

BOARD OF COMMISSIONERS

Meetings Second Tuesday

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Chairman

WALTER SMITH
Vice-Chairman

BETTY C. HILL

ROY LEWIS

WADE YODER

MARCIA W. JOHNSON
County Administrator

Peach County

213 Persons Street
Fort Valley, Georgia 31030
Phone 478-825-2535
Fax 478-825-2678

COUNTY OFFICIALS

KIM WILSON
Probate Judge

JOE WILDER
Clerk of Superior Court

TERRY DEESE
Sheriff

W. L. BROWN
Tax Commissioner

KERRY ROOKS
Coroner

LAURENS C. LEE
Magistrate

ADVERTISEMENT **REQUEST FOR BIDS**

RFB No. 18-011

Peach Law Enforcement Center (LEC) Window Restoration

The Peach County Board of Commissioners will be accepting Sealed Bids pertaining to the restoration of certain windows and walls at the Peach County Law Enforcement Center, (LEC) located on 1007 Spruce Street, Fort Valley, GA 31030

Closing date for Sealed Bids responding to Request for Bid (RFB) No. 18-011, shall be July 31, 2018 @ 2:30 pm. Bids will be opened in public without discussion July 31, 2018 @ 2:45 pm, Peach County Board of Commissioner’s Office, 213 Persons Street, Fort Valley, GA 31030. Bid amounts will not be released until the Board of Commissioners has awarded the project to the winning contractor.

A Pre-bid meeting will be held July 24, 2018 at 10:00 A.M. local time at the Peach County Law Enforcement Center (LEC), located at 1007 Spruce Street, Fort Valley, GA 31030. Attendance at the pre-bid meeting is not required to submit a bid, but is highly recommended.

The complete RFB package will be available by contacting, Janet Smith at (478) 825-2535, Janet-smith@peachcounty.net, or by visiting www.peachcounty.net.

Peach County reserves the right to reject all bids, to waive informalities, to re-advertise and/or to award any bid that is in the best interest of Peach County.

Mail or deliver Sealed Bids to:
Janet Smith
Peach County Board of Commissioners
ATTN: RFB # 18-011
213 Persons Street
Fort Valley, GA 31030



TECHNICAL SPECIFICATIONS

SECTION 00 01 01

PEACH LEC WINDOW RESTORATION

FORT VALLEY, GEORGIA

RFB 18-011

JULY 31, 2018

ISSUED FOR:

- PRELIMINARY (NOT FOR CONSTRUCTION)**
- BIDDING AND CONSTRUCTION (100%)**

EDIFICE PROJECT #18PCGJ06WP162

SECTION 00 01 02
PROJECT DIRECTORY

PROJECT:

Peach LEC Window Restore
1007 Spruce Street
Fort Valley, GA. 31030

OWNER:

Peach County Georgia
205 West Church Street, Suite 204
Fort Valley, GA. 31030

RFB 18-011

CONSULTANT:

Edifice Consulting, Inc.
P.O. Box 1060
Byron, Georgia 31008

Email: jody@edifice.biz

END OF SECTION

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NEW VENDOR PACKET

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END OF SECTION

SECTION 00 21 16
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 INTENT

- A. The Peach County Board of Commissioners intends to award a contract to a qualified Contractor to perform the work of this project. The County seeks one or more companies who have extensive experience in the field of exterior wall restoration. The award will be evaluated on specific criteria. Note that all criteria may not exist on all projects.

1. Criteria	Weighted Value
a. Contractor History:	15%
b. Schedule:	20%
c. Similar Work:	20%
d. Past Work History With Peach County:	5%
e. Peach County Business Location:	3%
f. References:	17%
g. Warranty:	20%

- B. Following the opening of bids, the following procedure will be used to determine the successful bidder:
1. The County will first eliminate from consideration all bids that are not “responsive” as such term is defined as “a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids,” and will further eliminate any bid as “not responsible” to which the County does not assign an aggregate score of at least 78 under weighted evaluation factors set forth below.
 2. The County will deem all remaining bids to be responsive and responsible.

1.02 BID REQUIREMENTS

- A. All bidders responding to this RFB must submit a completed detailed bid.
- B. Pre-Bid Meeting:
1. Refer to the requirements of the Owners RFB for this project.
- C. Submission of Bids:
1. Bids shall be opened as stated in the Owners RFB for this project.
- D. Addendum and Supplement to Request - If it becomes necessary to revise any part of the project RFB, or if additional data are necessary to enable an exact interpretation of provisions of the project RFB, an addendum will be issued. It is the responsibility of the party submitting the Bid to ensure that they have received all addenda prior to submitting a bid. All addenda must be initialed and attached to the

bid. Failure to include addenda may be ample cause for rejection of the bid as non-responsive. Addendum will be published on the Peach County web site www.peachcounty.net.

- E. Required Copies - Each firm shall submit one (1) original, two (2) copies, and one USB "flash" storage drive with an Adobe compatible "PDF" file of the entire bid response to the County's Purchasing Department as indicated in the project RFB. The original bid shall be clearly marked "ORIGINAL", in blue ink and shall contain all original signatures in blue ink. Copies of the original bid shall be clearly marked "COPY", in red ink. All original and copies of bids shall be permanently bound. Bids submitted using spring loaded clips are not considered permanently bound. Bids not bound in a permanent method or in any way that individual sheets can are not connected to adjacent sheets will be considered Non-Responsive and will not be considered.
- F. Late Bids - Late bids will be returned to party submitting the bid unopened if the RFB number, acceptance date, and Contractor's return address is shown on the container.
- G. Rights of County - The County reserves the right to accept or reject all or any part of any bid.
- H. Miscellaneous Requirements - The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a bid. All bids shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness and clarity of content.
- I. Peach County Public works reserves the right to waive any informalities, to reject any and all bids, to evaluate bids, to accept portions of any bids and to accept any bid, which in its opinion, may be in the best interest of the County.
- J. The County reserves the right to add to or delete from the contract after the contract has been awarded.

1.03 QUESTIONS

- A. All questions will be submitted in writing, and shall be directed to:
 - 1. Attention: Janet Smith, Purchasing Manager, Peach County Board of Commissioners, 213 Persons Street, Fort Valley, GA 31030. Phone: (478) 825-2535, Email: Janet-smith@peachcounty.net
- B. Inquires pertaining to this request for bid must give firm or contractor name, project number, title, and acceptance date. Questions will be answered in writing and will be distributed to all firms who receive the bid and attend the mandatory pre- bid meeting, provided that all questions are received at least five (5) days in advance of the bid acceptance date. If the bidder feels a conflict exists between what is considered good construction practice and these specifications, he/she shall state in writing all objections five days prior to bid closing date.
- C. The county will recognize only communications with are in writing and signed. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

1.04 COMPETENCY OF THE BIDDER

- A. Contractor is experienced, as determined by Peach County, as one who has specialized in the installation of work similar to that required for this project

- B. The bidding contractor must have been in business for 7 years, performing work of similar size, scope and complexity and submit proof of this in the submittal package, with no less than 3 relative examples.
- C. The bidding contractor must have an Experience Modification Rating of less than 0.9 and submit proof of this with their bid.
- D. Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of plant equipment and materials which contractor proposes to use, indicating which portions they already possesses and a detailed description of the method and program or work to be done.

1.05 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid:
 - 1. Evidence of collusion among Bidders;
 - 2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 - 3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
 - 4. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
 - 5. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

1.06 ACCEPTANCE AND AWARD

- A. All bids shall remain valid for a period of sixty (60) days following the bid opening.
- B. Upon acceptance of the winning bid by the Peach County Board of Commissioners, a contract will be negotiated and executed between the winning contractor and Peach County. No work shall commence until the contract has been signed and executed, all required forms have been completed and submitted, and a Notice to Proceed (NTP) issued by the County. A draft copy of the agreement is attached to this RFB (See Exhibit B)
- C. A Purchase Order will be issued with the NTP. The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:
 - 1. Attention: Paul Schwindler, P.E., Public Works Director/County Engineer, Peach County Public Works Dept., 410 Old Macon Rd., Fort Valley, GA. 31030
- D. No delivery of products or services shall become due or be accepted until a purchase order has been issued by Peach County.

1.07 START AND COMPLETION DATE

- A. Work shall begin within ten (10) days from the award of this contract, or as agreed upon by the parties.
- B. All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.
- C. The Contractor is responsible for supplying trained workers in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Bid Form.

END OF SECTION

SECTION 00 41 00.05
BID FORM

To: Peach County Public Works Department.
Attention: Paul Schwindler, P.E.
Public Works Director/County Engineer
410 Old Macon Road
Fort Valley, GA. 31030

Project Name: Peach LEC Window Restoration, Peach County, Georgia

Vendor Name:

Owner RFB#: RFB 18-011

Bids must meet the requirements of Owner provide RFB for this project, in addition to the requirements of the Technical Specifications, and Project Diagrams.

Bid: Having carefully examined the Project Manual entitled PEACH LEC WINDOW RESTORATION project and the Bid Documents and Addendum (a), as well as the Site and conditions affecting the Work, bidder hereby offers to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the sum of:

_____ Dollars

Alphanumeric Price Quote (i.e. Nine Thousand Two Hundred Fifty Dollars)

(\$ _____)

Numeric Price Quote (i.e. \$9,250.00)

The sum listed on this page is hereinafter called the Bid. The Bid shall be the amount of the Contract Sum executed between the Owner and the Contractor.

UNIT PRICES

In accordance with specification section 01 22 00.07, "Unit Prices":

Unit Price No. 1: Replacement of Additional Joint Sealants, cost per linear foot.

\$ _____ DOLLARS

(\$ _____)

Unit Price No. 2: Replacement Of Existing Deteriorated Wood Framing, cost per board foot.

\$ _____ DOLLARS

(\$ _____)

Bidder Certification:

Certification under Oath. Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing bid on its behalf; and further, that I am a principal person of the bidder with management responsibility for the construction for the bidder, and as such I am personally knowledgeable of all its pertinent matters. I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. Bidder and its principals understand that collusive proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid.

BY: _____
Authorized Signature (BLUE INK)

Printed Name Title

The bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Dated. _____

Addendum No. _____ Dated. _____

Addendum No. _____ Dated. _____

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

Notary Public

My commission expires: _____ (SEAL)

***NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE
LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.***

END OF SECTION

SECTION 00 72 00.09
GENERAL CONDITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Refer to the requirements of Division 00, Instructions to Bidders, New Vendor Packet, and Owner provided General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including the Owner's RFB, and other Division 01-48 Specification Sections, and drawing diagrams, apply to this Section.

1.02 INTENT AND INTERPRETATION OF THE CONTRACT DOCUMENTS

- A. The intent of these specifications is to describe the materials and methods of construction required for the performance of the work.
- B. Where discrepancies exist in the contract documents, the more stringent requirement shall apply. Refer to contract documents for appropriate procedure to obtain clarifications.

1.03 DEFINITIONS

- A. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents.
- B. The term "Contractor" is defined in the General Conditions.
- C. The term "Owner" is defined in the General Conditions.
- D. The term "Owner's Representative", or "Consultant" is Edifice Consulting Inc., Byron, GA
- E. The "Contract" is defined in the General Conditions.
- F. The term "Contract Documents" refers to the written construction contract or bid response, Contract, General Conditions, any required bonds, specific conditions of the contract, project Specifications, project Drawings, contract Change Orders, Owner accepted unit prices, and Owner accepted alternates.
- G. The term "Defective Work" refers to materials or products that do not meet the specific requirements of the Contract Documents including their installation and performance.
- H. The term "Project" is the entire body of work identified by the Contract Documents.
- I. The term "Project Manual" identifies all written Contract Documents provided by the Owner and Consultant to be used by the contractor to perform the Work of this Project.
- J. The term "Specifications" identifies the portion of the Contract Documents that identify, in writing, the standards of quality and performance for the products, materials, systems, and workmanship required to meet the Contract requirements for the Work of this project.
- K. The "Work" is defined in the General Conditions.

1.04 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy.
- B. Before proposing on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors.
- C. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resulting extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.05 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The bidding Contractor shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.06 PROTECTION

- A. The Contractor shall use every available precaution to provide for the safety of property Owner, visitors to the site, and all connected with the work under the specification.
- B. Existing facilities shall remain operating during the period of construction. All access roadways must remain open to traffic unless otherwise permitted.
- C. In those areas where materials will be raised to work areas above finish grade, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof, or above the work area. This coverage shall be adequate to ensure that exterior walls and adjacent surfaces do not become stained or soiled during Work operations. Protect surfaces at finished grade in similar manner.
- D. Barricades shall be erected to fence off all construction areas from operations personnel.

1.07 HOUSEKEEPING

- A. Keep materials neat and orderly.
- B. Remove scrap, waste and debris from project area.

1.08 CONDITION OF SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.09 INSPECTION

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has

progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.

- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be borne by the Owner.
- C. The Contractor shall notify building Owner, in writing of any defects in the substrate, and work shall not proceed until defects have been corrected.
- D. Do not install new materials until all unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions.
- E. Check projections and substrates for inadequate anchorage, foreign material, moisture, or unevenness that would prevent quality and execution of new Work.
- F. Start of work by the Contractor shall imply approval of substrates and site conditions; and no claim in this respect will be considered valid in case of failure of the new components within the guarantee period.
- G. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- H. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- I. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- J. The authorized Owner's Representative shall be responsible for:
 - 1. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
 - 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 - 3. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 - 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 - 5. Rendering any other inspection services which the Owner may designate; and
 - 6. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- K. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 SAFETY PRECAUTIONS

- A. All Owners' safety rules shall be adhered to in the execution of this work. Adequate protection shall be provided, to prevent burns and skin irritation, in accordance with safety requirements.
- B. Safety Requirements
 - 1. TORCHES OR ANY TYPE OF OPEN FLAME IS NOT PERMITTED ON THIS PROJECT.
 - 2. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - 3. Comply with federal, state, local and Owner fire and safety requirements.
 - 4. Advise Owner whenever work is expected to be hazardous to Owner employees and/or operations.
 - 5. Maintain proper fire extinguisher within easy access whenever power tools are being used.
 - 6. ALL SAFETY REQUIREMENTS OF THE OWNER MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED. SAFETY ORIENTATION MEETING REQUIRED PRIOR TO PERFORMING ANY WORK.
 - 7. THE CONTRACTOR SHALL "HOLD HARMLESS" THE DESIGN PROFESSIONAL AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.
- C. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site.
- D. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard.
- E. Material loads placed on the roofs or walls at any point shall not exceed the safe load for which the load bearing assembly is designed.
- F. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- G. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.
- H. The Contractor shall properly notify all employees of conditions relating to Work areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.

1.11 WORK AREA TRAFFIC

- A. After work is started, no traffic will be permitted on work areas other than what is minimally necessary for the completion of Work for this project.

1.12 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Proper storage on or off the site shall be the responsibility of the Contractor.

- B. Refer to the specified requirements of Sections 01-48 of this project manual.

1.13 WORK SEQUENCE

- A. Once Work is started on a section, it shall continue without undue delay until that section is completed before starting another.
- B. Coordinate sequence of Work with Owner prior to start of Work.

1.14 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. The Owner will furnish potable water. Any connections to the water system shall be the responsibility of the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. The Contractor will provide toilet facilities.
 - 1. The Contractor will be responsible for supplying a portable toilet on the job-site.
 - 2. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.15 SITE SAFETY

- A. The Owner requires the Contractor to take all steps necessary to ensure the safety of people on the project property in areas adjacent to the Contractor's work areas. The safety of all people in or around the project site is expected to be the Contractor's highest priority at all times.
- B. This includes, but is not limited to the following;
 - 1. Preventing access to the work area.
 - 2. Limiting access to areas adjacent to the work area. Use of safety mechanism such as warning signs, safety cones, safety fences, safety flags, etc.

1.16 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
 - 1. By firm price adjustment.
 - 2. By cost plus with a guaranteed maximum.
 - 3. By cost with a fixed fee.
 - 4. By unit cost.

- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner.
- C. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost.
- D. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.

1.17 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.18 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it unacceptable to have the Contractor correct work that has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects that may occur nor his/her ability for correcting them, and damage caused by them.

1.19 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall provide the specified warranties for this project in order to address deficiencies in the work of this project after the Owner makes final payment to the Contractor.

1.20 LIENS

- A. The Contractor shall furnish the Owner with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazards of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains un-discharged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.21 JOB CONDITIONS

- A. There is NO SMOKING allowed on the project property, and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- B. Ladders: Any ladders used on this project must be in good condition. The ladder must also be fully secured at their high point all times while in use. All ladders must be O.S.H.A. approved.
- C. No drugs or alcoholic beverages are permitted on the grounds.

- D. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- E. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- F. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- G. The Contractor is responsible for protecting all materials from the elements. If any material becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Materials must be covered with waterproof tarps at the end of each workday. Plastic wrappers supplied by the manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method or material that does not adequately protect materials.
- H. Anyone guilty of willful destruction or unlawful removal of Owner's property will be dismissed from the job and is subject to prosecution by law.
- I. The Contractor must verify that all materials can be installed to accommodate the building design, governing codes and regulations, and the manufacturer's current recommendations. In the event of a conflict the more stringent shall govern.
- J. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- K. Contractor will ensure that no firearms or other weapons are brought onto any part of the Owner's property where this project is located for any reason.

1.22 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.23 WORK HOURS AND DAYS

- A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workers may be on the building.

1.24 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.25 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner.
- B. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

1.27 FINAL INSPECTION

- A. Upon completion of the installation warranted materials, unless noted otherwise, an inspection shall be made by a representative of the system manufacturer to ascertain that the system has been installed according to the system warrantor's published specifications and details. The warranty will be issued upon approval of the installation and payment for all materials and fees.

1.28 ADJUSTMENT AND REPAIR

- A. Any materials damaged or misapplied shall be repaired or replaced as designated by the building Owner and system warrantor. Repairs or replacement will be made by the contractor at no expense to Owner.

1.29 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

1.30 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the Contract and finish the work by whatever reasonable method he/she deems necessary if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Bid form;

2. Is guilty of substantial breach of any provision of the project documents.

1.31 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, unemployment benefits, withholding taxes and sales taxes.

1.32 BUILDING PERMITS

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

1.33 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of Work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of projections, defective substrates or other work involving substrate penetration.
- B. Seventy-two hours prior to starting of the project and/or delivery of materials, the Contractor shall notify the designated Owner's Representative.

1.34 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of fluid materials from the face of the buildings, floor, window, ladders and other adjacent finished surfaces.

1.35 SUPERINTENDENT

- A. The Contractor shall keep a competent non-working, English language speaking superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative.
- B. The superintendent shall attend all meetings beginning with the pre-installation meeting.
- C. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- D. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

1.36 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed Work will be based on its conformance to the Contract requirement.
- B. The Owner and Owner Representative are not obligated to accept non-conforming work, and such non-conforming work may be rejected.

1. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Owner Representative at the Contractor's expense.
- C. Any deficiencies from the specified work noted by the Owner Representative will be immediately reported to the Owner, along with recommended corrective actions necessary.
- D. The Owner Representative will not act in a supervisory capacity, and will not be responsible for the Contractor errors or omissions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 00 74 00
SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 WORK HOURS AND DAYS

- A. The Owner offers the successful bidder site and building access Monday through Saturday between the hours of 6 a.m. and 6 p.m.
- B. Actual construction times and/or work hours must be in accordance with applicable local ordinances.

1.02 TAXES

- A. Contractor must comply with all state, federal, and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, unemployment benefits, withholding taxes, and sales taxes.

1.03 PROJECT DELAYS

- A. If delay is foreseen, the Contractor shall give immediate written notice to the Peach County Director of Public Works or a representative assigned by the Director. The Contractor must keep the County advised at all times of status of the project work.

1.04 DELIVERY FAILURE:

- A. Time is of the essence. Should the Contractor fail to supply the proper materials or work at the time and place as specified, or within a reasonable period of time thereafter, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may, at its sole discretion, cancel the contract and secure another Contractor.

1.05 INSURANCE REQUIREMENTS

- A. The Contractor shall be responsible for the work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
- B. The Contractor shall, during the continuance of all work under the Contract, maintain the following insurance:
- C. Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, and \$500,000 each disease to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
- D. Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 policy limit to protect the Contractor, its subcontractor, and the interest of the County,

against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

- E. Business Automobile Liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 policy limit to protect the Contractor, its subcontractor, and the interest of the County, against any and all injuries to third parties, including property damage, bodily injury and personal injury, wherever located, resulting from any automobile collision or accident.
- F. Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.
- G. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.
- H. The subcontractors shall comply with current Occupational Safety and Health Act requirements and amendments, as it may apply to this Contract.

1.06 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

1.07 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. A Purchase Order will be issued with the Notice to Proceed (NTP). An invoice for the material must be presented to the Owner for payment with the P.O. number indicated on the invoice. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Invoices shall be submitted to:
 - 1. Peach County Public Works Department, Attention: Paul Schwindler, P.E., Public Works Director/County Engineer, 410 Old Macon Road, Fort Valley, Georgia 31030
- B. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner.

- C. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials installed and stored on-site.
- D. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month.
- E. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- F. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.
- G. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- H. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative if requested by Owner's Representative.
- I. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier prior to release of order.
- K. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- L. Contractor shall have a pre-approved line of credit from the material supplier.
- M. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien, and final affidavit (supplied by owner), with his/her invoice indicating that all suppliers, and sub contractors, have been paid.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 11 13.08
SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams, key plans, and general provisions of the Contract including General and Supplementary Conditions and other Division 01-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Miscellaneous Provisions.

1.03 BASE BID WORK SUMMARIES

- A. Refer to project Key Plans and Diagrams, as well as remainder of project manual for additional requirements. Coordinate Base Bid work with project Alternates and Unit Prices as directed.
- B. From metal trim at roof line to grade, at each window set and 18" beyond:
 - 1. Remove sun screens, repair holes.
 - 2. Remove the horizontal cover plate, replace deteriorated wood blocking, and reinstall.
 - 3. Replace Joint Sealants at the following locations:
 - a. Glass to metal.
 - b. Metal to masonry.
 - c. Masonry to masonry
 - 4. Convert open vertical masonry joints to flexible sealant expansion joints.
 - 5. Convert step shaped masonry joint failures to flexible sealant expansion joints.
 - 6. Treat rust and paint lentils.
 - 7. Provide Masonry Rehabilitation at mortar defects not caused by movement.

1.04 MISCELLANEOUS PROVISIONS

- A. Without exception, no product or material used on the Project will contain asbestos. Contractor is responsible for providing Consultant with manufacturer's written technical data for questionable items. If installed materials are found to contain asbestos, these materials will be removed and replaced with acceptable materials at Contractor's expense.
- B. Prior to Substantial Completion, inspect, test and adjust performance of every system of the Work to ensure that overall performance complies with the Project Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00.07

UNIT PRICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams, key plans, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.03 DEFINITIONS

- A. A unit price is an amount proposed by Bidders and stated on the Proposal Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

1.04 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
 - 1. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Replacement of Additional Joint Sealants
 - 1. Description: Removal and replacement of additional sealant joints according to Section 07 79 00, "Joint Sealants".
 - 2. Unit of Measurement: Cost per linear foot of existing joint sealants removed and replaced.
 - 3. Work for this unit price shall be performed in accordance with the requirements of this project manual and other contract documents.

4. Contractor to determine need for additional work in conjunction with this unit price and include in the unit price.
- B. Unit Price No. 2: Replacement Of Existing Deteriorated Wood Framing
1. Description: Removal and replacement of deteriorated and/or damaged wood framing according to Section 06 10 53, "Miscellaneous Rough Carpentry".
 2. Unit of Measurement: Cost per board foot of wood framing removed and replaced.
 3. Work for this unit price shall be performed in accordance with the requirements of this project manual and other contract documents.
 4. Contractor to determine need for additional work in conjunction with this unit price and include in the unit price.

END OF SECTION

SECTION 01 31 00.07

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams, key plans, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFI).
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.04 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
- C. Preparation of Contractor's Construction Schedule.
 - 1. Preparation of the Schedule of Values.
 - 2. Delivery and Processing of Submittals.
 - 3. Progress Meetings.
 - 4. Pre-installation Conferences.
 - 5. Project Closeout Activities.

1.05 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Consultant, Architect, and General Contractor of scheduled meeting dates and times.
- C. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- D. Minutes: Record significant discussions and agreements achieved.
 - 1. Distribute the Meeting Minutes to everyone concerned, including Owner and Consultant, within three (3) days of the meeting.
- E. Preconstruction Conference: Schedule a Preconstruction Conference before starting construction, at a time convenient to Owner and Consultant, but no more than ten (10) days prior to start commencement of Work. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, Consultant, Contractor, and relevant subcontractors shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFI's.
 - f. Procedures for testing and inspecting.
 - g. Procedures for processing Applications for Payment.
 - h. Use of the premises and existing building.
 - i. Work restrictions.
 - j. Owner's occupancy requirements.
 - k. Responsibility for temporary facilities and controls.
 - l. Construction waste management and recycling.
 - m. Parking availability.
 - n. Work and storage areas.
 - o. Equipment deliveries and priorities.
 - p. First aid.
 - q. Security.

- r. Progress cleaning.
 - s. Working hours.
 - 3. Minutes: Record and distribute meeting minutes.
 - 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- F. Progress Meetings: Contractor is required to be present at any project progress meetings requested by the Owner and/or Consultant.
- 1. The location, time and agenda for Progress Meetings will be set by the Owner and/or Consultant.
 - 2. Contractor shall have their Project Superintendent and any other personnel or representatives present, as requested by the Consultant.

1.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
- 1. RFI shall originate with Contractor. RFI submitted by entities other than Contractor will be returned with no response.
 - 2. Coordinate and submit RFI in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
- 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Consultant.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
- C. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings and other information necessary to fully describe items needing interpretation.

- D. Consultant's Action: Consultant will review each RFI, determine action required and return it. Allow seven (7) working days for Consultant's response for each RFI. RFI's received after 2:00 P.M. EDST will be considered as received the following working day.
1. The following RFI will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Consultant's actions on submittals.
 - f. Incomplete RFI's or RFI's with numerous errors.
 2. Consultant's action may include a request for additional information, in which case Consultant's time for response will start again.
 3. Consultant's action on RFI's that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section "Contract Modification Procedures."
 4. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Consultant in writing within ten (10) days of receipt of the RFI response.
 5. On receipt of Consultant's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Consultant within seven (7) days if Contractor disagrees with response.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 24

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams and general provisions of the Contract, including General and Supplementary Conditions and other Division 00-48 Specification Sections, apply to this Section.
- B. Refer to Exhibit B, Example Construction Contract Agreement and General Conditions.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements governing submittals.
- B. Use of the word 'submittal' constitutes a requirement whether or not use of the word 'requirement' is specifically stated in the project manual.
- C. Types of submittals include the following:
 - 1. With Bid.
 - 2. Prior to Contract Award
 - 3. Prior to Mobilization for Work.
 - 4. During Work.

1.03 TO INCLUDE WITH BIDS

- A. Refer to Exhibit A, New Vendor Packet requirements.

1.04 SUBMITTALS PRIOR TO CONTRACT AWARD

- A. Due: Prior to award.
- B. Format and delivery: Do not staple, fold, spindle, bend, hole-punch, or otherwise physically alter the paper on which the submittal is printed in any way that would slow or jam a high-speed scanner. Properly package submittals to protect them during shipping. Damaged documents will be returned without review.
 - 1. Deliver hard/paper copies to Glenn Howell, Edifice Consulting Inc., P.O. Box 1060, Byron, Georgia 31008.
 - 2. Deliver electronic PDF copies by email to Glenn Howell, glenn@edifice.biz
- C. Content:
 - 1. Manufacturer's application manuals for all materials.
 - 2. A list of subcontractors that will be utilized on the project.
 - 3. Individual product identification, including material supplier's literature, product data sheets, and material safety data sheets for all products to be used on the project.

4. Specimen/Sample Warranty Copies: Provide one copy of each warranty listed in Section 01 61 00, Warranty Requirements, meeting all specified requirements.

1.05 SUBMITTALS PRIOR TO MOBILIZATION FOR WORK

- A. Due: Minimum five working days prior to preconstruction meeting.
- B. Format and delivery: Do not staple, fold, spindle, bend, hole-punch, or otherwise physically alter the paper on which the submittal is printed in any way that would slow or jam a high-speed scanner. Properly package submittals to protect them during shipping. Damaged documents will be returned without review.
 1. Deliver hard/paper copies to Glenn Howell, Edifice Consulting Inc., P.O. Box 1060, Byron, Georgia 31008.
 2. Deliver electronic PDF copies by email to Glenn Howell, glenn@edifice.biz
- C. Content:
 1. Any additional shop drawings requested of the bidder by the Owner, the Owner's consultant, or their representative.
 2. Insurance certificates with The Peach County Board of Commissioners listed as additionally insured.
 3. Sealant color charts.
 4. Contact information for manufacturers field technical representative.

1.06 SUBMITTALS DURING WORK

- A. Due: Within three (3) business days of occurrence.
- B. Format and delivery:
 1. Format: Electronic Adobe PDF format by email.
 2. Deliver to: Chuck Kilgore at chuck@edifice.biz.
- C. Content:
 1. One (1) copy of the system manufacturers field inspection report.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00
QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams and general provisions of the Contract, including General and Supplementary Conditions and other Division 00-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes requirements for quality control on this project.

1.03 QUALITY CONTROL

- A. Contractor shall:
 - 1. When required, provide a payment and performance bond equal to 100% of the bid amount, if awarded.
 - 2. Be experienced and well versed in:
 - a. Wall restoration sealant systems.
 - b. Wall restoration masonry and grout rehabilitation.
 - c. Working in government facility environments.
 - 3. Be acceptable to owner.
 - 4. Have operated under the same name, without court order protection from creditors, for no less than seven years.
 - 5. Maintain the specified liability insurance.
 - 6. Meet all submittal requirements.
- B. Manufacturer shall:
 - 1. Be recognized in the waterproofing industry.
 - 2. Be approved by owner.

1.04 SUBMITTAL REQUIREMENTS CONSTITUTE QUALITY CONTROL REQUIREMENTS

- A. Submittal requirements in this project manual constitute quality control requirements for the project. Anything required as a submittal is understood to be a requirement for the project.

1.05 RANDOM SAMPLING

- A. During course of work, owner/owner's representative, may secure samples of materials being used from containers at job site and submit them to an independent laboratory for comparison to specified material.

- B. If test results prove that a material is not functionally equal to specified material:
 - 1. Contractor shall pay for all testing.
 - 2. Work will be replaced with material that meets the standard, at the Contractors full expense.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Comply with Quality Control, References, Specification, and Manufacturer's data. Where conflict may exist, more stringent requirements govern.

PART 3 - EXECUTION

3.01 SUBMITTALS

- A. Meet submittals requirements listed in SECTION 01 33 24 of this project manual.

END OF SECTION

SECTION 01 61 00
WARRANTY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams, key plans, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes project warranty requirements for specific components and systems.

1.03 JOINT SEALANTS MANUFACTURER WARRANTY

- A. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.
 - 1. Correct defective work within a five year period after Date of Substantial Completion.

1.04 WALL CONTRACTOR WARRANTY

- A. Contractor's Labor and Material Guarantee covering wall restoration Work of this Project.
 - 1. Include coverage for installed materials and accessories that fail to perform as designed.
 - 2. Warranty Period: One (1) year from date of Substantial Completion

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 77 00.07
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams, key plans, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Section 01 29 00, "Payment Procedures" for requirements for Applications for Payment prior to Final Completion (prior to project closeout).
 - 2. Divisions 02-48 "Sections" for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 PROJECT CLOSEOUT SUBMITTALS

- A. Close out Submittals: Two (2) copies of close out submittals of which receipt and acceptance are pre-requisites for final payment shall include, but not necessarily be limited to, the following:
 - 1. Evidence of Payments and Release of Liens.
 - 2. Contractors Warranty.
 - 3. Manufacturers Warranty.
 - 4. Final Application for Payment.

1.04 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work of this project, when all of the Work is sufficiently complete in accordance with the Contract Documents. The Consultant makes the final determination that Substantial Completion has been achieved by issuing a written Certificate of Substantial Completion.
- B. Preliminary Procedures: Before requesting a Final Inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.

2. Prepare and submit project record documents, operation and maintenance manuals, and any requested final completion construction drawings.
3. Deliver any requested extra materials and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
4. Terminate and remove temporary facilities from Project site, including mockups, construction tools, and similar elements.
5. Complete all final cleaning requirements, including touchup painting.
6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.05 FINAL INSPECTION

- A. Inspection: Submit a written request for a Final Inspection for Substantial Completion. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant that must be completed or corrected before certificate will be issued.

1.06 LIST OF INCOMPLETE ITEMS

- A. Preparation: Following the Final Inspection the Consultant will prepare a list of incomplete (Punch List) items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- B. Re-Inspection: After completion of Punch List items, submit a written request to the Consultant for re-inspection. Final Application for Payment cannot be issued until all items have been satisfactorily completed.

1.07 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor shall submit:
 1. Contractor's Affidavit of Payment of Debts and Claims
 2. Contractor's Affidavit of Release of Liens.
 3. Consent of Surety to Final Payment.

1.08 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to the Consultant. Statement shall reflect all adjustments, including, but not necessarily limited to, the following:
 1. Original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Unit Prices.
 - c. Other adjustments.

- d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Total Contract Sum, as adjusted.
 - g. Previous payments.
 - h. Sum remaining due.
- B. The Consultant will prepare final change order, rejecting approved adjustment to Contract Sum not previously made by change order.

1.09 FINAL APPLICATION FOR PAYMENT

- A. Final project completion is the point where all items and activities required by the Contract Documents has been completed. The Final Completion date is determined by the Consultant.
- B. The following items must be submitted before Final Completion is achieved.
 - 1. Submission and approval of any required specific warranties, workmanship warranties, maintenance service agreements, final certifications and similar documents.
- C. Contractor shall submit final application in accord with requirements of General and/or Supplementary Conditions, and all applicable requirements of this project manual.

1.10 FINAL CERTIFICATE FOR PAYMENT

- A. A. The Consultant will issue final certificate in accord with provisions of General Conditions. Should final completion be materially delayed through no fault of Contractor, the Consultant may issue a Semi-Final Certificate for Payment, in accord with provisions of General Conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - 1. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
 - 2. Sweep paved areas broom clean. Remove chemical spills, stains and other foreign deposits.

3. Remove tools, construction equipment, machinery and surplus material from Project site.
 4. Remove discarded or uninstalled construction debris from site.
 5. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 6. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- C. Comply with safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 04 01 20.52
BRICK MASONRY MAINTENANCE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams, key plans, and general provisions of the Contract, including General and Supplementary Conditions and Division 01-48 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Cleaning of existing masonry surfaces.
 - 2. Repair of damaged masonry.
 - 3. Work described in this section includes both “repointing” and “tuckpointing”, used interchangeably to describe existing, non-historic masonry repair and repointing work.
 - 4. Examination and analysis of material properties and techniques of existing masonry and mortar joints, to determine the extent, if any, of masonry repointing required.
 - 5. Evaluation and selection of appropriate repointing materials and methods, as may be required, based upon results of examination, analysis and report.

1.03 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.

1.04 DEFINITIONS

- A. Masonry: Brick (terra cotta) exterior wall elements including certain cast-stone elements set with mortar joints.
- B. Mortar and Grout: Mixture of cement, lime, sand and water of specific required properties and proportions. Repointing mortars may not contain cement or may have utilized cements that are significantly different from modern Portland cement.
- C. Repointing and Tuckpointing: the process of removing deteriorated mortar from the joints of masonry and replacing it with new mortar to restore the visual and physical integrity of the masonry.

1.05 QUALITY ASSURANCE

- A. Complete all work in accordance with applicable building codes including provisions of TMS 402/602, except where exceeded by requirements of the contract documents.
- B. Repointing Specialist Qualifications: Engage an experienced, masonry repointing firm to perform the work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a minimum five-year record of successful in-service performance.

1. Field Supervision: Repointing specialist firms shall maintain experienced full- time supervisors on the Project site during times that repointing is in progress. Supervisors shall not be changed during Project except for causes beyond control of repointing specialist firm.
- C. Mortar Manufacturer Qualifications: A firm with a minimum five year record of successful in-service performance, regularly engaged in producing masonry mortar that have been used for similar applications with successful results, and with factory-trained representatives who are available for consultation and Project-site inspection and assistance.

1.06 MOCK-UP

- A. Provide sample mock up of work as directed by Consultant.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials and proprietary products to the project site in manufacturers or distributor's packaging, dry, undamaged, complete with application instructions.
- B. Store and transport materials and proprietary materials dry and within the temperature range recommended by the manufacturer and away from direct sunlight. Handle all materials according to manufacturer's instructions.
- C. Collect and dispose of waste material, packaging, debris, and effluent associated with the masonry work in accordance with local, state, and federal environmental regulations.

1.08 PROJECT CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
- B. The work of this Section shall be executed only when the air and surface temperatures are 40 degrees Fahrenheit and rising or 95 degrees F and falling. Work shall not commence when rain, snow, or below-freezing temperatures are expected within the next 24 hours. All surfaces shall be free of standing water, frost, and ice. Repointing should be performed in shade, away from strong sunlight in order to slow the drying process, especially during hot weather.
- C. The Contractor is responsible for protecting existing adjacent materials during the execution of the work and shall provide all necessary protection and follow all necessary work procedures to avoid damage to existing material assemblies not a part of the work of this Section. At a minimum, the Contractor shall:
 1. Protect woodwork, glass, and metal adjacent to masonry areas to be repointed from damage from repointing operations.
- D. The Contractor shall erect temporary, waterproof enclosures around areas where cleaning operations are in progress to protect nearby property and passers-by from overspray of cleaning rinse water.
- E. The Contractor shall coordinate masonry operations with the other trades involved in exterior and interior work
- F. All Contractor personnel performing masonry operations shall be provided with protective clothing and any other personal protective equipment as required by local, state, and federal regulations.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Subject to compliance with requirements, provide products from one of the following manufacturers:
 - 1. Cleaning Chemicals:
 - a. Cathedral Stone Products, Inc.
 - b. Diedrich Technologies, Inc.
 - c. HMK Stone Care System
 - d. Prosoco, Inc.
 - 2. Masonry and Mortar Restoration Materials:
 - a. Match existing.

2.02 CLEANING MATERIALS

- A. Use masonry cleaning materials recommended by specified manufacturer for existing masonry and grout substrates found on this project.
- B. Use the least aggressive cleaning chemical available to perform cleaning work.
- C. Ensure cleaning chemical selected causes no damage or premature deterioration of existing materials and substrates that the cleaning product will come into contact with on this project, including adjacent and surrounding areas (i.e. walls, ground, grasses, windows, metals, trees, etc.).

2.03 MASONRY MATERIALS

- A. Use brick masonry materials to match existing materials in color, texture, sheen, shading, etc.
- B. Match the existing mortar as closely as possible in composition, performance, color, texture and tooling.
- C. The sand in the repointing mortar shall match the sand in the existing mortar as closely as possible and shall generally conform to ASTM C 144.
- D. Lime, if included in the repointing mortar formula, shall generally conform to ASTM C 207, Type S, or Type SA, Hydrated Lime for Masonry Purposes.
- E. Lime putty, if included in the repointing mortar formula, shall conform to ASTM C 1489.
- F. Portland cement, if included in approved, appropriate proportion in the repointing mortar formula, shall conform to ASTM C 150. Appropriate color range between white and grey shall be approved. The cement shall not have more than 0.60 percent alkali to avoid staining.
- G. Pre-blended masonry cements are not permitted.
- H. Air-entraining agents, accelerators, retarders or other additives may be reviewed by the Consultant or Consultant's representative only if determined absolutely necessary and shall not be added to repointing mortar at the project site without prior approval.
- I. Bonding agents are not suitable for proper joint preparation and shall not be permitted.

- J. The repointing mortar shall have greater vapor permeability and be softer (measured in compressive strength) than the masonry units.
- K. The repointing mortar shall be as vapor permeable and as soft or softer (measured in compressive strength) than the existing mortar.
- L. Water shall be potable, clean and free from acids, alkalis or other dissolved organic materials.
- M. Colorants, if found in the original mortar, may be used at the lowest level feasible to reproduce original mortar color and in no case shall exceed 10% on binder weight. Colorants shall conform to the requirements of ASTM C 979.

PART 3 - EXECUTION

3.01 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from work.
 - 1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of work.

3.02 CLEANING EXISTING MASONRY

- A. Apply low pressure power wash to existing masonry surfaces maintaining uniform pressure and application throughout the cleaning area.
- B. Use only cold, clean, potable water with only as much cleaning chemical added to provide effective cleaning of existing masonry and grout substrates.
- C. Scrub with stiff brush as needed during cleaning.
- D. Ensure all residues generated by cleaning operations are rished from work area and all adjacent affected areas.
- E. Clean all masonry substrates thoroughly in the identified work area.
- F. Provide a second cleaning as needed to achieve required results.

3.03 MASONRY REPOINTING, GENERAL

- A. Use only those materials and methods approved for each condition and location.
- B. Joint preparation:
 - 1. Remove deteriorated mortar to a minimum depth of ½ inch or 2 to 2-1/2 times the width of the joint, whichever is greater, to ensure adequate bond and to prevent mortar “popouts”. This may require removal of the mortar to a depth of ½ to 1 inch. Any loose or disintegrated mortar beyond this minimum depth shall be removed.
 - 2. Removal of deteriorated mortar by use of power saws, grinders or wire brushes shall not be permitted. Limit damage to masonry units through the use of hand chisels and mash hammers to the greatest degree practical.

3. Removal of deteriorated mortar by use of small, pneumatically-powered chisels may only be used by pre-qualified, skilled masons after successful demonstration of appropriate control over the equipment on mockup areas without damage to masonry units.
4. Under certain circumstances, removal of deteriorated mortar by thin, diamond- bladed grinders to cut out the center line of horizontal joints only on hard portland cement mortar may be used in combination with hand tools, by pre- qualified, skilled masons after successful demonstration of appropriate control over the equipment on mockup areas without damage to masonry units.
5. Under certain circumstances, removal of deteriorated mortar by caulking cutters with diamond blades to cut out the center line of horizontal joints only on hard portland cement mortar may be used in combination with hand tools, by pre- qualified, skilled masons after successful demonstration of appropriate control over the equipment on mockup areas without damage to masonry units.
6. Removal of deteriorated mortar in vertical joints by use of power-assisted tools is not permitted.

3.04 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or fiber brushes, and clean water, spray applied at low pressure.
 1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent surfaces affected by work. Use cleaner and soft brushes or cloths.
- C. Rinse off work areas and adjacent affected surfaces with clean water.
- D. Sweep and rake adjacent pavement and grounds to remove debris. Where necessary, pressure wash surfaces to remove dust, dirt, and stains.

3.05 FIELD QUALITY CONTROL

- A. Consultant's Project Representatives: Consultant will assign Project representatives to help carry out Consultant's responsibilities at the site, including observing the progress and quality of portion of the Work completed. Allow Consultant's Project representatives use of scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- B. Notify Consultant's Project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Consultant's Project representatives have had reasonable opportunity to make observations of work areas at lift device or scaffold location.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Project diagrams and general provisions of the Contract including General and Supplementary Conditions and other Division 00-48 Specification Sections apply to this Section.

1.02 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.03 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014a.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- C. SWRI (VAL) - SWR Institute Validated Products Directory; Current Listings at www.swrionline.org.

1.04 SUBMITTALS

- A. Refer to the requirements of Section 01 33 24, Submittals.
- B. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- C. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- C. Field Quality Control Plan:
 - 1. Visual inspection of entire length of sealant joints.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Sika Corporation: www.usa-sika.com.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on the drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 2. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
- B. Exterior Joints: Use non-sag joint sealant, unless otherwise indicated.
1. Type 1 - Utilize sealant Type 1 at the following locations: Window Perimeters, Window Wet Sealing, Masonry Joints: For use at aluminum windows for contact with aluminum, glass, silicone gaskets, silicone sealants, masonry, and masonry grout.
 - a. Window perimeters.
 - b. Window wet sealing.
 - c. Door perimeters.
 - d. Existing masonry joints.
 - e. Metal to metal joints.
 - f. Glass to metal joints.
 - g. Existing masonry joints.
 - h. Existing grout.
 - i. Existing silicone gaskets.

2.03 NONSAG JOINT SEALANTS

- A. Type 1 - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
1. Movement Capabiity: Utilize joint sealant designed for specific application on this project. Coordinate with manufacturer technical recommendations and requirements.

2. Manufacturers:
 - a. Sika Corporation; Sikasil WS-290: www.usa-sika.com.
 - b. Sika Corporation; Sikasil WS-295: www.usa-sika.com.

2.04 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
 2. Manufacturers:
 - a. Nomaco, Inc; HBR: www.nomaco.com.
 - b. Approved equal..
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- G. Wet sealing of windows:
 - 1. Prepare and clean joints as specified and in accordance with new joint sealant manufacturer recommendations and requirements.
 - 2. Mask off adjacent surfaces not to be sealed, to provide straight, continuous sealant lines.
 - 3. Cut back existing gaskets and glazing materials flush with adjacent frame.
 - 4. Removing existing sealants and other residues, debris and contaminants.
 - 5. Clean substrates using two-rag solvent wipe method and in accordance with new joint sealant manufacturer technical recommendations and requirements.
 - 6. Seal at window joints including metal to metal and metal to glass joints.

3.04 FIELD QUALITY CONTROL

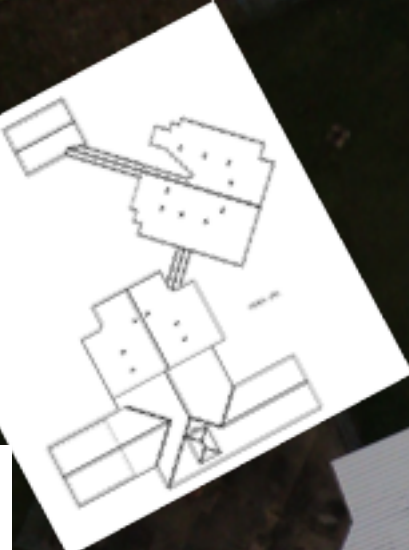
- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- C. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION



PROJECT ILLUSTRATIONS

PROJECT LOCATION



ALL WINDOW SETS ARE IN THIS WALL AT APPROXIMATELY THIS LOCATION



PROJECT BOUNDARIES



THE PROJECT BOUNDARIES ARE
GRADE TO METAL PANEL ABOVE AND
18" BEYOND THE WINDOW SET ON
EACH END.



EXHIBIT A
NEW VENDOR PACKET

BOARD OF COMMISSIONERS
Meetings Second Tuesday

MELVIN WALKER
Chairman

MARTIN H. MOSELEY, JR.
Vice-Chairman

BETTY C. HILL

ROY LEWIS

WALTER SMITH

MARCIA W. JOHNSON
County Administrator

Peach County

213 Persons Street
Fort Valley, Georgia 31030
Phone 478-825-2535
Fax 478-825-2678

COUNTY OFFICIALS
DEBORAH W. HUNNICUTT
Probate Judge

JOE WILDER
Clerk of Superior Court

TERRY DEESE
Sheriff

W. L. BROWN
Tax Commissioner

KERRY ROOKS
Coroner

LAURENS C. LEE
Magistrate

Greetings Prospective Vendor,

Georgia law has made it mandatory that all private employers enroll in and use the federal E-Verify system, not only for public contractors (including subcontractors and sub-subcontractors) providing labor to public projects, but also those companies providing services of any kind over \$2,499.99 in value, regardless of the number of employees a contractor has. This expands the E-Verify requirement to lots of small businesses that have contracts to perform labor or services with our county. A contractor or sub-contractor may be exempt from this requirement if the contractor or sub-contractor has NO employees and does not hire nor intend to hire employees for the purpose of completing any part of the public contract.

E-Verify is a federal database that can be used to verify that an employee is authorized to work in the United States. The SAVE (Systematic Alien Verification for Entitlements Affidavit) program determines the immigration status of any person that receives a public benefit. The State of Georgia has determined that a public benefit is any contract, business license, occupational tax certificate, alcohol license, taxi permit, pawnbroker's license, billiard room license, precious metals/gems dealer's license, flea market license or insurance company license.

In keeping with compliance, we ask that you provide the following forms to do business with our agency:

- New Vendor Information sheet (ALL CONTRACTORS MUST SUBMIT THIS FORM)
- Form W-9 (Taxpayer Identification Number) (ALL CONTRACTORS MUST SUBMIT THIS FORM)
- E-Verify Affidavit (ANY CONTRACTOR PROVIDING GOODS AND LABOR/SERVICE)
- SAVE Affidavit (ANY CONTRACTOR RECEIVING PUBLIC BENEFIT OR THAT PROVIDES GOODS)
- Subcontractor Affidavit (ANY SUBCONTRACTOR PROVIDING GOODS AND LABOR/SERVICES)
- Certificate of Liability Insurance (ANY CONTRACTOR WHO DOES WORK ON OUR PROPERTY)
 - Minimum Liability Insurance: \$2,000,000 aggregate, \$1,000,000 per occurrence
 - Minimum Automobile Liability Insurance: \$2,000,000 aggregate, \$1,000,000 per occurrence
 - Minimum Workers Compensation Insurance: \$500,000
- Sole Proprietor Contractor Affidavit (ONLY USE IF YOU HAVE NO EMPLOYEES)
- Photo Identification (PROVIDE ONLY IF A SOLE PROPRIETOR. SEE ATTACHED LIST OF ACCEPTABLE DOCUMENTS)
- PRIVATE EMPLOYER EXEMPTION (USE ONLY IF SOLE PROPRIETOR)

Please note that some of the forms require notarization and will be considered incomplete and not processed. You may return the forms properly completed by fax, e-mail, US Postal Service or drop it off at our office: **Peach County Board of Commissioners, Purchasing Department, 213 Persons Street, Fort Valley, GA 31030**. If you need to register for the E-Verify program, go to www.uscis.gov and follow the instructions. If you have any questions about E-Verify or any of these forms, please call the office.

Sincerely,

Peach County Accounting Department

Revised August 2014

Page 1

NEW VENDOR INFORMATION

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.

Signature

Date

SAVE (SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS) PROGRAM AFFIDAVIT
(O.C.G.A §50-36-1(E)(2))

AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION CONTRACTS

Peach County, Georgia is authorized to enter into contracts pursuant to GA. Const. Art. IX, § III Par I; OCGA § 36-10-1 through §36-10-2.2; OCGA § 36-60-14; OCGA § 36-91-1. Prior to entering into a contract with the PEACH COUNTY BOARD OF COMMISSIONERS, by executing this affidavit under oath, I, _____, on behalf of _____

Am Stating that:

1.) _____ I am a United States citizen.

OR

2.) _____ I am a legal permanent resident of the United States.

OR

3.) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one (1) secure and verifiable document as verification, as required by OCGA § 50-30-1(e)(1), with this affidavit. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Employee Date

Printed Name

Alien Registration Number (for non-citizens)

Type of secure and verifiable document provided
(i.e., driver's license, passport, etc.)

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: _____

CONTRACTOR'S NAME: _____

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

Federal Work Authorization User Identification Number
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of _____ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 201__ in _____ (city), _____ (state).

Printed Name of Exempt Private Employer

Signature of Exempt Private Employer or
Authorized Officer or Agent

Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

* This affidavit is for submissions made on or after to July 1, 2013.

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of _____ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no **employees** other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Type of secure and verifiable document provided
(Attach copy i.e., driver's license, passport, etc.)

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201____.

NOTARY PUBLIC
My Commission Expires:

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

Issued August 1, 2012 by the Office of the Attorney General, Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 (“IIREA”) provides that “[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law’s website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General.” O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver’s license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at: http://www.bia.gov/WhoWeAre/BIA_OIS_TribalGovernmentServices/TribalDirectory/index.htm [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A driver’s license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-545) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]



EXHIBIT A
NEW VENDOR PACKET



EXHIBIT B

PEACH COUNTY

CONTRACT AGREEMENT

PEACH COUNTY LAW ENFORCEMENT CENTER (LEC) WINDOW RESTORATION

1007 SPRUCE STREET FORT VALLEY, GA

CONTRACT # C – 18-011

Peach County, Georgia

CONSTRUCTION CONTRACT

EXHIBIT B

C – 18-011

THIS AGREEMENT made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and **<Contractor Name>, Inc** a contractor doing business as a corporation, authorized to do business in Georgia hereinafter called "**Contractor**".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

General Scope of Work:

Furnish all labor, materials, and equipment for: **<Detailed Work Description>** in RFB 18-011

DRAFT

EXHIBIT B

C – 18-011

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain services relative to the CONSTRUCTION of: Window and masonry restoration at the Peach County Law Enforcement Center, 1007 Spruce Street, Fort Valley, GA 31030.

And; **WHEREAS**, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

<Brief Project Description> PROJECT hereinafter called the "Project", shall be constructed by the CONTRACTOR for the sum of <Written Contract Amount> <(\$Numeric Amount)> and all extra work in connection therewith, and at Contractor's own cost and expense necessary to furnish all materials, supplies, machinery, Equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the response to RFB 18-011 the General Scope of Work, the General Conditions, and the approved plans and specifications, which include all explanatory matter thereof, as prepared by the County, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the **Construction Contract**.

The Contractor shall promptly commence the Work with adequate force and equipment within Ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within sixty (60) days of the time of award, by no later than <End Date> or as may be specified by Special Provision.

The County agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract.

EXHIBIT B

C – 18-011

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____, 2018.

PEACH COUNTY, GEORGIA

ATTEST: By: (Seal)

Martin H. Moseley Jr.
Chairman, Board of Commissioners

CONTRACTOR

ATTEST: By: (Seal)

Authorized Signer Name and Title (print)

Authorized Signer signature

EXHIBIT B

C – 18-011

FINAL AFFIDAVIT

TO: PEACH COUNTY, GEORGIA

I, _____ (Contractor authorized person), hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ (Contractor) or any of his subcontractors in connection with the written agreement dated, _____ 2018, entered into a Contract with County for Construction of _____ [project] in PEACH COUNTY have been paid and satisfied in full as of , this _____ day of , _____ 2018 and that there are no outstanding obligations or claims of any kind for the payment of which Peach County on the above named projects might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

_____ (Contractor authorized person) Personally appeared before me this this _____ day of , _____ 2018, who under oath deposes and says that he is of the firm of _____ (Contractor) that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

EXHIBIT B

CONTRACT GENERAL CONDITIONS

Contract General Conditions
C-18-011

Contractor's Initials _____

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GC 1

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:

EXHIBIT B

CONTRACT GENERAL CONDITIONS

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C-18-011

1.0 DEFINITIONS: Wherever used in the bidding requirements or contract documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, respond to questions, or change the bidding requirements in the proposed contract documents

Agreement – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Agreement Execution - means the date on which the Owner executes and enters into an Agreement with the Contractor to perform the Work.

Application for Payment – The form acceptable to the Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents

Bid – The offer or proposal of a bidder submitted to the prescribed form setting forth the prices for the Work to be performed

Bidding Documents – The Bidding Requirements and the proposed Contract Documents including all Addenda

Change Order – A document recommended by the engineer which is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or Contract Times, issued on or after the Effective Date of the Agreement.

Contract – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements whether written or oral. The Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS represent the entirety of the Contract.

Contract Price – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the agreement

Contractor - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

EXHIBIT B

CONTRACT GENERAL CONDITIONS

Contract General Conditions
C-18-011

County - means Peach County, Georgia, a political subdivision of the State of Georgia.

Day – A calendar day of 24 hours measured from midnight to the next midnight

Defective Work – Work that is faulty, deficient, does not conform to Contract Documents, does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents, has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion)

Director - Director of Peach County Public Works Department

Drawings - means collectively, all the drawings, sealed by a Georgia Professional Engineer, Architect, Landscape Architect, Surveyor or other approved design professionals, approved for construction by the COUNTY, listed in this Agreement, and also such supplementary drawings as the COUNTY'S consultant(s) may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Effective Date of Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver

Engineer - Director of Peach County Public Works Department or duly appointed representative

Field Order – A written order issued by the Engineer which requires minor changes in the work but which does not involve a change in the Contract Price or Contract Times.

MUTCD – Manual on Uniform Traffic Control Devices for Streets and Highways

Notice of Award – The written notice by the Owner to the successful bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice to Proceed – A written notice given by the Owner to the contractor fixing the date on which the contract times will commence to run and on which the contractor shall start to perform the work under the contract documents.

Owner – The County

Responsible Bidder – Means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. This will be determined by the County as a bid proposal that has an aggregate score of 85 or greater as outlined in the evaluation criteria in the instructions to bidders.

EXHIBIT B

CONTRACT GENERAL CONDITIONS

Contract General Conditions
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Responsive Bidder – Means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids.

Schedule of Values – A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Reviewing Contractor's Application for Payment

Specifications – Identifies the portion of the Contract Documents that identify, in writing, the standards of quality and performance for the products, materials, systems, and workmanship required to meet the Contract requirements for the work on this project, which form a part of the Agreement.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Contractor or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or specified part thereof) can be utilized for the purpose(s) for which it is intended.

Supplemental Agreement - means a written order to the Contractor signed by Owner and accepted by the Contractor, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Unit Price Work – Work to be paid for on the basis of unit prices

Work – The entire construction or the various separately identifiable part thereof required to be provided under the Contract Documents. Work includes and is the result of any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by the Contractor under this Agreement.

2.0 CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Detailed Scope of Work, the Exhibits, The Proposal, The Bid Form, and all Supplemental Agreements shall constitute the Agreement Documents.

2.2 Conflict, Precedence, and Jurisdiction

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

EXHIBIT B

CONTRACT GENERAL CONDITIONS

Contract General Conditions
C-18-011

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Proposal/Bid/Quote
6. Specifications
7. Drawings

2.2.2 Conflict Resolution: In the event a Conflict or disagreement should arise between the parties as to the performance of, or the interpretation of this agreement, or alleged breach of any provision of this agreement, the complaining party shall send a written notice to the opposite party within five (5) business days of obtaining knowledge of the conflict, disagreement, or alleged breach specifically identifying the nature of the conflict, disagreement, or alleged breach. The notified (responding) party shall have five (5) business days from the receipt of said written notice to cure said conflict, disagreement, or alleged breach. If the notified (responding) party shall cure such conflict, disagreement, or alleged breach to the satisfaction of the complaining party within five (5) business days of receipt of the written notice, this agreement shall continue unabated and the notified (responding) party shall not be liable for any loss, damage, or expense arising out such conflict, disagreement, or alleged breach. If the notified (responding) party shall not cure any such conflict, disagreement, or alleged breach within five business days from the receipt of written notice of such, then the complaining party may at its option, terminate this agreement in its entirety and seek damages or enforcement of this agreement in a court of law as hereinafter set forth; terminate this agreement in part and bring an action for damages or enforcement of any part of this agreement alleged to have been violated in a court of law as herein after provided, or proceed with the further execution and performance of this agreement without waiving any right to enforce any past or future claims for damages in a court of law as hereinafter provided.

2.2.3 Choice of Courts, Jurisdiction and Venue: The Parties hereto do hereby agree that any suit, action, or legal proceeding that may be brought by either party arising out of or from, in connection with, or as a result of this agreement or the subject matter hereof, shall be brought exclusively in the Superior Court of Peach County, Georgia and that proper jurisdiction and venue of any matter arising herefrom shall be vested in the Superior Court of Peach County, Georgia, and each party does hereby waive any right to object to the jurisdiction and venue of said court.

3.0 COVENANTS AGAINST CONTINGENT FEES

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or local laws. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or

EXHIBIT B

CONTRACT GENERAL CONDITIONS

Contract General Conditions
C-18-011

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.0 INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$2,000,000.

A. **WORKERS COMPENSATION** - Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$ 500,000 each accident/ \$ 500,000 disease policy limit/ \$ 500,000 disease - each employee.

B. **COMPREHENSIVE GENERAL LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence, \$2,000,000 policy limit, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

C. **BUSINESS AUTO LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence, \$2,000,000 policy limit, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles.

SPECIAL REQUIREMENTS:

E. The Peach County Board of Commissioners is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

F. **HOLD HARMLESS CLAUSE**

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to

EXHIBIT B

CONTRACT GENERAL CONDITIONS

Contract General Conditions
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the COUNTY 30 days prior to any expiration date. There shall also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONTRACTOR to ensure that all subcontracts comply with the same insurance requirements that the COUNTY requires the CONTRACTOR to maintain.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY'S Public Works Office with the executed Contract. A renewal certificate should be forwarded to the Public Works Office 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Public Works Department to monitor contract requirements.

J. All Insurance Policies of the CONTRACTOR will be required to be written on an Occurrence Basis. If a particular CONTRACTOR has insurance which is written on a Claims-Made Basis, these policies should be referred for approval by the County Administrator or action by the Board of Commissioners. When requesting evidence of insurance (certificates/policies) from CONTRACTOR, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Section will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY'S Finance Section.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Section for approval by the County Administrator or action by the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any work.

THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.

5.0 PROHIBITED INTERESTS

A. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having any such interest shall be employed directly or indirectly by the CONTRACTOR.

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B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.0 INDEMNIFICATION

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of construction services or sub-standard materials under this Agreement and that of its sub-contractors or anyone to whom the CONTRACTOR is legally liable.

7.0 INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

8.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract in excess of 25% of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the COUNTY'S prior written approval of the subcontractor(s). All sub-contractors must be approved by the DIRECTOR. The COUNTY will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

9.0 ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

10.0 EQUAL EMPLOYMENT OPPORTUNITY

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

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- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.
- D. The CONTRACTOR shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. If the CONTRACTOR is found to be in violation of applicable federal, state and /or local laws and/or regulations, and if the Peach County has reasonable cause to believe that the CONTRACTOR has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the CONTRACTOR from doing business with the County.

11.0 ANTI-KICKBACK CLAUSE

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

12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of employees, equipment operators, superintendents, technicians, or professionals of subcontractors performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

13.0 PERSONNEL AND EQUIPMENT

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY

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will be through a representative specifically designated by the CONTRACTOR. All of the services required hereunder will be performed by the CONTRACTOR under the representative's supervision, or by the sub-contractor stipulated in the proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

The CONTRACTOR shall employ only qualified registered surveyors in responsible charge of any survey work.

The CONTRACTOR shall employ only qualified professional engineer in responsible charge of any engineering work.

The CONTRACTOR shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to construct structures that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

The CONTRACTOR acknowledges all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA) and the State of Georgia with regard to worker health and safety.

14.0 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the approval of the County Administrator or the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

15.0 AUDITS AND INSPECTORS

The CONTRACTOR shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

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16.0 CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with the DIRECTOR, the Public Works Operations Manager or their duly authorized representative (s), Georgia Department of Transportation, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other Contractor/Consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

17.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 14.0 above.

18.0 NOTICES

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

Notices to the COUNTY shall be addressed to the DIRECTOR as follows:

Paul Schwindler, P.E., Director
Peach County Public Works
410 Old Macon Road
Fort Valley, Georgia 31030

Notices to CONTRACTOR shall be addressed as follows:

Dodd Hartley
10129 Highway 42 S
Fort Valley, GA 31030
(850) 377-5221

19.0 LIAISON

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The DIRECTOR or his duly appointed representative shall act as the Liaison between the CONTRACTOR and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONTRACTOR shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, invoices and reports shall be directed to the Liaison to provide for proper distribution to the parties concerned.

The Liaison will expedite any necessary decisions affecting the performance of the CONTRACTOR'S Agreement, but the CONTRACTOR shall not make use of the Liaison's services on trivial or minor matters normally to be decided by the CONTRACTOR.

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20.0 DELIVERY OF DOCUMENTS

Except as otherwise provided herein, the CONTRACTOR shall submit all progress documents, reports, sketches, planning notes, and other papers and supporting data required under this Agreement to the COUNTY in triplicate. The CONTRACTOR shall deliver the required progress reports in a timely manner so that the work can be reviewed.

21.0 PROGRESS REPORTS

The CONTRACTOR shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of the Agreement. The report shall include, but is not limited to:

1. Construction activities completed during this period
2. Problems and/or unforeseen conditions
3. Required inspections conducted during the period
4. Complete schedule; items impacting the schedule; projected completion date
6. Quality assurance activities

22.0 CONFERENCES AND FIELD INSPECTIONS

The CONTRACTOR shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting themselves with all local conditions involved in the prosecution of this Agreement. The CONTRACTOR may request that a representative of the COUNTY accompany him on specific site visits if field conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

23.0 RIGHT TO ENTRY

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONTRACTOR shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONTRACTOR, the COUNTY will provide the necessary documents identifying the CONTRACTOR as being in the employ of the COUNTY for the purposes described in the Agreement. If the property owners or occupant denies the CONTRACTOR permission to enter, such incident will be reported

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to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

24.0 UTILITIES

Utilities such as sewer, water, data, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

The CONTRACTOR shall identify all major elements of privately, publicly or cooperatively owned utilities that may be impacted by proposed elements of the PROJECT. The CONTRACTOR shall stop work, and immediately notify the COUNTY of any unforeseen utility conflicts encountered or discovered.

The CONTRACTOR shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct any necessary negotiations with the utilities and authorities. However, the CONTRACTOR may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such work is undertaken by the County.

25.0 TESTS AND INSPECTIONS

CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for COUNTY'S and DIRECTOR'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections test or approvals shall be performed by organizations acceptable to DIRECTOR and COUNTY.

26.0 REVIEW OF WORK

The COUNTY and DIRECTOR their consultants and other representatives and personnel of the COUNTY, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable. The Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the CONTRACTOR, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY.

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Refusal by the CONTRACTOR to submit progress reports and/or required submittals shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the COUNTY'S request in this regard.

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27.0 NOTICE OF DEFECTS

Prompt notice of all defective Work of which the COUNTY or DIRECTOR has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted

28.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK

Promptly after receipt of written notice, CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the DIRECTOR, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

29.0 COUNTY MAY CORRECT DEFECTIVE WORK

If CONTRACTOR fails within a reasonable time after written notice from DIRECTOR to correct defective Work, or to remove and replace rejected Work as required by DIRECTOR in accordance with Paragraph 28.0, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, COUNTY may, after seven days written notice to CONTRACTOR, correct, or remedy any such deficiency.

CONTRACTOR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights and remedies under this paragraph 29.0.

30.0 COUNTY MAY STOP WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

31.0 SUPERVISION AND CONTROL

The CONTRACTOR shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY as the COUNTY may

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deem appropriate. The CONTRACTOR shall employ sufficient qualified personnel to perform the work within the time stipulated in the agreement.

32.0 ENVIRONMENTAL IMPACT

The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

32.A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

32.B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the COUNTY and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

32.C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

32.D. Erosion Sedimentation & Pollution Control: All points runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All Erosion Sedimentation & Pollution Control permitting shall be the responsibility of the CONTRACTOR. It shall be the CONTRACTOR'S responsibility to submit the Notice of Intent (NOI) for discharging storm water from the construction project if applicable, and the contractor shall be responsible for compliance with the requirements set forth in the Erosion Sedimentation & Pollution Control Plan and federal, state and local regulations.

32.E. Fuel & Lubrication Spills: All spills shall be removed from the site immediately by the CONTRACTOR.

32.F. Fuel Storage & transfer: All spills shall be allowed only in areas approved by the COUNTY or DIRECTOR.

33.0 MAINTENANCE DURING CONSTRUCTION

The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in safe, satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use

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of traffic control devices as required in accordance with the latest MUCD standards and/or the county.

The CONTRACTOR shall provide and maintain a safe working environment at all times. This includes, but is not limited to Roads, shoulders, staging areas, and all other areas that the contractor uses to complete the work. The CONTRACTOR or CONTRACTOR'S employees shall not violate any Federal, State, or local laws within Peach County while this contract is in force.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all costs of signs and markings as required and other maintenance WORK during construction and before the WORK is accepted and of constructing and maintaining such approaches, crossings, intersections, and others features as may be necessary without direct compensation.

34.0 BARRICADES, DANGER, WARNING & DETOUR SIGNS

The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the most recent version of Manual on the Federal Highway Administration's Uniform Traffic Control Devices (MUTCD) standards and/or County requirements in which the project is located. Temporary Signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted.

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

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35.0 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) normal business days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the project schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished work by the CONTRACTOR under this Agreement shall become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONTRACTOR, then the CONTRACTOR shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

36.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Peach County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONTRACTOR.

37.0 CONTRACTOR'S PAYMENT AND RETAINAGE OF PAYMENT

Contractor may submit partial pay requests (Invoices) on a weekly, bi-weekly, or 30-day basis. Pay requests must be submitted regularly and for no greater than 30-day periods.

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Partial pay estimates may include stored materials. CONTRACTOR must submit invoices and all materials must be located at the site of the work. Retainage will not be held on stored materials.

The retainage shall be an amount equal to 10% of the CONTRACTOR'S partial pay estimate until 50% completion. Further payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the DIRECTOR certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 20% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgement of the COUNTY are valid reasons for non-completion, the COUNTY may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

38.0 SANITARY CONVENIENCES

The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the WORK and their use shall be strictly enforced. Such convenience shall be made available when the first employee(s) arrive on the site and shall be removed after the departure of the last employee from the job site.

39.0 BONDS

If required in the Request for Bid or Proposal The CONTRACTOR shall furnish Payment and Performance Bonds equal to 100% of the estimated contract total listed on the Bid Sheet of the CONTRACTOR'S response .

40.0 DAMAGED INFRASTRUCTURE

The CONTRACTOR shall be responsible for any damages to existing Infrastructure including, but not limited to: utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage to its pre-existing condition at their own expense

End of Section

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Contractor's Initials _____

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