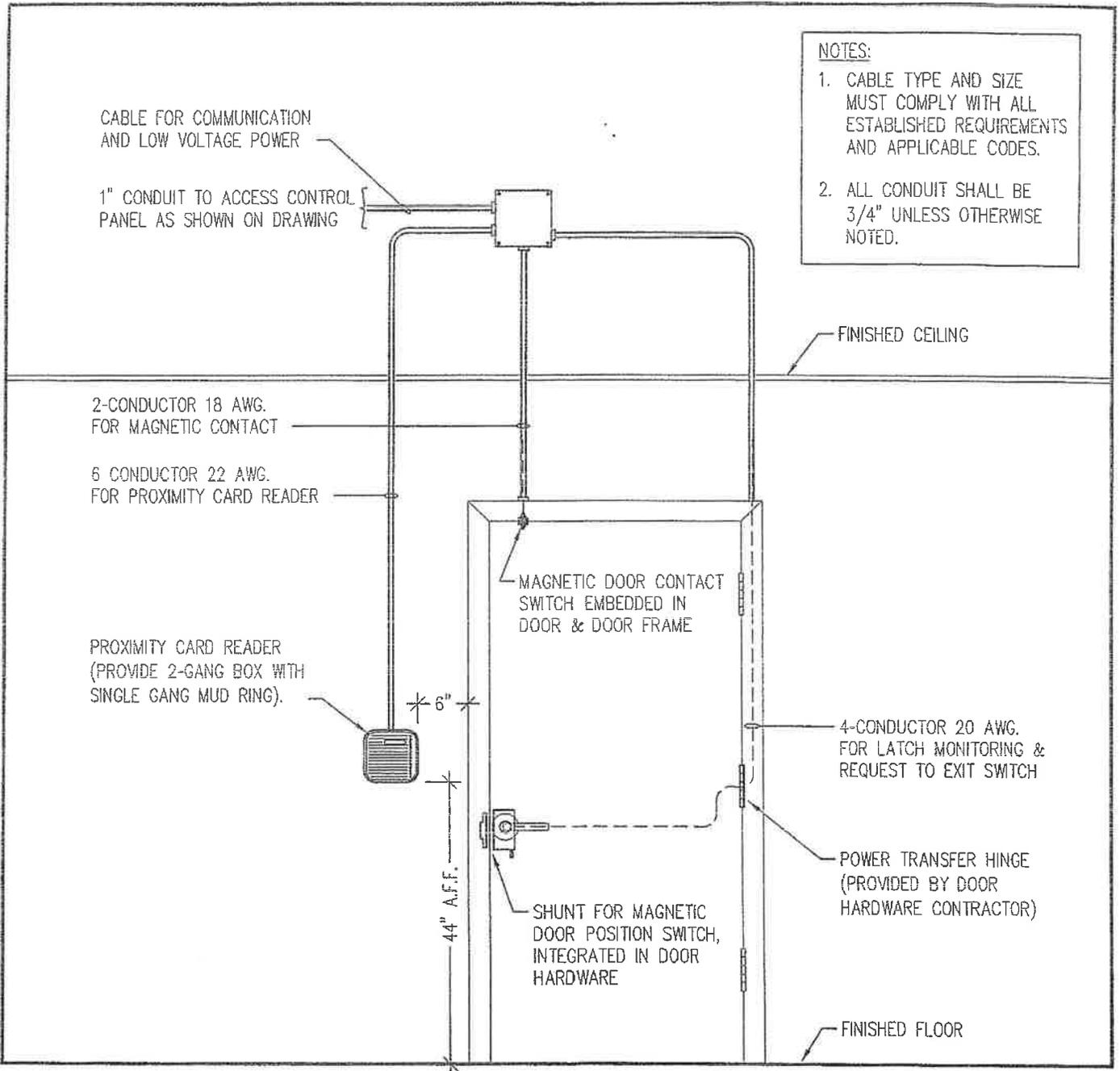


# GLASS BREAK FLUSH MOUNTED

No Scale

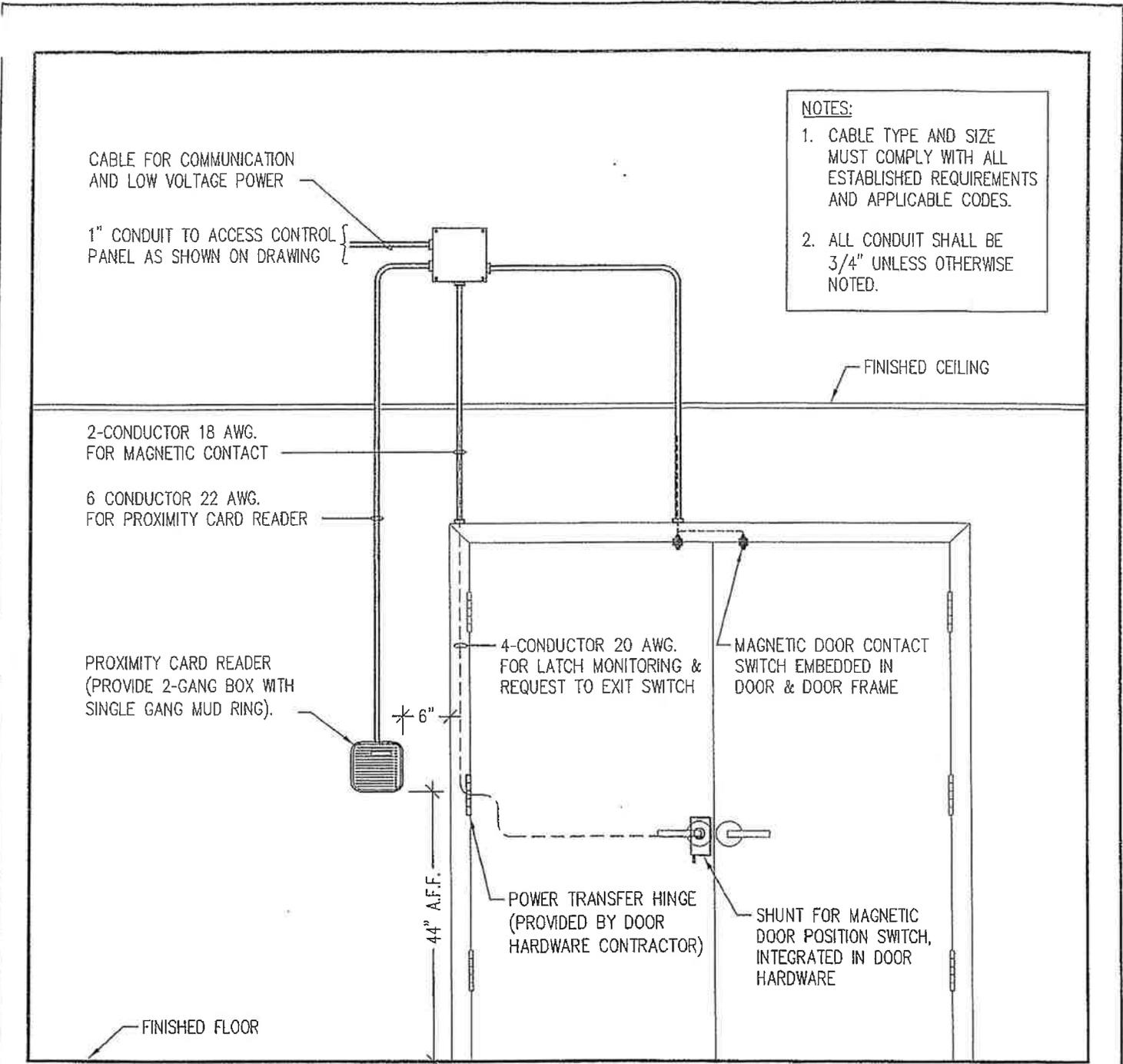
1

SC-D401



# TYPICAL SECURITY DOOR

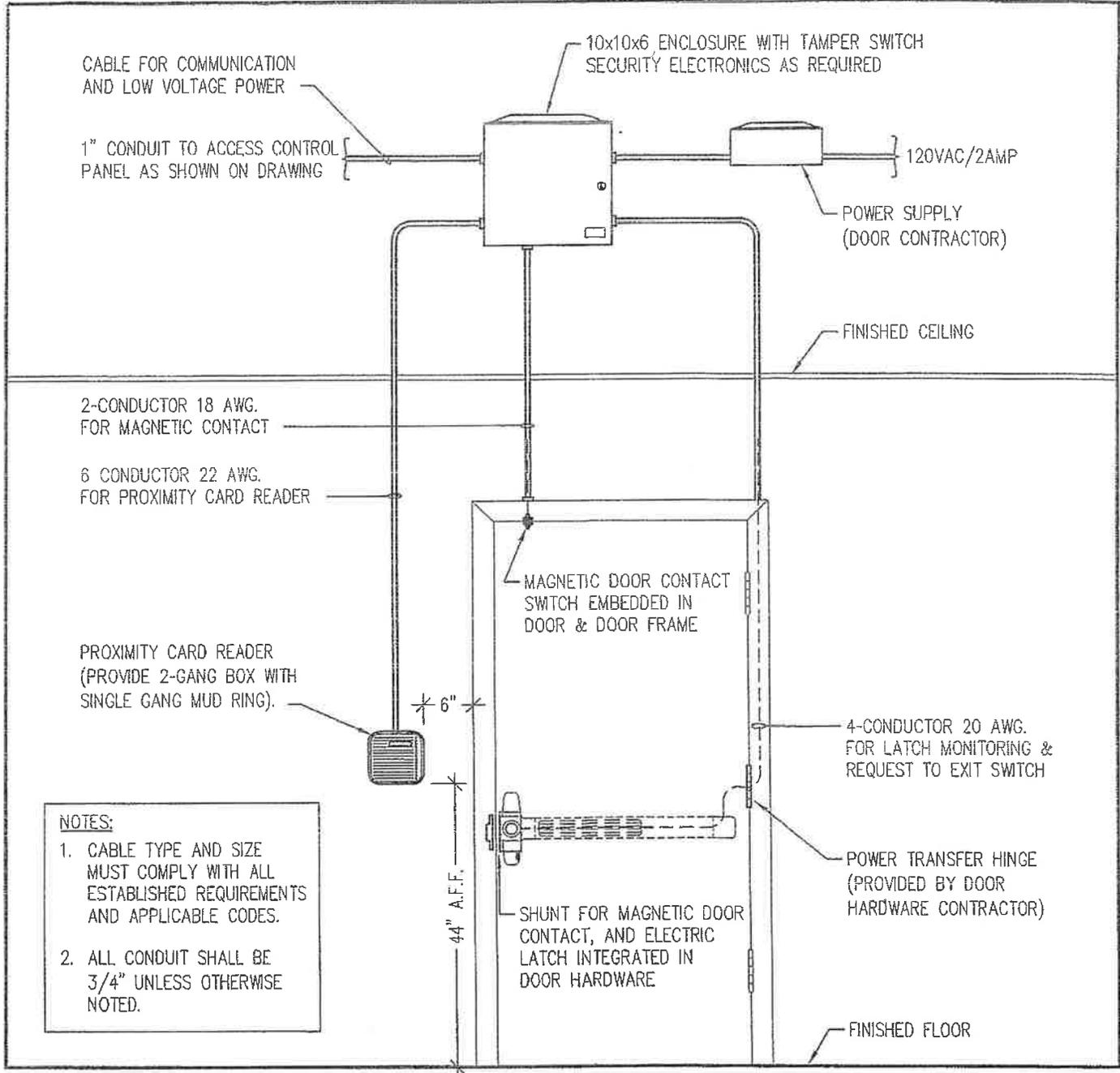
SINGLE DOOR - CARD READER WITH ELECTRIC MORTISE LOCK



# TYPICAL SECURITY DOOR

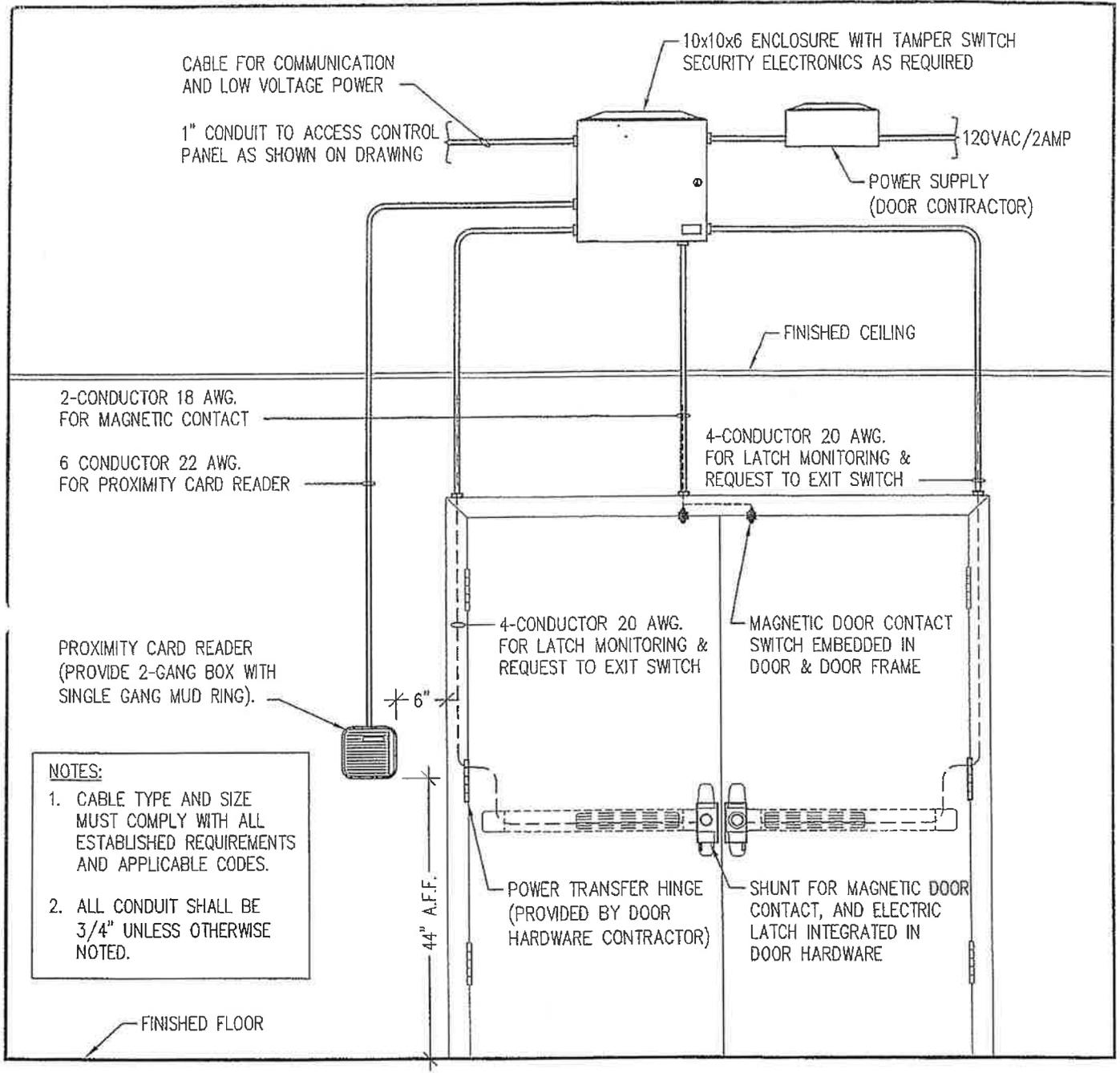
DOUBLE DOOR - CARD READER WITH ELECTRIC MORTISE LOCK

1



# TYPICAL SECURITY DOOR

SINGLE DOOR - CARD READER WITH ELECTRIC LATCH AND DPS



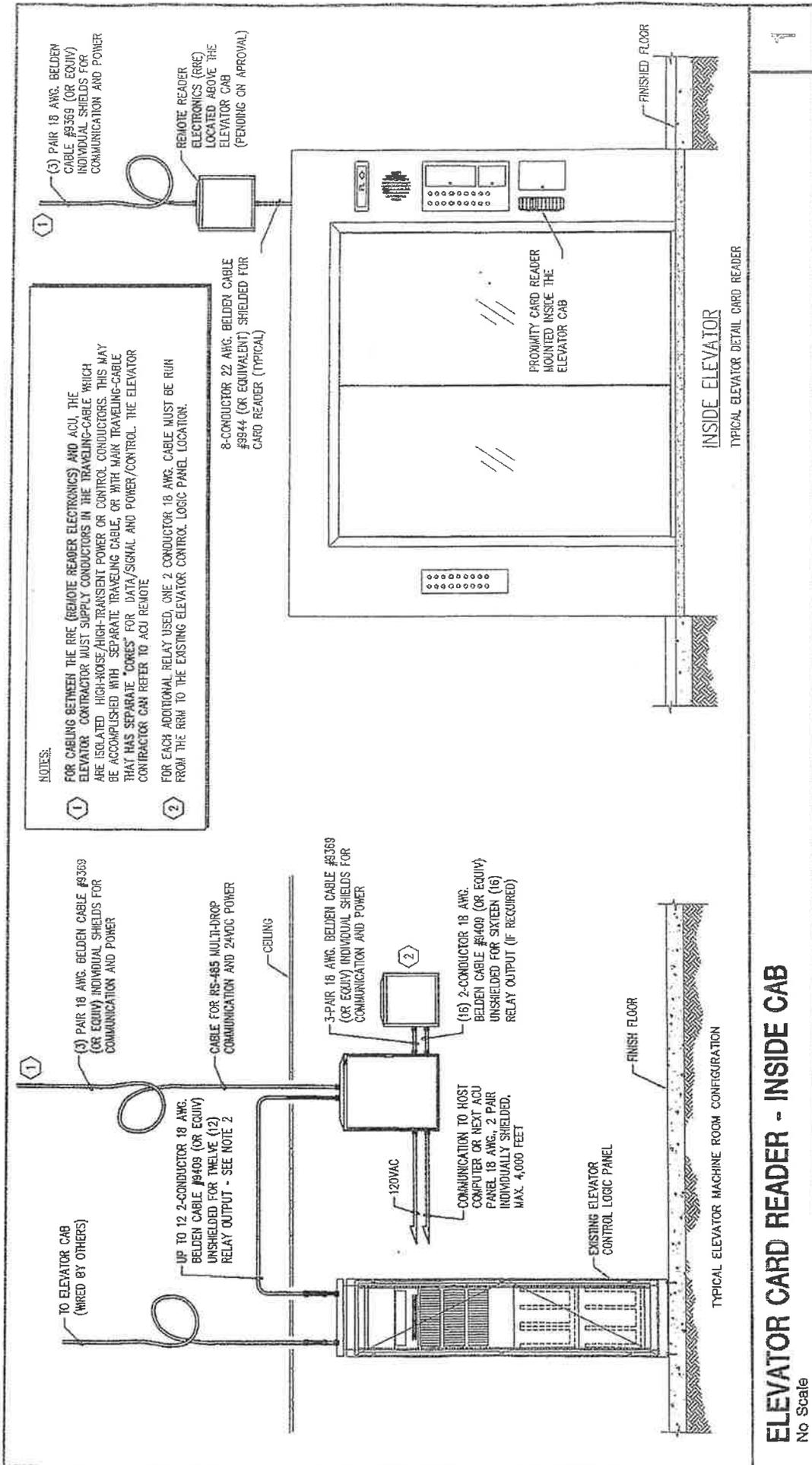
**NOTES:**

1. CABLE TYPE AND SIZE MUST COMPLY WITH ALL ESTABLISHED REQUIREMENTS AND APPLICABLE CODES.
2. ALL CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED.

# TYPICAL SECURITY DOOR

DOUBLE DOOR - CARD READER WITH ELECTRIC LATCH AND DPS

1

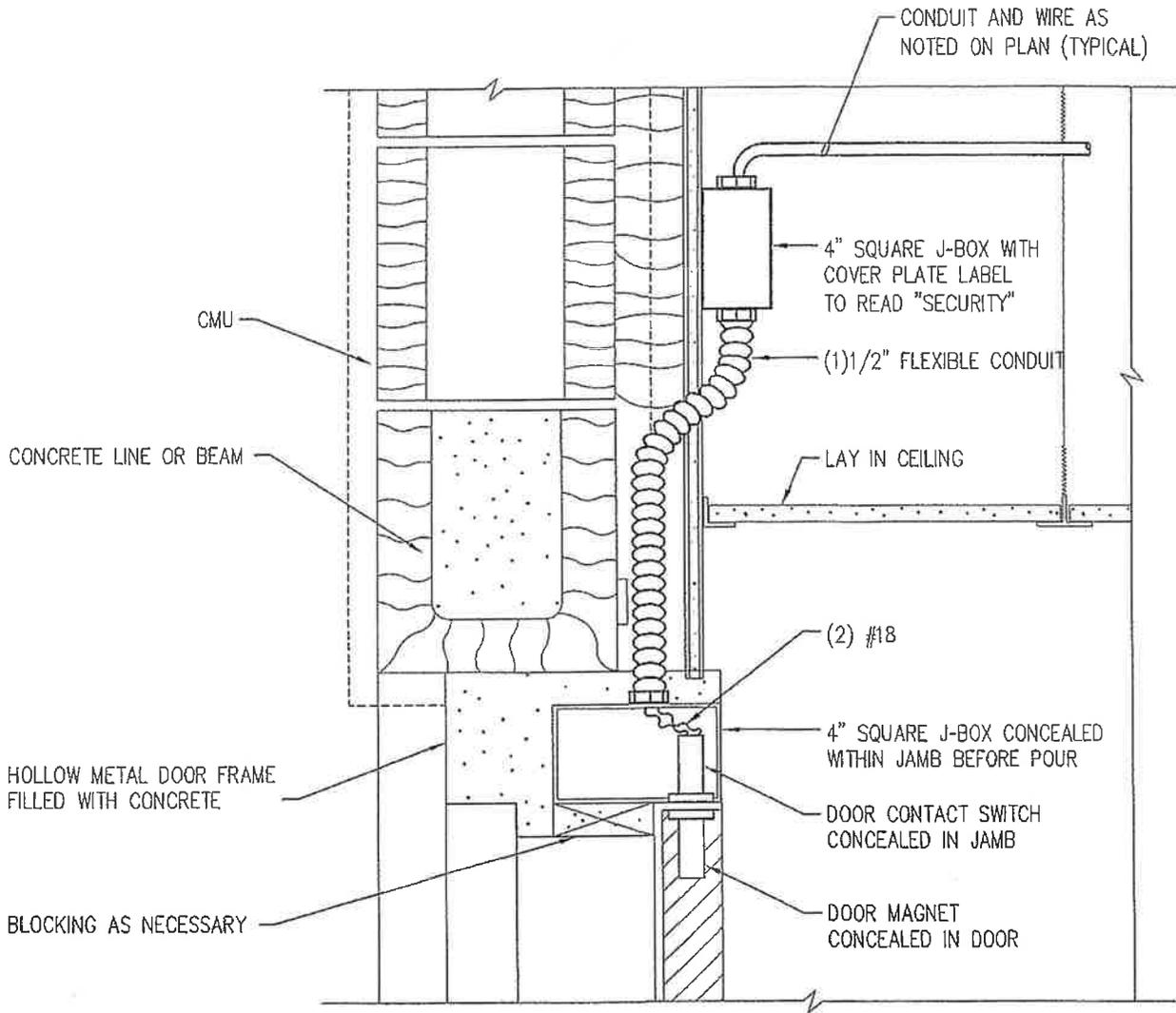


**ELEVATOR CARD READER - INSIDE CAB**

No Scale

**NOTE:**

ARCHITECTURAL DETAILS OF WALL JAMB AND DOOR MAY VARY, BUT METHOD OF MOUNTING J-BOX, CONDUIT, SWITCH AND MAGNET IS TYPICAL THROUGHOUT.

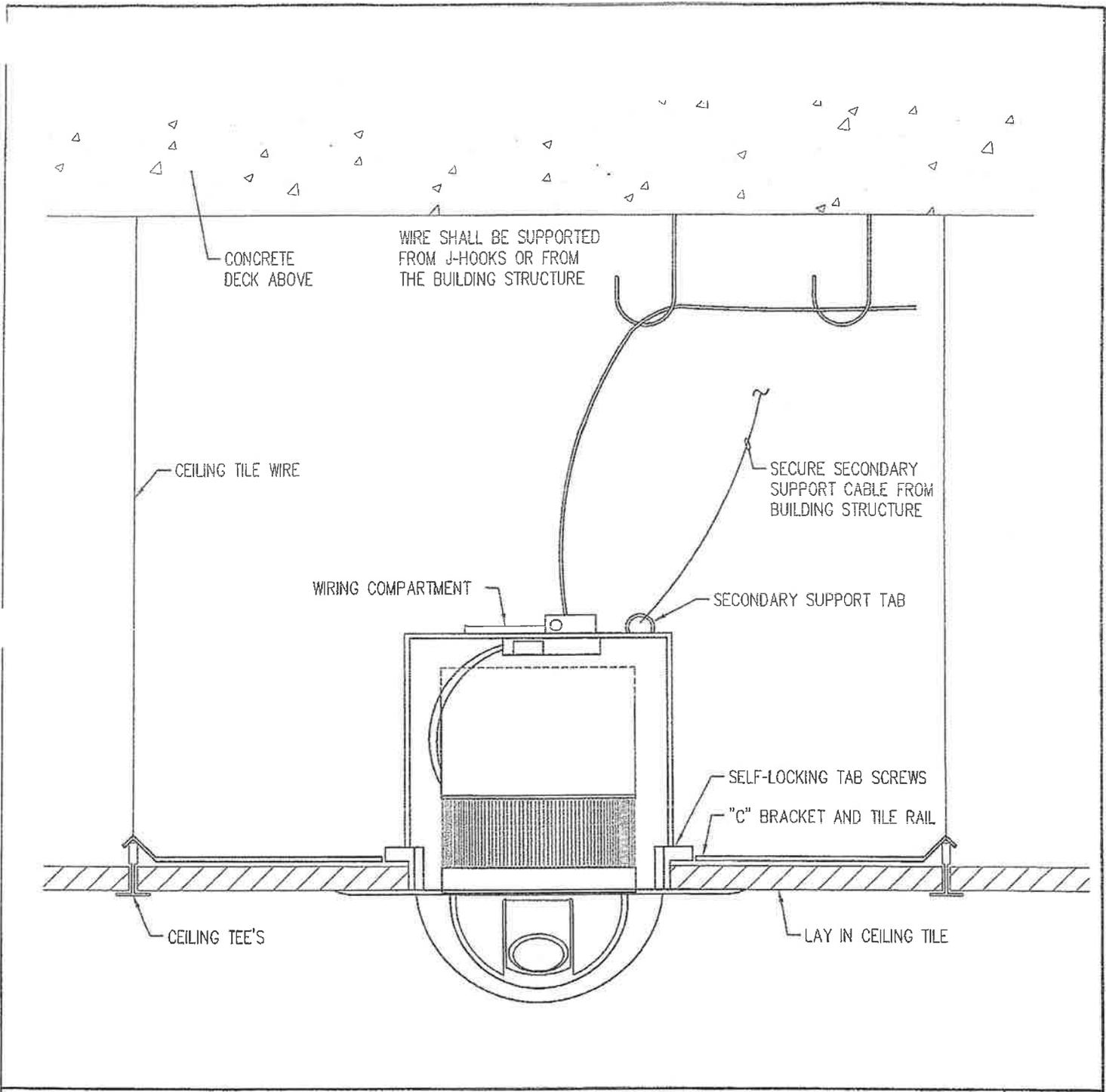


# MAGNETIC DOOR CONTACT INSTALLATION

No Scale

1

SC-D206

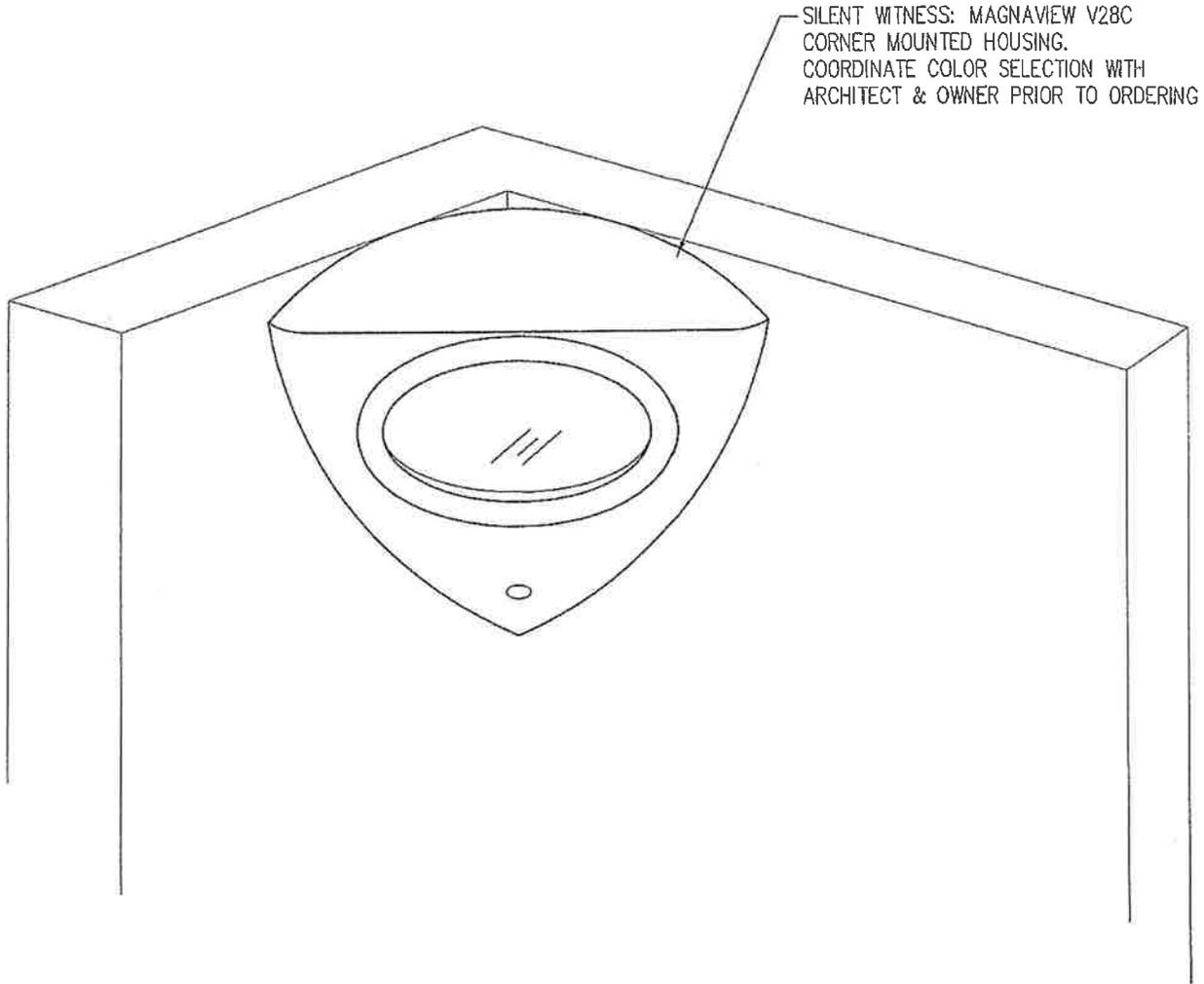


# CAMERA RECESSED MOUNTED

No Scale

1

SC-D501

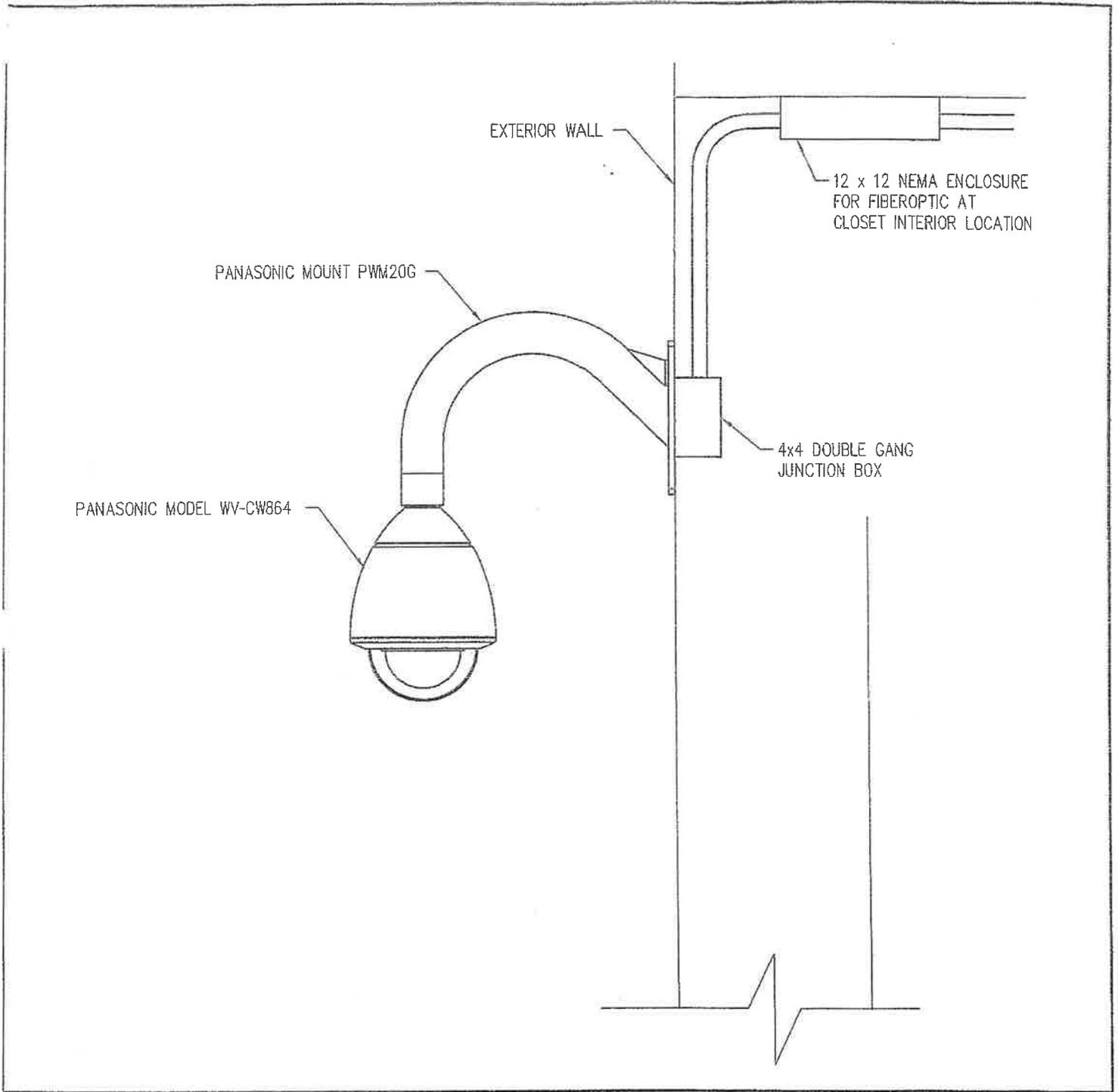


# CAMERA CORNER MOUNTED

No Scale

1

SC-D502

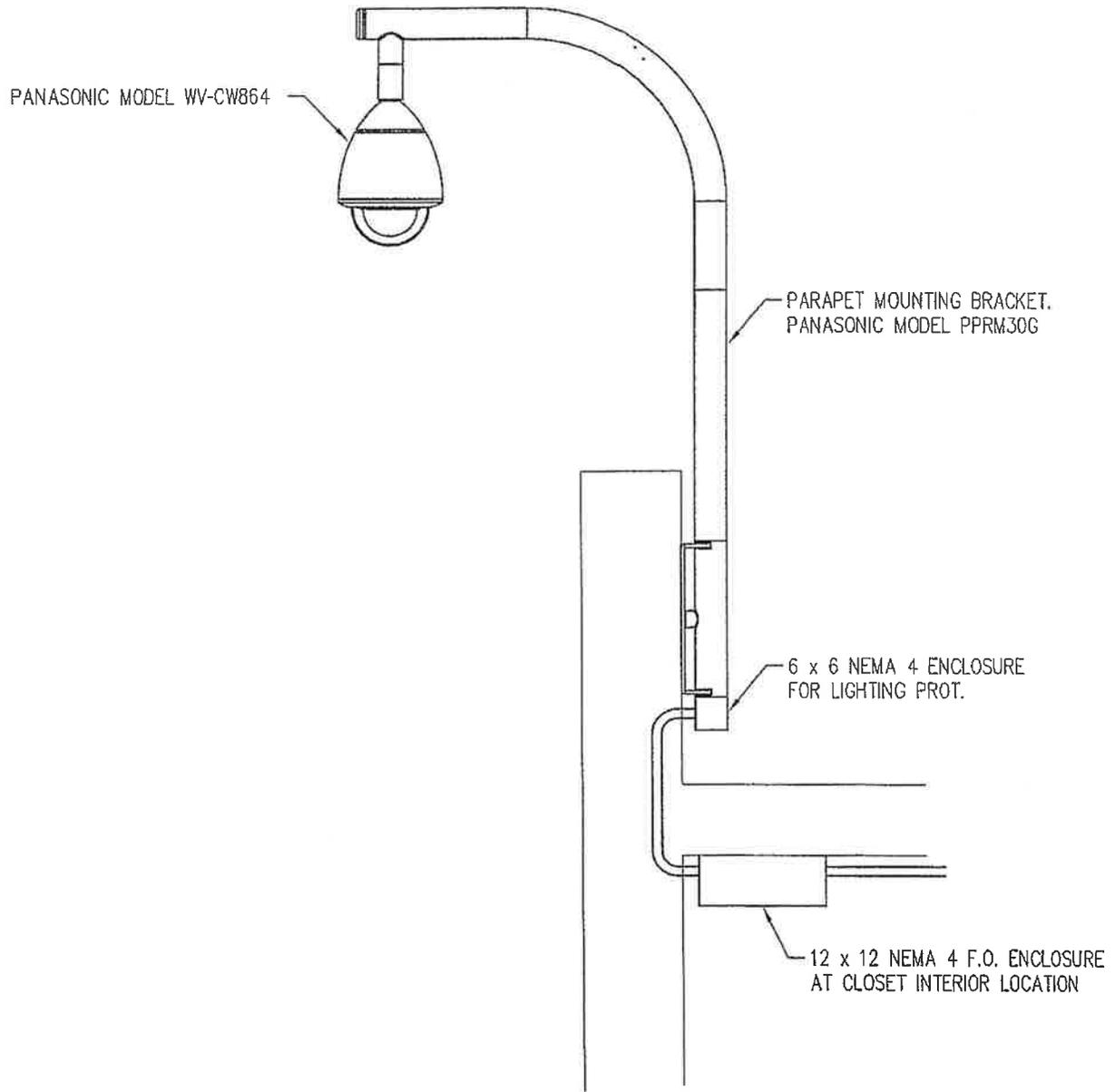


# CAMERA EXTERIOR WALL MOUNTED

No Scale

1

SC-D503

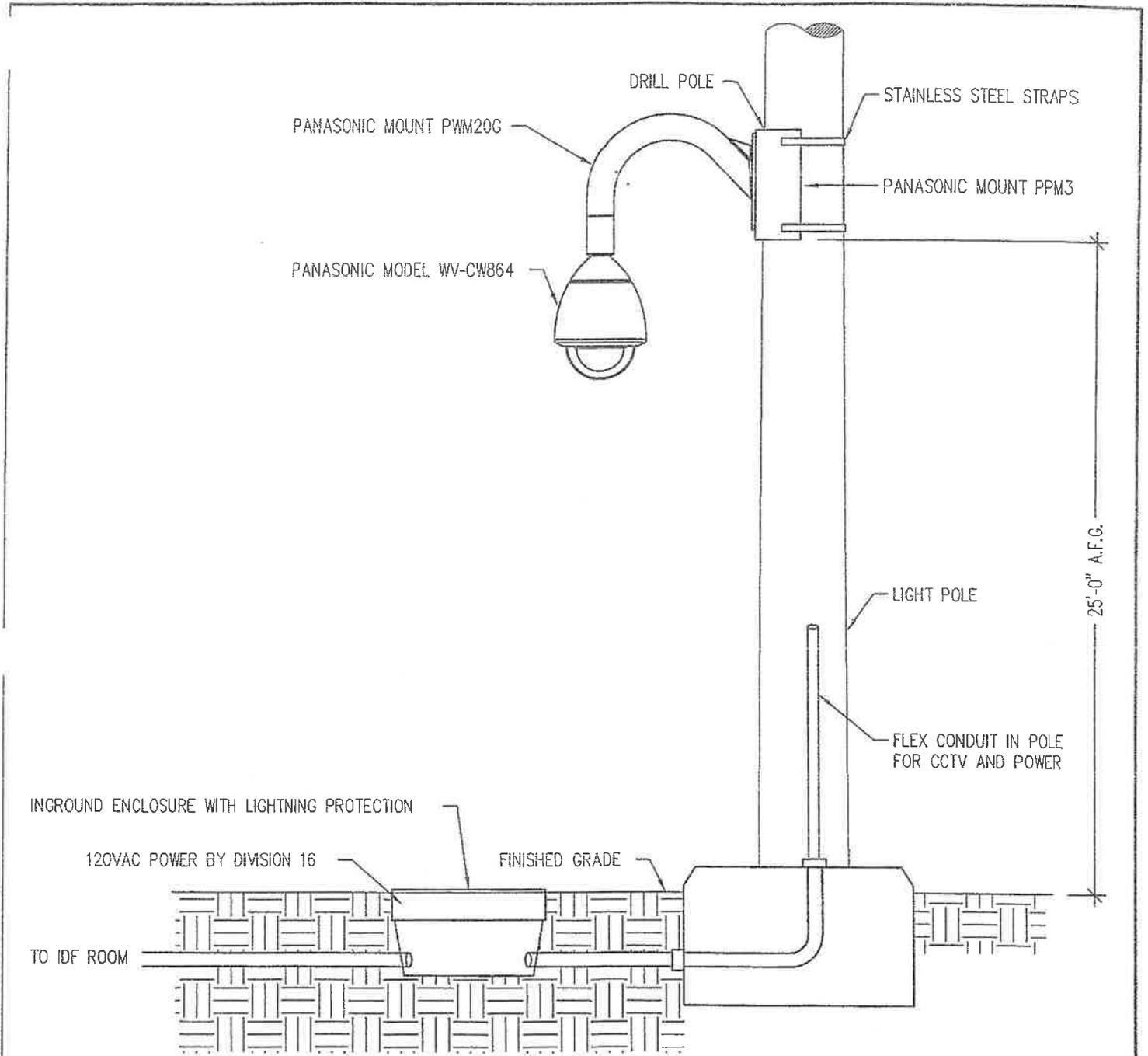


# CAMERA PARAPET MOUNTED

No Scale

1

SC-D504

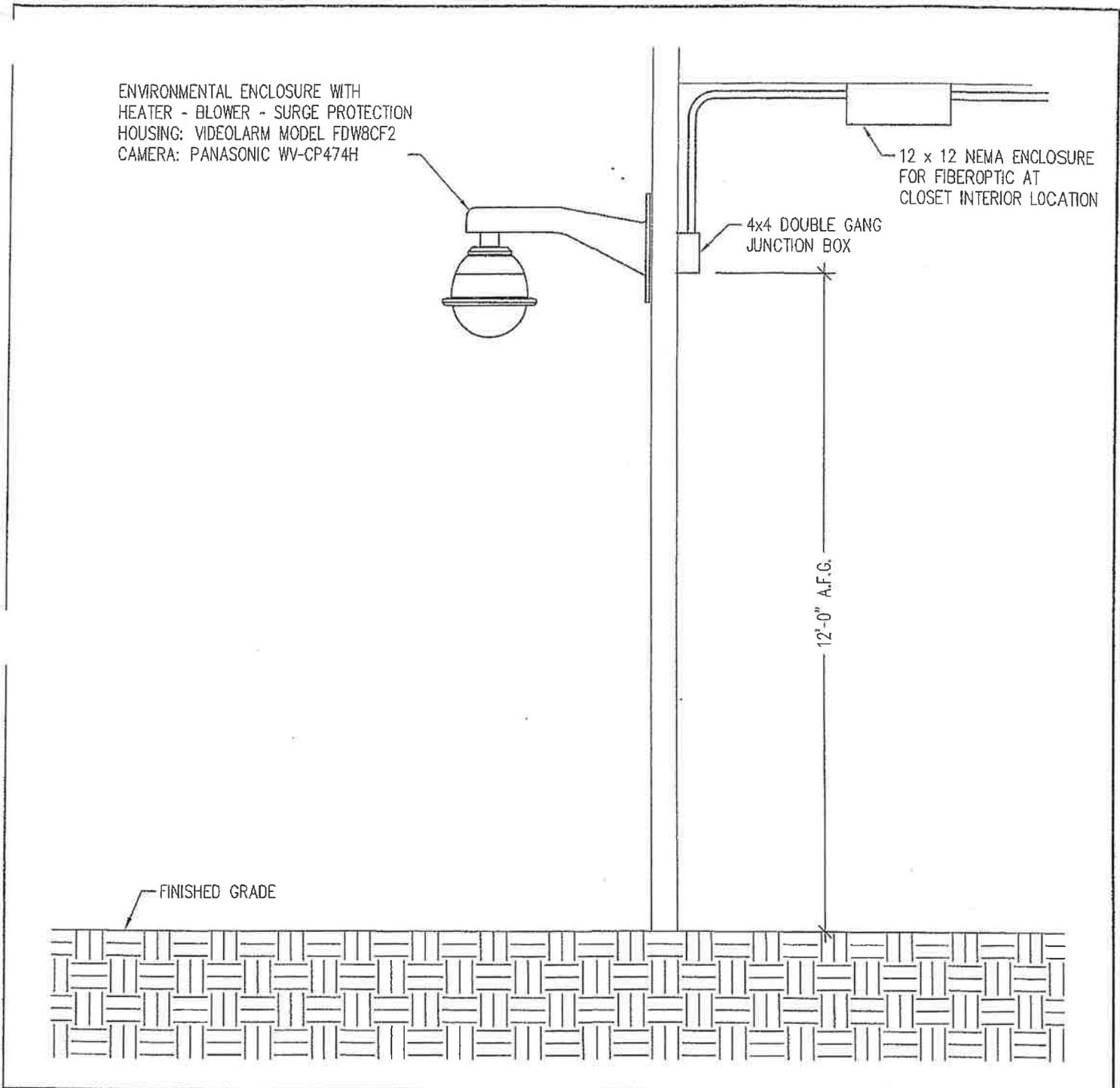


# CAMERA POLE MOUNTED

No Scale

1

SC-D505

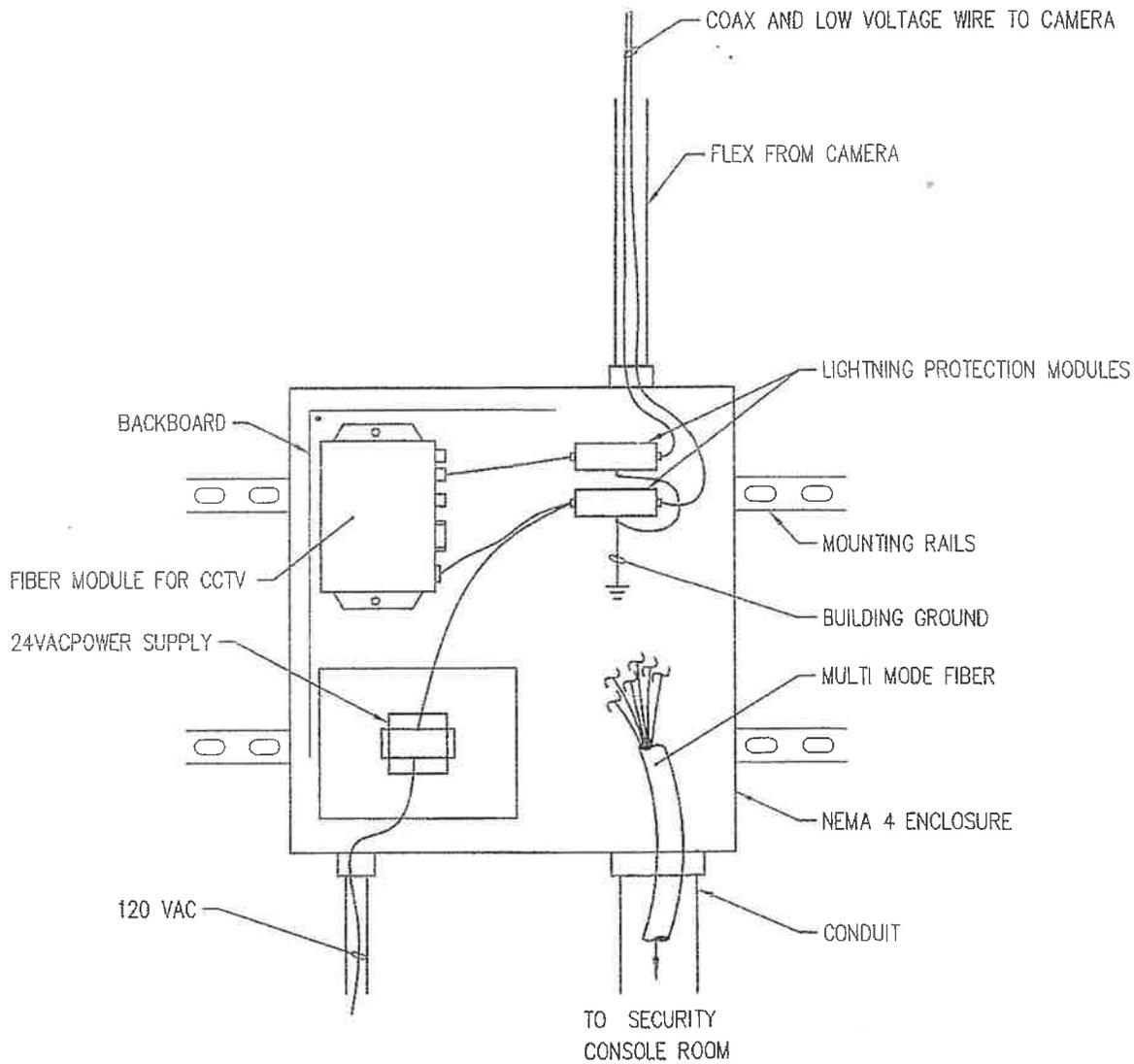


# CAMERA WALL MOUNTED

No Scale

1

SC-D506

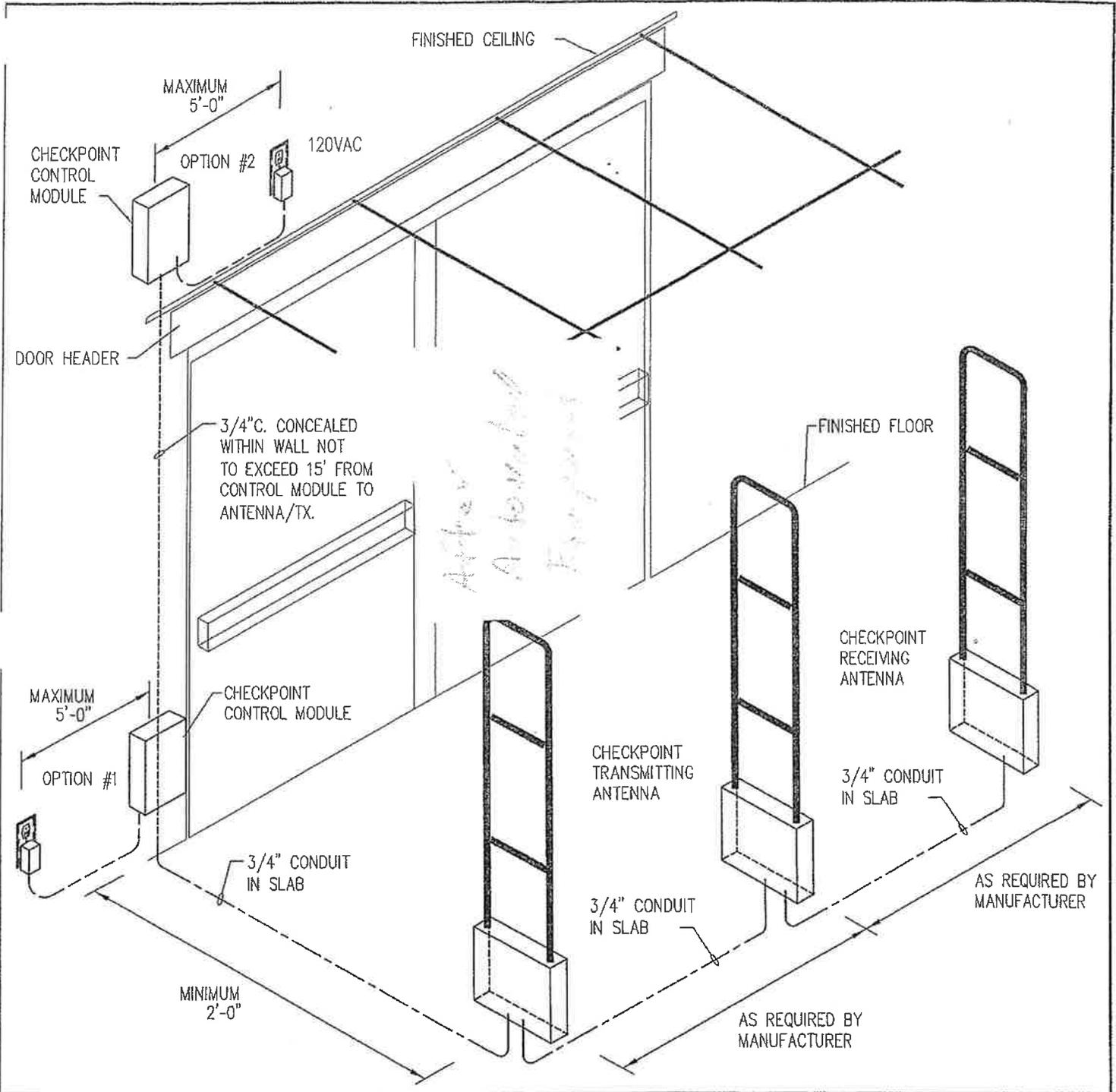


# EXTERIOR INGROUND ENCLOSURE

FOR SITE CCTV CAMERAS & INTERCOMS ON FIBER

1

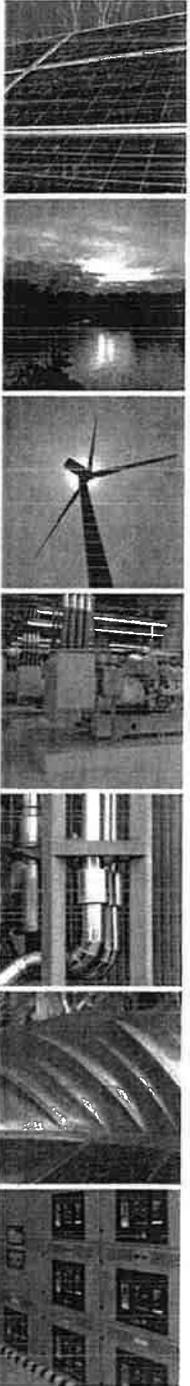
SC-D601



# RF THEFT DETECTION

No Scale

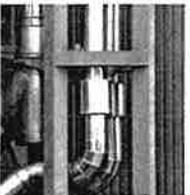
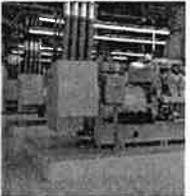
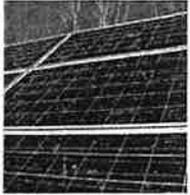
FULTON COUNTY LIBRARIES SCHEMATIC NARRATIVE



Construction Responsibility Matrix - Appendix B					
DESCRIPTION OF TASK	Design / Builder	Design / Builder	TECHNOLOGY CONTRACTOR	TECHNOLOGY CONSULTANT	PAGE
Raceway for technology systems, including standard electrical back boxes as shown on the Technology drawings and conduits to the accessible ceiling space or cable tray as called for on the technology sheets. This also includes the site conduits for communications utilities.		Provide and install, coordinate cable tray, "J" hooks and other support systems routing with other trades.		Specify and show details on Technology drawings	All
Custom back boxes for Technology systems as shown on the technology drawings		Install and provide conduit to ceiling space as described on the Technology drawings.	Provide to the CM at Risk	Provide detail on Technology drawings	Pages 6-13
Cable tray as shown on the Technology drawings.	Show	Provide and install		Specify and show on Technology drawings	Pages 1 & 2
Projection Screens	Show	Install	Provide	Specify	Page 7
Wall mounted displays	Show		Provide and install displays and televisions.	Specify and show on Technology drawings	Page 7
Backing support for wall mounted devices.	Show	Provide and install			Page 7
Ceiling mounted Technology devices including, projectors, wireless access devices and ceiling speakers.			Provide and install	Specify and show on Technology drawings	Pages 6, 7, 8, 12, 13



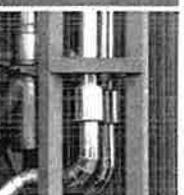
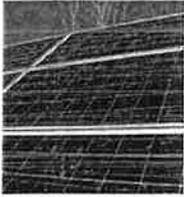
FULTON COUNTY LIBRARIES SCHEMATIC NARRATIVE



Conduit to ceiling mounted devices including, projectors, wireless devices and speakers in open ceiling spaces for devices shown on the Technology drawings.		Provide and install		Specify and show on Technology drawings	All
Security door hardware.	Specify	Provide and install with wiring to the accessible ceiling space			Pages 10 & 11
Security system connections to door hardware sets.			Provide and install for the access control system.	Provide detail on Technology drawings	Pages 10 & 11
Special power supplies required to operate door hardware selected by the Architect and door hardware vendors.	Specify	Provide and install	Coordinate		Pages 10 & 11
Conduit to door hardware components.		Provide and install		Provide detail on Technology drawings	Pages 10 & 11
Penetrations into door frames for installation of door contacts for both intrusion detection and access control.		Provide for the intrusion detection system and access control system.		Provide detail on Technology drawings	Pages 10 & 11
Installation of door contacts for intrusion detection		Provide and install as part of the intrusion detection system		Provide detail on Technology drawings	Pages 10 & 11
Installation of door contacts for access control.			Provide and install as part of the access control system	Provide detail on Technology drawings	Pages 10 & 11



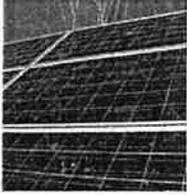
FULTON COUNTY LIBRARIES SCHEMATIC NARRATIVE



Cabling for Network, security devices and audio visual equipment as shown on the Technology drawings.			Provide and installed by the specialty contractors for Audio Visual, Network Cabling, Access Control and camera systems. This doesn't include Intrusion Detection.	Provide detail on Technology drawings	Pages 1, 10, 11
Cabling for intrusion detection		Provide and install, coordinate with FTS.			Pages 8 & 9
Building Technology equipment grounding system including cabling and busbars.	Show on MEP.	Provide and install. Technology drawings will detail AT&T standards.		Provide detail on Technology drawings	Page 2
Final grounding from busbar to Technology equipment and racks.			Provide and install	Provide detail on Technology drawings	Page 2
Intrusion Detection		Provide and install, coordinate with FTS.		Provide specifications and drawings with details	Page 8 & 9
Public Address System		Provide and install	DoIT will provide and install an Analog Telephone Adapter	Provide specifications and drawings with details	Page 6
Cable television drops		Provide and install horizontal cabling		Provide specifications and drawings with details	Page 5
Patron PC's	Show on MEP	Provide power	DoIT will install	Locations shown on Technology drawings	Page 2 & 3



FULTON COUNTY LIBRARIES SCHEMATIC NARRATIVE



Staff PC's	Show	Provide power	DoIT will install	Locations shown on Technology drawings	Page 2 & 3
OPAC PC's	Show	Provide power	DoIT will install	Locations shown on Technology drawings	Page 2 & 3
Patron PC's for PC reservation and print release.	Show	Provide power	DoIT will install	Locations shown on Technology drawings	Page 2 & 3
Content protection gates	Show on MEP	Provide conduit to the gates for power and control. Two (2) 1" conduits.	AMHS vendor will provide and install.	Locations shown on Technology drawings with a detail of installation requirements.	Page 14
Self Check stations	Show	Provide power	Vendor to provide and install	Locations shown on Technology drawings	Page 14
Tablet Dispensers	Show	Provide power	Vendor to provide and install	Locations shown on Technology drawings	



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Tallahassee, Florida 32303  
850/298-4448 • FAX 850/298-4453

500 N. Westshore Blvd., Suite 435  
Tampa, Florida 33609  
813/637-0110 • FAX 813/637-0013

1650 Prudential Drive, Suite 200  
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800 Fairway Drive, Suite 250  
Deerfield Beach, Florida 33441  
305/774-1977 • FAX 305/774-6293

5757 Blue Lagoon Drive, #400  
Miami, FL 33126  
305/266-6555 • FAX 305/266-6695

6 Cadillac Drive, Suite 200  
Brentwood, Tennessee 37027-1322  
615/297-4554 • FAX 615/297-4471

2625 Elm Street  
Suite 104  
Dallas, Texas 75226  
214/540-5900 • 214/540-5940

Internet address:  
<http://www.tlc-engineers.com>

## Technology Consultant Description of Work & Deliverables

### DESIGN PHASE:

- The Technology Consultant (TC) shall utilize the Atlanta Fulton Public Library Systems Technology Guidelines and Fulton County's Department of Information Technology's (DoIT) Structured Cabling guidelines to develop Technology Drawings that include, but not necessarily be limited to: Technology Demolition Drawings; Access Control and CCTV drawings; Audio/Video Drawings; Intrusion Detection and Paging Drawings; Structured Cabling Drawings; Technology Details; and Technology Riser Diagrams.
- The TC shall be under contract to Fulton County and shall report directly to Fulton County's Program Management Team (PMT).
- The TC shall work closely with the Design/Builder through all phases of design phase and develop the technology specifications and drawings. The Design/Builder shall incorporate these drawings and specifications into their projects design set of drawings and specifications for the project.
- The TC shall work closely with the Design/Builders hardware consultant to ensure that doors/hardware specifications are coordinated with the access control drawings.

### BID/PRICING PHASE:

- A. The Technology Consultant shall assist the Design/Build Team with addenda and clarifications in response to questions raised during the bid/pricing phase.

### CONSTRUCTION PHASE:

- A. Assist the County, as directed with the purchase of Hardware and Software for the program. Assist the County, as directed with coordination of related Consultants and arrangements with vendors providing labor required for complete and total installation of all Hardware and Software included in the program in accordance with the project schedule and specifications. Test, evaluate and certify, in conjunction with DoIT, the performance of network and all related Technology systems in accordance with plans and product specifications. Provide services related to the maintenance of warranties. Assist the County with coordination of County training for all features of all equipment included in the project before opening day and troubleshooting for a period after the completion of the project as indicated in product specifications.
- B. For Security design, the Technology Consultant will, in coordination with DoIT:
  1. Review and coordinate with the Schedule for Construction.
  2. Review submittals for compliance with the CDs.
  3. Respond to construction Technology RFIs and attend any coordination meetings set by the Design/Build Team.

4. Observe and report periodically (at least monthly, through Grand Opening Day) on the progress of purchases and installation of components of the Security Systems.
5. Manage County training for complete operation of all components of Library Security before opening day.

Construction Phase Deliverables:

- Provide County assistance with submittal review, vendor purchases, and schedule for purchase and installation
- Trouble shooting for operational products/systems
- Assistance with obtaining product submittals, support and warranties
- Technology systems testing evaluations
- Provide County Assistance with training

General Considerations

- A. The selected Technology Consultant shall contract directly with the County for these services, but shall report to the County's Program Manager (PMT). The PMT shall have the authority, acting as the County's agent, to transmit instructions, render timely decision, and ensure that the County's interests are protected in all issues related to design, construction and furnishing of the library projects.
- B. Construction Administration: The Technology Consultant is charged with final equipment inspection and shall submit field reports for each site visit.
- C. The Technology Consultant and County representatives shall at all times be provided with and have access to the work at any time when in preparation or progress.
- D. The Technology Consultant shall be required to attend meetings during equipment installation.

### **FF&E Consultant Description of Work & Deliverables**

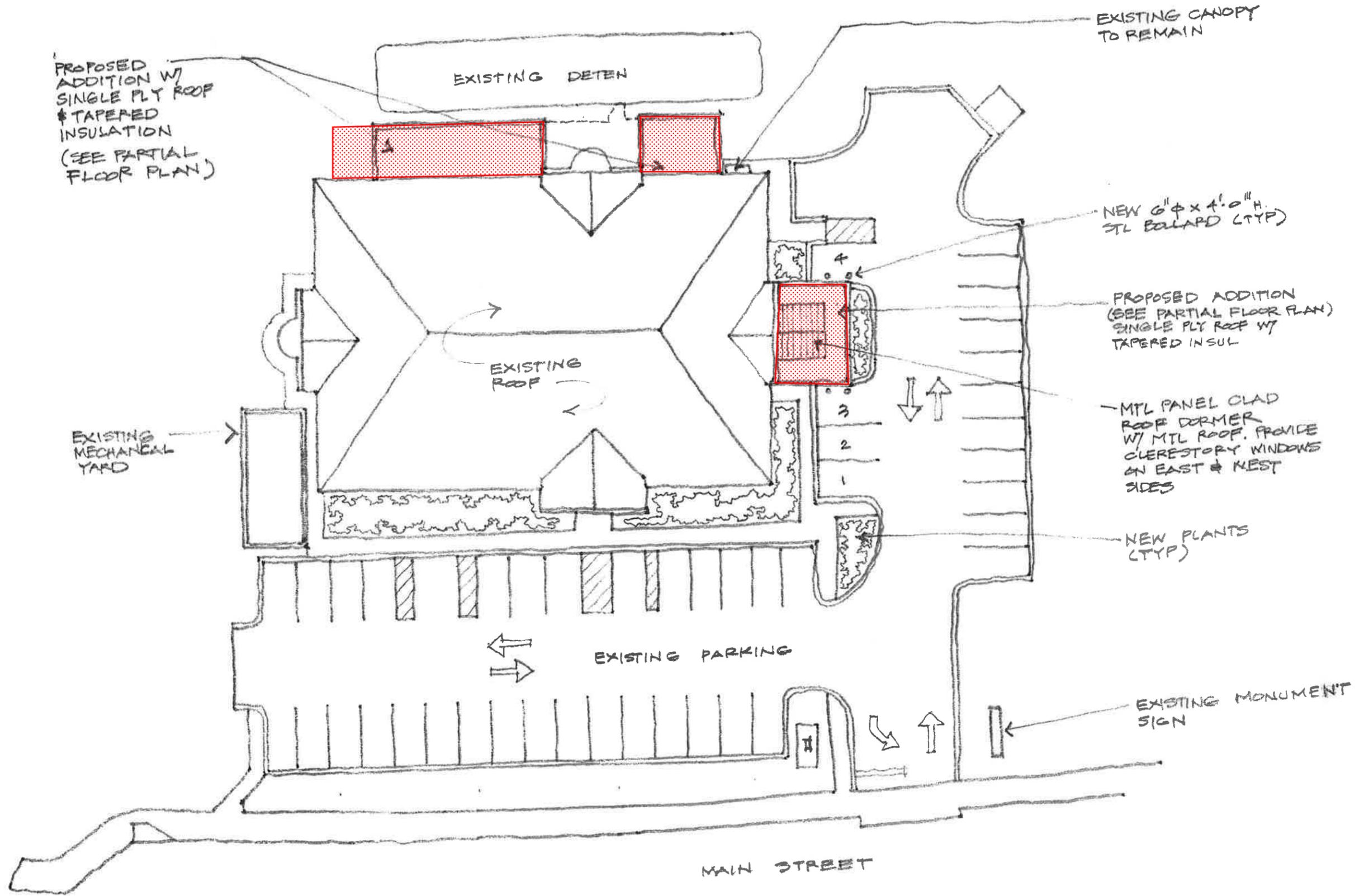
1. The County's FF&E Consultant shall provide FF&E design and construction documentation, including Furniture drawings, FF&E specifications, budgeting, cost estimating, scheduling, and coordination required to assist the Atlanta Fulton Public Library System, the County, and the Design/Build Team with the selection, procurement, delivery, and installation of all FF&E for each library.
2. The Design Build Team shall coordinate fully with the FF&E consultant through-out design process, including but not limited to attendance to design team meetings; sharing of backgrounds/drawings, etc. The Design/Build Team shall incorporate the Furniture drawings/plans and specifications into their set of project documents.
3. The FF&E Consultant will develop FF&E bid packages, including Basis of Design items and alternates, for each library.
4. The FF&E Consultant will work in cooperation with The Design/Build Team, County, Program Management Team (PMT) and Library Administration over the full timeframe of the project schedule.
5. The FF&E Consultant shall assist the Design/Build Team with development of a "Transition Schedule" for each library on all activities involving FF&E beginning with milestone dates for ordering and procuring all FF&E, and for milestones identified from "Substantial Completion" through "Final Completion", and for the "Move" and Final Inspections.
6. The FF&E Consultant will inspect FF&E deliveries for proper fulfillment and placement of all FF&E specified in the Purchase Orders, and assist the Design/Build Team with filing claims for missing or damaged FF&E.
7. The FF&E Consultant will gather all warranties and submittals for FF&E and submit them to the Design/Build Team for incorporation into their final warranty submittals to the County
8. The FF&E Consultant will work in collaboration with the County's selected Design/Build Team and the PMT for the project in matters including constructability, cost control and timely progress of the work.
9. The FF&E Consultant (FF&EC) will assist the Design/Build Team with assembling Purchase orders for the FF&E. The FF&EC will also assist the Design/Build Team with coordinating the delivery, inspection, and proper placement of these items.
10. The Furniture, Fixtures & Equipment (FF&E) Consultant will:
  - a) Assist the Design/Build Team with Purchase Orders for FF&E for the Project. Document progress relative to Procurement Plan at monthly meetings with the Design/Build Team during the Construction Phase. These meetings will continue on a weekly basis from Substantial Completion to Final Acceptance of the FF&E by the FF&EC.
  - b) Assist the Design/Build Team with FF&E ordering, delivery and installation in accordance with Construction Schedules.
  - c) Attend on-site meetings related to FF&E schedules, deliveries and installation. Assist the Design/Build Team with the FF&E deliveries, installations and inspections. Arrange with vendors and provide personnel required for on-site management of a complete delivery, installation, and inspection of FF&E items in accordance with the Project

Schedule and Specifications. Assist the Design/Build Team with claims for any damaged or missing products.

d) Provide information to the County and Library related to the Maintenance of Warranties.

11. Construction Phase Deliverables for the FF&E:

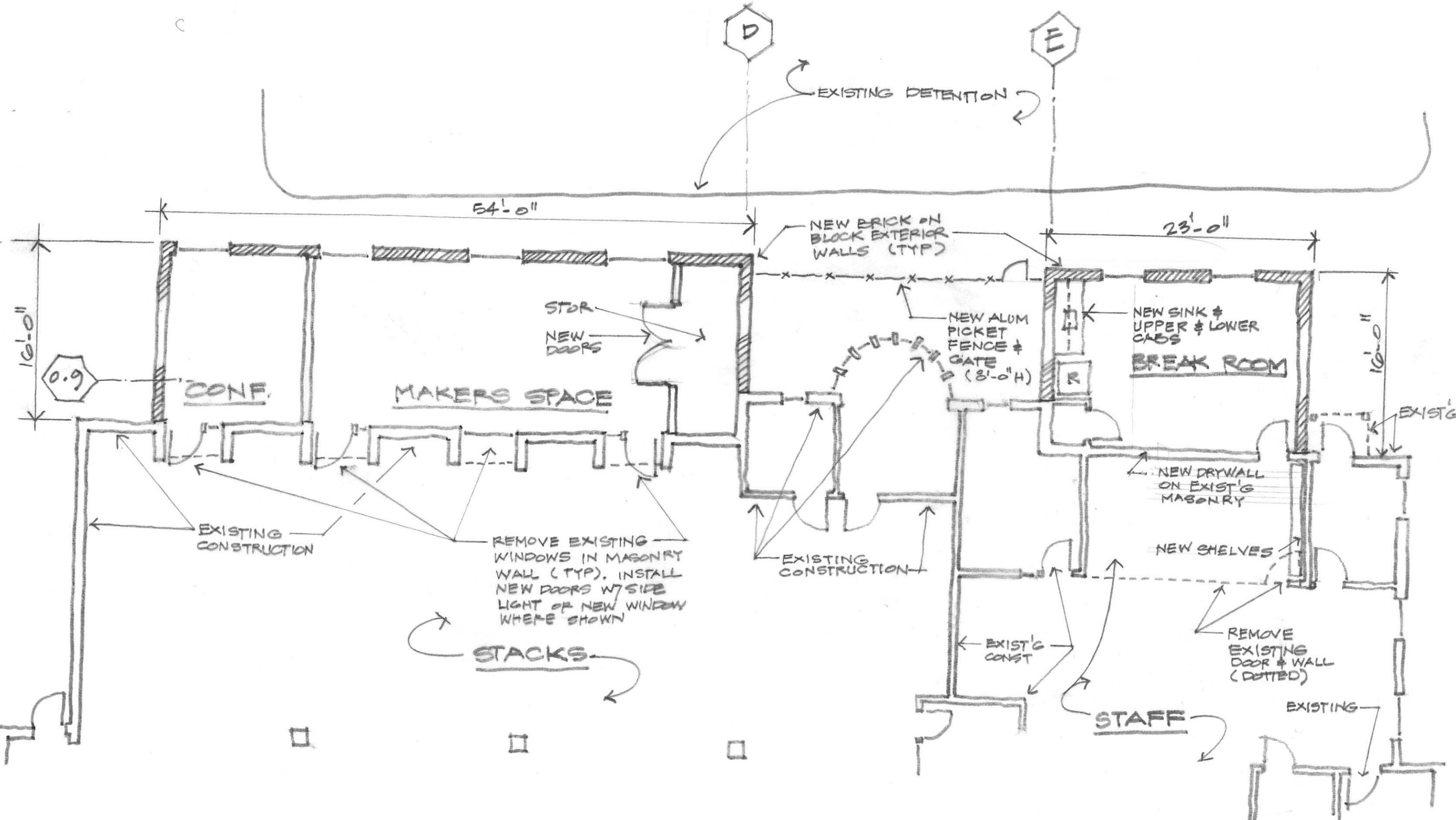
- a) Final FF&E Cost Report for all projects in the program
- b) Monthly Procurement Plan progress reports at meetings (weekly following Substantial Completion)
- c) Assist with Purchase Orders for FF&E
- d) Assist with Coordination of FF&E ordering, delivery and installation and coordinate with the Design/Build Team's Construction Schedules
- e) On-site meetings related to FF&E deliveries, installations
- f) Inspect FF&E set-up, installations and assist Design/Build Team with claims for damaged or missing products
- g) Collect Product Submittals and Warranties; deliver and review with County



ARCHITECTURAL SITE PLAN  
NTS



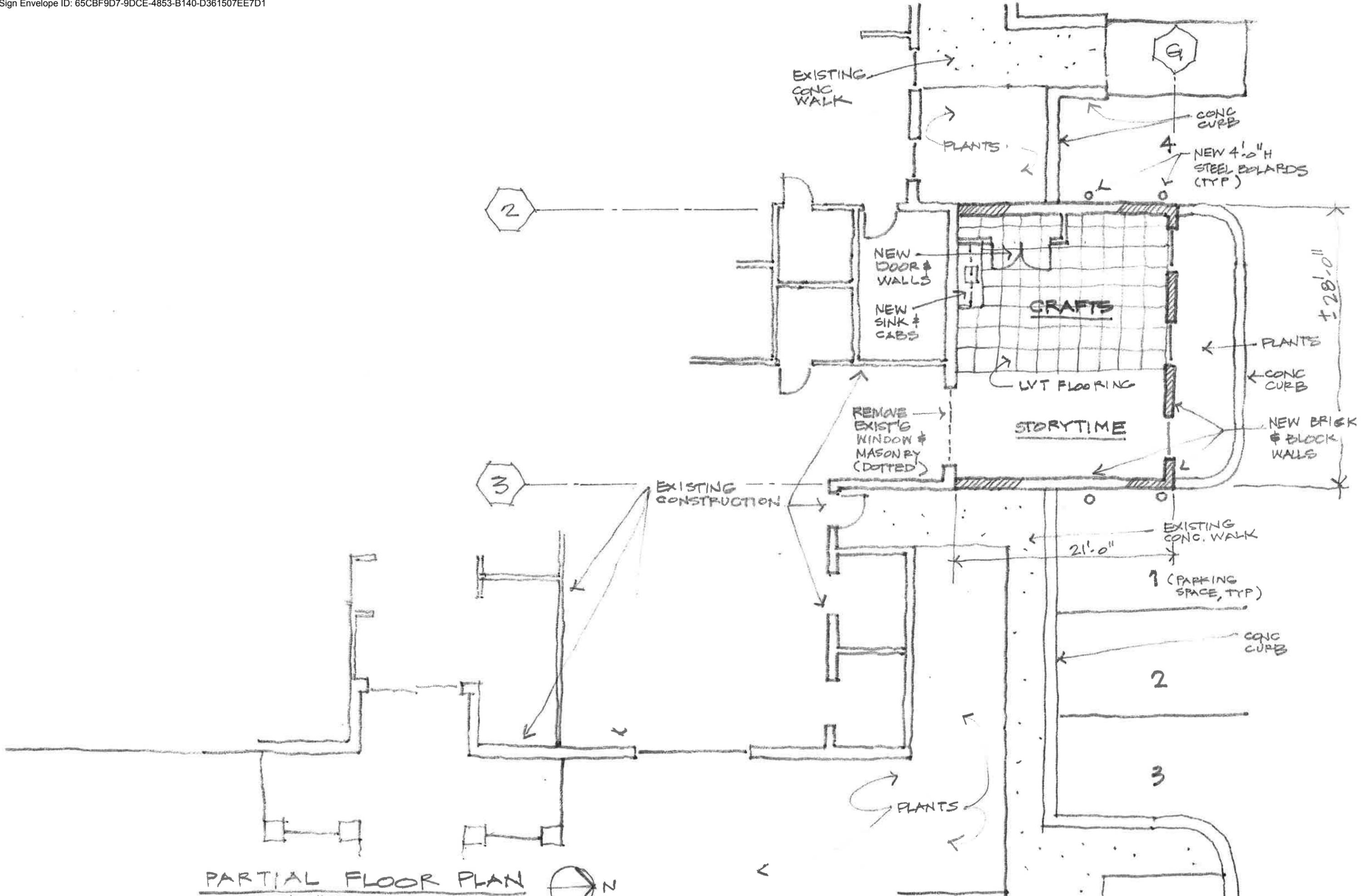
EAST POINT LIBRARY

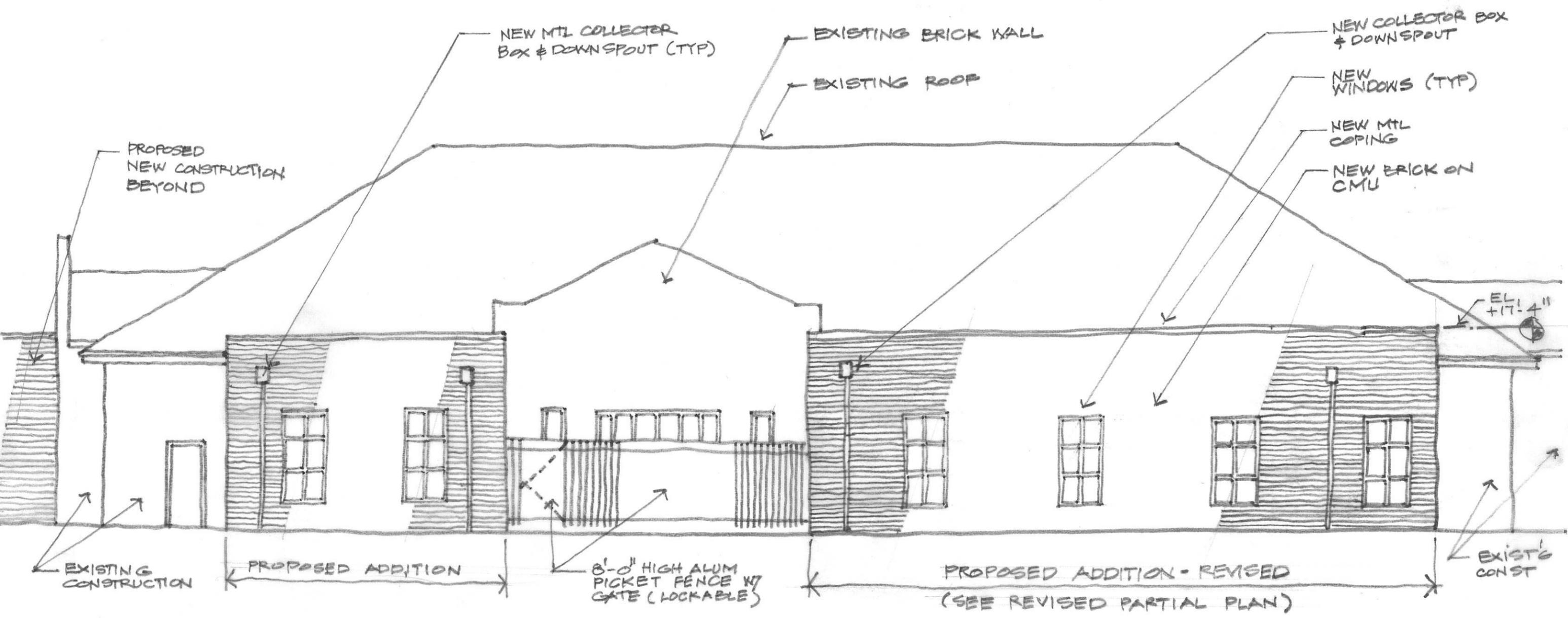


PARTIAL FLOOR PLAN - REVISED

1/8" = 1'-0"

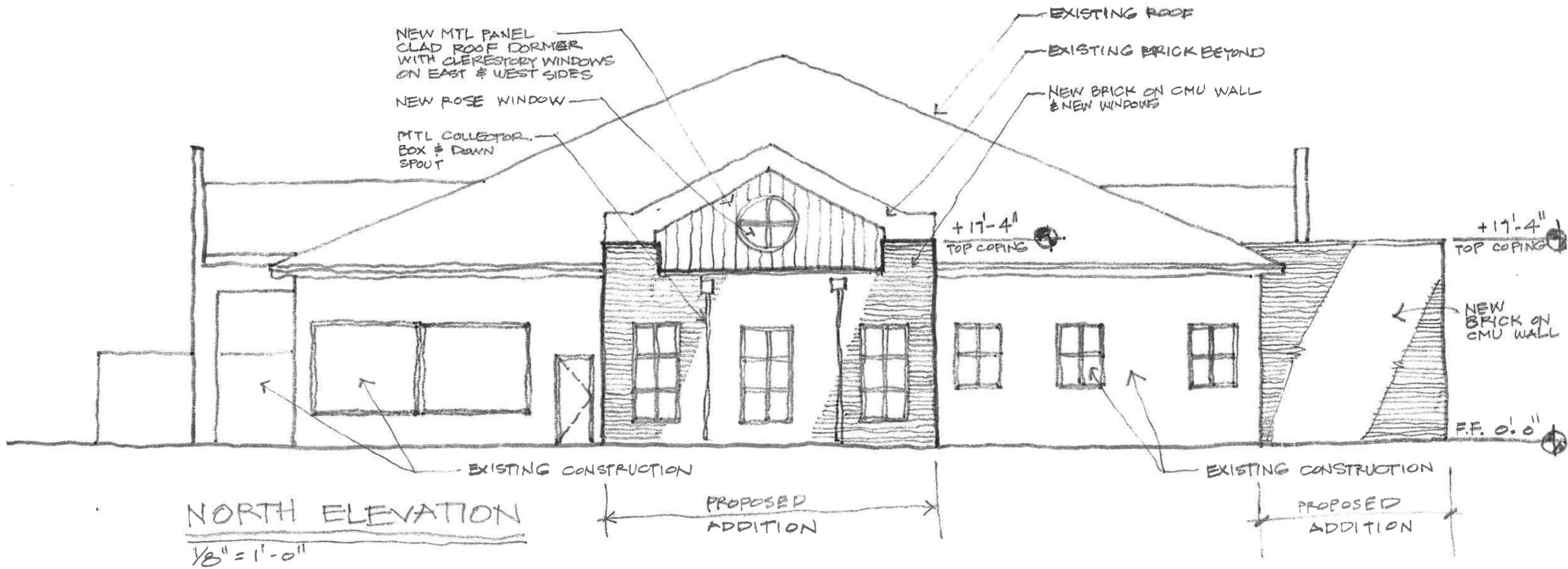






# WEST ELEVATION - REVISED

1/8" = 1'-0"



# **EXHIBIT H**

# **PURCHASING FORMS**

STATE OF GEORGIA  
COUNTY OF FULTON

FORM A: 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<sup>1</sup> under a contract with **[insert name of prime contractor]** Albion General Contractors, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

161223

EEV/Basic Pilot Program\* User Identification Number

  
BY: Authorized Officer of Agent (Insert Contractor Name)

CEO

Title of Authorized Officer or Agent of Contractor

Brian Newsome

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 23rd day of June, 2022

Notary Public: 

County: DeKalb

Commission Expires: 05/03/2025



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

<sup>2</sup>[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]

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.

**General construction company**

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.

**No**

**LITIGATION DISCLOSURE:**

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

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

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One:            YES                             NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this 23rd day of June, 2022

Albion General Contractors, Inc. 6/23/2022  
(Legal Name of Proponent) (Date)

 6/23/2022  
(Signature of Authorized Representative) (Date)

Brian Newsome, CEO  
(Title)

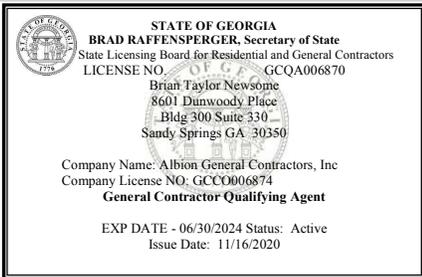
**Sworn to and subscribed before me,**

This 23rd day of June, 2022

  
(Notary Public) (Seal)

Commission Expires 05/03/2025  
(Date)





A pocket-sized license card is below. Above is an enlarged copy of your pocket card.  
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.  
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).  
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Brian Taylor Newsome  
8601 Dunwoody Place  
Bldg 300 Suite 330  
Sandy Springs GA 30350



STATE OF GEORGIA  
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror Albion General Contractors, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Albion General Contractors, Inc.  
(BUSINESS NAME)

8601 Dunwoody Place, Bldg 300, Ste 330 Sandy Springs, GA 30350  
(FULTON COUNTY BUSINESS ADDRESS)

CEO  
(OFFICIAL TITLE OF AFFIANT)

Brian Newsome  
(NAME OF AFFIANT)

  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 23rd day of June, 2022

  
(Notary Public) (Seal)

Commission Expires: 05/03/2025  
(Date)



STATE OF GEORGIA  
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] Albion behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1235354 Date of Authorization 1/03/2017  
EEV/Basic Pilot Program<sup>5</sup> User Identification Number

[Signature]  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Managing Partner  
Title of Authorized Officer or Agent of Subcontractor

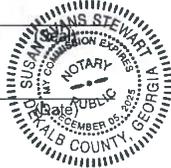
Malory Atkinson  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 15<sup>th</sup> day of June, 2022

[Signature]  
(Notary Public)

Commission Expires: 12/05/2025



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

<sup>4</sup>[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].

STATE OF GEORGIA  
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>4</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

E-Verify Company ID 553219, Employer ID 412067881  
EEV/Basic Pilot Program\* User Identification Number

*William Gaddy*  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

President  
Title of Authorized Officer or Agent of Subcontractor

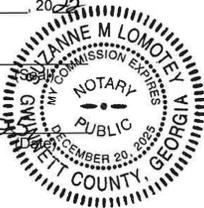
William Gaddy  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 27 day of June, 2022

*Suzanne Lomotey*  
(Notary Public)

Commission Expires: 12/20/2025



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

<sup>4</sup>[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]

STATE OF GEORGIA  
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** Albion behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

296478  
EEV/Basic Pilot Program\* User Identification Number

McMillan Pazdan Smith Architecture, LLC

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Principal, Atlanta Office Director

Title of Authorized Officer or Agent of Subcontractor

Joseph R. Alcock, AIA, LEED AP, NCARB

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 7th day of June, 2022

[Signature]  
(Notary Public) (Seal)



Commission Expires: November 16, 2024  
(Date)

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

<sup>4</sup>[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].

# **EXHIBIT I**

## **OFFICE OF CONTRACT COMPLIANCE**

**EXHIBIT A -- PROMISE OF NON-DISCRIMINATION**

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

CEO Title Albion General Contractors, Inc. Company Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Brian Newsome TITLE: CEO

SIGNATURE: 

ADDRESS: 8601 Dunwoody Place, Bldg 300, Ste 330  
Sandy Springs, GA 30350

PHONE NUMBER: 678-325-5900 EMAIL: bnewsome@albiongc.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name **Albion General Contractors**

ITB/RFP Name & Number: \_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  African American (AABE);  Asian American (ABE);  Hispanic American (HBE);  Native American (NABE);  White Female American (WFBF);  Small Business (SBE);  Service Disable Veteran (SDVBE)  Disadvantage Business (DBE) **\*\*If yes, Prime must submit a copy of recent certification.**  
 Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:  
 \$ \_\_\_\_\_ Or **100** %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

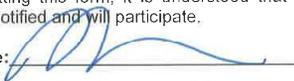
3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$) **this will be determined by scope definition**

Total Percentage of Certified Subcontractors: (%)

**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, 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.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

**Signature:**  **Title:** Brian Newsome, CEO

**Business or Corporate Name:** Albion General Contractors, Inc.

**Address:** 8601 Dunwoody Place, Bldg 300, Ste 330  
Sandy Springs, GA 30350

**Telephone:** (678 ) 325-5900

**Fax Number:** ( )

**Email Address:** bnewsome@albiongc.com

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.





## **EXHIBIT J**

# **RISK MANAGEMENT INSURANCE PROVISIONS FORMS**

## **INSURANCE AND RISK MANAGEMENT PROVISIONS**

### *East Point Library Expansion*

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

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.

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

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

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

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Bodily Injury & Property Damage** Each Occurrence \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. UMBRELLA LIABILITY** Per Occurrence/Claim \$1,000,000

**5. BUILDERS RISK** - Contractor shall purchase policy to cover the contract amount of the project on an all-risk basis with a deductible not to exceed \$2,500.

**6. Bonds** - the bidder to whom award is made shall submit a Performance and Payment Bond, both in amount of one-hundred-percent (100%) of the contract price before starting work and within 14 (fourteen) days after contract award. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ and shall be licensed to do business in the State of Georgia.

**Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

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 – Purchasing and Contract Compliance Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

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

**IMPORTANT:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance

with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

### **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 (where applicable).

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to 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/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **PROTECTION OF PROPERTY**

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

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

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

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Albion General Contractors, Inc. SIGNATURE:  0534FBEE0CC5469...

NAME: Brian Newsome TITLE: CEO

DATE: 6/23/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Sterling Seacrest Pritchard P O Box 724137  Atlanta GA 31139	<b>CONTACT NAME:</b> Kyle Smith <b>PHONE (A/C, No, Ext):</b> (678) 424-6500 <b>FAX (A/C, No):</b> (678) 424-6527 <b>E-MAIL ADDRESS:</b> kyles@sspins.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>INSURER A:</b> Selective Way Insurance Co
Albion General Contractors, Inc	<b>INSURER B:</b> Old Republic Insurance Company
8601 Dunwoody Place, Suite 330	<b>INSURER C:</b> Gemini Insurance Company (overflow)
Sandy Springs GA 30350	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> No XCU Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S2368243	09/06/2021	09/06/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2368243	09/06/2021	09/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2368243	09/06/2021	09/06/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC31422721	09/06/2021	09/06/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			S2368243	09/06/2021	09/06/2022	Per Item Limit 210,000 Aggregate 210,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: #22RFP134545K-BKJ DB Services for East Point Library Expansion. The following applies when required by written contract: Fulton County Government, Its Officials, Officers and Employees are included as an Additional Insured as respects General Liability (ongoing & completed operations) and Auto Liability. Umbrella follows form over General Liability, Auto Liability, and Employers Liability. General Liability & Auto Liability coverages are primary & non-contributory. Waiver of Subrogation in favor of the Certificate Holder and Additional Insureds applies to the General Liability, Auto Liability and Workers Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government Department of Purchasing & Contract 130 Peachtree Street SW Suite 1168 Atlanta GA 30303	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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AGENCY CUSTOMER ID: 00043271

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY PointeNorth Insurance Group, LLC		NAMED INSURED Albion General Contractors, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Holder Name Cont.: Fulton CountyGovernment, Its Officials, Officers and Employees



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b.** This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice And Good Samaritan Coverage**

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
  - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
  - (b) Any health or therapeutic service, treatment, advice or instruction; or
  - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
  - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
  - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5)** "Bodily injury" or "property damage" arising out of:
  - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

- (a) Copyright;
- (b) Slogan; or
- (c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:

### **a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
    - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2. Supervisory, inspection, architectural or engineering activities.**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

**3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

**5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

 **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that **this insurance is primary and non-contributory** with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

 **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

- 1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

- 2. **"Advertising idea"** means any idea for an "advertisement".

- 3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

- 4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III - Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
  - Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
  - Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
  - Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. **"Products-completed operations hazard"**:
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - Products that are still in your physical possession; or
    - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - When all of the work called for in your contract has been completed.
      - When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - Does not include "bodily injury" or "property damage" arising out of:
    - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
20. **"Property damage"** means:
- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:
- Stored as or on;
  - Created or used on; or
  - Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**7. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**8. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.
- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

### **19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

### **20. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

POLICY NUMBER: **MWC 314227 22**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

**ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED TO  
WAIVING OUR RIGHTS OF RECOVERY UNDER A WRITTEN CONTRACT OR  
AGREEMENT EXECUTED PRIOR TO THE OCCURRENCE OF A LOSS.**

DATE OF ISSUE: **09-09-22**



# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

09/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

<b>PRODUCER</b> PointeNorth Insurance Group, LLC PO Box 724728  Atlanta GA 31139	<b>CONTACT NAME:</b> Kelly Cagle <b>PHONE (A/C, No, Ext):</b> (770) 858-7540 <b>FAX (A/C, No):</b> (770) 858-7545 <b>E-MAIL ADDRESS:</b> kelly.cagle@pninsurance.com <b>PRODUCER CUSTOMER ID #:</b> 00043271
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Ins. Co 19682 <b>INSURER B:</b> Hartford Casualty 29424 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
DESCRIPTION			VEHICLE / EQUIPMENT VALUE	SERIAL NUMBER
Leased / Rented Equipment			\$ 250,000	

**COVERAGES**      **CERTIFICATE NUMBER:** 22/23 IM COI MASTER      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		VEHICLE LIABILITY				COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
B		GENERAL LIABILITY	20UEAAT8Z7J	09/06/2022	09/06/2023	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$      DED
		VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$      LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$      DED
A		EQUIPMENT	20MSEK6358	09/06/2022	09/06/2023	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ 250,000      LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ 2,500      DED
		<input checked="" type="checkbox"/> SPECIAL <input checked="" type="checkbox"/> Theft				<input type="checkbox"/>	

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: #22RFP134545K-BKJ DB Services for East Point Library Expansion

## ADDITIONAL INTEREST

Select one of the following:

- The additional interest described below has been added to the policy(ies) listed herein by policy number(s).  
 A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST:     LEASED     FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

Fulton County Government Dept. of Purchasing & Contract Compliance  
 130 Peachtree St SW, Ste 1168

Atlanta

GA 30303

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

ADDITIONAL INSURED     LOSS PAYEE  
 LENDER'S LOSS PAYABLE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

*William H. Skelton*

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