



**INVITATION TO BID 17-068-L**

**FOR**

**Roswell Old Mill Park Machine Shop HVAC System**

**BIDS DUE: No later than Thursday, March 9, 2017 2:00 PM EST in hard copy.  
Electronic submissions via e-mail or fax will NOT be accepted.**

**There will be a pre-bid conference held on Tuesday, February 28, 2017  
at 10:00 AM at the Roswell Mill Park Machine Shop located at 95 Mill Street,  
Roswell, GA.**

Questions should be directed in writing to City of Roswell Purchasing Division,  
via e-mail to:

**[purchasing@roswellgov.com](mailto:purchasing@roswellgov.com)**

**Submit Proposals to:  
City of Roswell  
Purchasing Division  
38 Hill Street, Suite 130  
Roswell, Georgia 30075**

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## BID LETTER AND CERTIFICATION

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**(FAILURE TO INCLUDE THIS SIGNED BID LETTER AND BID CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR BID.)**

We propose to furnish and deliver any and all of the deliverables and services named in the attached ITB 17-068-L Roswell Old Mill Park Machine Shop HVAC System for the City of Roswell for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Roswell, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Roswell ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this ITB. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred eighty (180) days from proposal opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror \_\_\_\_\_

Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Offeror Name Here \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

## OFFEROR'S ITB CHECKLIST

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### 10 Critical Things to Keep in Mind When Responding to an ITB for the City of Roswell

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. \_\_\_\_\_ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information.
3. \_\_\_\_\_ **Attend the pre-bid conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB. This conference may be mandatory.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the Buyer by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for an ITB are posted on the City's website and will include all questions asked and answered concerning the ITB.
5. \_\_\_\_\_ **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, e.g. cover page, bid sheet, standard forms, etc.
8. \_\_\_\_\_ **Check the City's website for ITB addenda.** Before submitting your response, check the City's website at <http://www.roswellgov.com/bids.aspx> to see whether any addenda were issued for the ITB. **If so, you must submit a signed cover sheet for each addendum issued along with your ITB response.**
9. \_\_\_\_\_ **Review the ITB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.
10. \_\_\_\_\_ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

***This checklist is provided for assistance only and should not be submitted with Offeror's Bid.***

## SCHEDULE OF EVENTS

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| <u>EVENT</u>  | <u>DATE</u>                  |
|---|------------------------------|
| ITB Issue Date .....  | February 10, 2017            |
| Pre-proposal Meeting .....                                      | February 28, 2017 (10:00 AM) |
| Deadline for Receipt of Written Questions.....                  | March 1, 2017 (2:00 PM)      |
| Deadline for Posting of Written Answers to City’s Website ..... | March 6, 2017                |
| ITB Response Due Date.....                                      | March 9, 2017 (2:00 PM)      |
| ITB Opening .....   | March 9, 2017 (2:30 PM)      |
| Anticipated Award Date.....                                     | March 2017                   |

*(All time references in this document are to be understood as local, Eastern Time for our City, Roswell, GA.)*

## PROJECT OVERVIEW

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The City of Roswell Mayor and Council, the governing authority of City of Roswell, Georgia (“the City”), through the Roswell Recreation and Parks Department, requests sealed bids for a project consisting of installation of new HVAC System located at the Roswell Old Mill Park Machine Shop , located at 95 Mill Street, Roswell, GA 30075.

## SECTION 1: ITB INSTRUCTIONS

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### 1.1 Single Point of Contact

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From the date this Invitation to Bid (the "ITB") is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

|                   |  |
|-------------------|--|
| Buyer:            | Lynn Shriner   |
| Address:          | 38 Hill Street<br>Roswell, GA 30075                                      |
| Telephone Number: | 770-641-3718   |
| E-mail Address:   | <a href="mailto:purchasing@roswellgov.com">purchasing@roswellgov.com</a> |

### 1.2 Required Review

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- 1.2.1 **Review ITB:** Offerors should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this ITB.
- 1.2.2 **Addenda:** The City of Roswell may revise this ITB by issuing an addendum prior to its opening. The addendum will be posted on the City's website alongside the posting of the ITB at <http://www.roswellgov.com/bids.aspx>. Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their ITB response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.
- 1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this ITB must address these questions in writing or via e-mail to the Buyer referenced above on or before **March 1, 2017**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.
- 1.2.4 **The City of Roswell's Answers:** The City of Roswell will provide by **March 6, 2017**, an official written answer to all questions received within the period stipulated under *section 1.2.3*. The City of Roswell's response will be by formal written addendum. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City of Roswell. Any formal written addendum will be posted on the City's website alongside the posting of the ITB at <http://www.roswellgov.com/bids.aspx> by the close of business on the date listed. Offerors must sign and return any addendum with their ITB response.



### 1.3 Pre-bid Conference

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There will be a pre-bid conference for this project on **Tuesday, February 28, 2017 at 10:00 AM**. This conference will be held at the Roswell Mill Park Machine Shop located at 95 Mill Street, Roswell, GA 30075.

### 1.4 Submitting a Sealed Bid

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1.4.1 **Organization of Bid:** Each bid shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this ITB. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

Offeror shall reference the bid number and closing date and time on the **outside, lower left corner** of the envelope containing the bid. Failure to include such information may delay opening of the bid.

Offerors must organize their bids in the following format:

- a. **Bid Letter and Certification** – Offeror's authorized representative(s) shall complete and sign the Bid Letter and Certification on page 4 of this ITB and return it with the bid.
- b. **Scope of Project/Specifications** – Offeror shall respond comprehensively and clearly to the requirements of *Section 3* and shall include all documents, information, exceptions, clarifications, etc., as requested therein.
- c. **Offeror Qualification** – Offeror shall include all requested documents and information.
- d. **Cost Submission** – Offeror's authorized official to complete, sign, and return with bid response.
  - i. Offerors **must** respond to this ITB by utilizing the Schedule of Items found in Appendix E.
  - ii. Except in rare cases as described in Section 1.4.5, a bid may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for bid submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the bid.
  - iii. The Cost Bid Form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during bid evaluations.
  - iv. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
- e. **Appendix A, Standard Forms** – Offeror's authorized representative(s) **must** complete the standard forms and return with bid response.
- f. **Appendix B, Contract**
- g. **Addenda** – if any addenda have been issued, complete, sign and return the Bid Cost Form and reference All Addenda issued for bid.

1.4.2 **Failure to Comply with Instructions:** The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration

any proposals that do not follow this ITB format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 **Multiple Bids:** Offerors may, at their option, submit multiple bids, in which case each bid shall be evaluated as a separate document. Multiple bids must be submitted in separate envelopes and marked plainly to notify that each envelope contains a separate and single bid response.

1.4.4 **Copies Required and Deadline for Receipt of Sealed Bids:** All bids must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:

- One (1) unbound hard copy (3-ring binder OK) marked “Original” with original signatures; and
- One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

Bids must be received sealed and at the Purchasing Office of the location noted on the Cover Page prior to **2:00 PM (EST), on March 9, 2017**. Facsimile or e-mail responses to invitation for bids are NOT accepted.

1.4.5 **Late Submissions, Withdrawals, and Corrections:**

- A. **Late Bid:** Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror’s sole risk to assure delivery to the Purchasing Office by the designated time. Late bids will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **Bid Withdrawal:** An Offeror requesting to withdraw its bid prior to the ITB due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **Bid Correction:** If an obvious clerical error is discovered after the bid has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened bids for reasons other than obvious clerical errors are not permitted.

## 1.5 Offeror's Certification

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1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this ITB, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this ITB.

1.5.2 **Offeror’s Signature:** All signatures required in the bid on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the bid. The Offeror’s signature on a bid in response to this ITB guarantees that the prices quoted

have been established without collusion and without effort to preclude the City of Roswell from obtaining the best possible supply or service. Proof of authority of the person signing the ITB response must be furnished upon request.

- 1.5.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.4.5*, a bid may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for bid submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the bid.

## 1.6 Cost of Preparing a Bid

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- 1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this ITB and any subsequent presentations of the bid as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of their bid.
- 1.6.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this ITB become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this ITB process.

## SECTION 2: ITB RECEIPT AND EVALUATION PROCESS

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### 2.1. Authority

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This ITB is issued under the authority of the City of Roswell.

### 2.2. Receipt of Bids and Public Inspection

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**2.2.1 Public Information:** During the opening of sealed bids, the Offeror's name, bid amount, and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each bid offer is considered open record and all information received in response to this ITB, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after bid opening with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

**2.2.2 Buyer's Review of Bids:** Upon opening the sealed bids received in response to this ITB, the Buyer in charge of the solicitation will review the bids and separate out any information that meets the referenced exceptions in *Section 2.2.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the bid;
- Bid does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each bid containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## 2.3. Classification and Evaluation of Bids

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2.3.1 **Initial Classification of Bids as Responsive or Nonresponsive:** All bids will initially be classified as either “responsive” or “nonresponsive”. Bids may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the ITB; or the bid is not within the plans and specifications described and required in the ITB. Bids found nonresponsive may not be considered further.

2.3.2 **Determination of Responsibility:** The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

2.3.3 **Evaluation of Bids:** During the evaluation of the bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses.

Award will be made to the responsive and responsible Offeror whose bid is most economical according to designated criteria. The determination of the lowest responsive and responsible Offeror may involve all or some of the following factors:

- price,
- conformity to specifications,
- financial ability to meet the contract,
- previous performance,
- facilities and equipment,
- availability of repair parts,
- experience,
- delivery promise,
- terms of payment,
- compatibility as required,
- other cost,
- and other objective and accountable factors, if any.

The City shall be the judge of the factors and will make the award in the best interest of the City.

2.3.4 **Completeness of Bids:** Selection and award will be based on the Offeror’s bid and other items outlined in this ITB. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.3.5 **Opportunity for Discussion/Negotiation:** After receipt of all bids and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary.

2.4. **Contract Award:** Award, if any, will be made by the Mayor and City Council, upon recommendation, to the Offeror providing the lowest responsive and responsible bid and who provides all required documents.

## 2.5. Roswell's Rights Reserved

While the City of Roswell has every intention to make an award as a result of this ITB, issuance of the ITB in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

- Cancel or terminate this ITB at any time. A notice of cancellation will be issued on the Roswell website. If the ITB is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its bid. Bids may be returned upon request if unopened;
- Reject any or all bids received in response to this ITB,
- Make a contract award, based directly on the bids received, determined to be in the best interest of the City, in its sole discretion,
- Enter into further discussions with one or more Offerors;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this ITB which would not have significant impact on any bid;
- Not award if it is in the best interest of the City of Roswell; or
- Terminate any contract if the City of Roswell determines adequate funds are not available.

## SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

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### 3.1 City's Intent

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The City of Roswell Mayor and Council, the governing authority of City of Roswell, Georgia ("the City"), through the Roswell Recreation and Parks Department, requests sealed bids for a project consisting of installation of new HVAC System at the Roswell Old Mill Park Machine Shop located at 95 Mill Street, Roswell, GA 30075.

### 3.2 Required Information: Equipment Specification

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Offeror shall install one (1) new HVAC System at the Roswell Mill Park Machine Shop, located at 95 Mill Street, Roswell, GA. The HVAC system will utilize the UNICO Small Duct High Velocity system or equivalent system. The items listed in the section below should be included.

1. Vendor to provide accurate planning schedule
2. Vendor to furnish and install two (2) iAire FV6 Air Handlers
3. Vendor to furnish and install two (2) M4860CI Coil
4. Vendor to furnish and install two (2) 5 ton iAire Heat pumps
5. Vendor to furnish AC Unit Screen/Pad/Gate for AC Compressors
6. Vendor to furnish and install all ductwork per plans and specs
7. Vendor to furnish and install line set per plans and specs
8. Vendor to furnish and install all line and low voltage wiring
9. Vendor to furnish and install condensate piping
10. Vendor to charge unit, leak test, and vacuum
11. Vendor to furnish and install wall mounted exhaust fan per plans and specs
12. Vendor shall clean-up worksite and all debris

#### 3.2.2 Deliverables:

1. Warranty
2. Graphics and Manuals
3. Laminated wiring diagrams of complete system
4. Software and instructions manuals for remote operations

#### 3.2.3 Permitting:

At the time of issuance of a Purchase Order for this Work, it is the responsibility of the contractor to obtain permits from the City of Roswell Community Development Department.

1. City of Roswell shall provide access to the worksite during normal working hours.
2. City of Roswell shall coordinate staging area for materials and equipment with property owner as needed.
3. City of Roswell shall provide parking area for contractor equipment and vehicles during construction.
4. City of Roswell shall coordinate any other inspections required for this project other than those which will be the responsibility of the contractor through permitting. The hours for permitting are 8:30-4:30 Monday-Friday in Community Development.

ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER.  
Bidder will explain exact particulars where bid does not meet exactly the specification.

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## SECTION 4: OFFEROR QUALIFICATIONS

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### 4.1 City's Right to Investigate

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The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

### 4.2 Offeror Informational Requirements

---

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirement(s) must be met by the offeror.

4.2.1 **Georgia Contractors License Prequalification:** Offeror shall provide a copy of their current Certificate of Qualification or Certificate of Registration. (If required)

4.2.2 **References:** Offeror shall provide a list of references for the last five (5) clients/projects of the same general size and scope that is proposed in this ITB which the offeror has been awarded. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Note that the reputation of the Offeror regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection. **(See Appendix A for Reference Form)**



**SECTION 5: COST SUBMISSION**

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Offerors shall respond to this bid utilizing the Cost Bid Form on Page 25 of this ITB.

## SECTION 6: TERMS AND CONDITIONS

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The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's ITB response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

### 6.1 Additional Contract Provisions and Terms

---

This ITB, including all ITB documents and any addenda, the Offeror's bid, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

### 6.2 Performance Prior to Contract Execution

---

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the ITB.

### 6.3 Contract Term

---

The contract term for this bid shall be for the duration of the project until completion upon written approval of the City and successful Offeror.

### 6.4 Contract Termination

---

The City may terminate, by written notice to the Offeror, any resulting contract without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination.

### 6.5 Subcontractors

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The lowest responsive and responsible Offeror will be the prime contractor, if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the bid submission. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this ITB shall create any contractual relationships between any subcontractor and the City of Roswell.

## 6.6 Bonding Requirements

---

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Roswell. Said bid bond guarantees the Offeror will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The successful Offeror shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

## 6.7 General Insurance Requirements

---

The Offeror shall provide the City of Roswell with a certified copy of each of the policies or binders to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal policy or certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Offeror shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Roswell is additionally insured.

▪ **Statutory Workers' Compensation Insurance:**

Employers Liability:

- Bodily Injury by Accident                      \$100,000 each accident
- Bodily Injury by Disease                        \$500,000 policy limit
- Bodily Injury by Disease                        \$100,000 each employee

▪ **Comprehensive General Liability Insurance:**

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Products/Completed Operations Insurance
- (c) Broad Form Property Damage
- (d) Personal Injury Coverage

▪ **Comprehensive Automobile Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

- **Excess Umbrella Liability Insurance:**
  - (a) \$1,000,000 limit of liability
  - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

## 6.8 Compliance with Workers' Compensation Act

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

## 6.9 Compliance with Illegal Immigration Reform and Enforcement Act

**E-Verify Program:** The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Appendix A).

### **Requirement to Participate in a Federal Work Authorization Program (E-Verify):**

- (1) Pursuant to O.C.G.A. § 13-10-91:
  - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
  - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
  - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

### **Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:**

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

#### **6.10 Compliance with Laws**

---

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

#### **6.11 Drug-Free Workplace**

---

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

6.11.1 **Certification:** If Contractor is an entity other than an individual, it hereby certifies that:

- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
- ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

6.11.2 **Penalties:** Contractor may be suspended, terminated, or debarred if it is determined that:

- iii. The Contractor has made false certification hereinabove; or
- iv. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

## 6.12 Substitutions and Change Orders

---

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

## 6.13 Invoicing and Payment

---

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed. The City shall retain ten (10%) percent of the gross value of the Completed Work. When all Work is completed and final acceptance has been approved by the City, the Offeror may invoice for the amount retained.

The City will process approved payment requests under this project to the awarded Contractor. Payment to subcontractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

Roswell Finance Department  
Attn: Cash Disbursements  
Hill Street, Suite 130  
Roswell, GA 30075  
invoices@roswellgov.com

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

Successful Offeror(s) must provide the City with a completed and signed W-9.

#### 6.14 Taxes

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No sales tax will be charged on any orders.

#### 6.15 Deliveries

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In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is:

***City of Roswell Recreation and Parks  
Roswell Old Mill Machine Shop  
95 Mill Street  
Roswell, GA 30075***

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

## Appendix A – Standard Forms

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This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

Please complete, sign, and return each of the following forms with the bid submittal:

- Cost Bid Form
- Bid Bond
- References
- List of Subcontractors
- Corporate Certificate
- Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify)



# COST BID FORM

---

**TO: BUYER OF RECORD**  
CITY OF ROSWELL  
ROSWELL, GEORGIA 30075

**To Whom It May Concern:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Roswell, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**ITB NUMBER 17-068-L**  
**Roswell Old Mill Machine Shop HVAC System**

The Bidder has carefully examined and fully understands the Contract, Specifications, Plans, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Roswell in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of construction and all Work indicated called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within 180 calendar days thereafter.

Attached hereto is an executed Bid Bond in the amount of \_\_\_\_\_ Dollars (\$ Five Percent of Base Bid).

If this bid shall be accepted by the City of Roswell and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the date of Notice of Award of the Contract, then the City of Roswell may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Roswell as liquidated damages.

Bidder agrees that the provisions of the City of Roswell Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

Bidder agrees that from the date this Invitation to Bid is issued until an award is made, bidders **are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the bidder from further consideration. Contact information for the single point of contact is as follows:

Buyer: Lynn Shriner  
Address: 38 Hill Street  
Roswell, GA 30075  
Telephone Number: 770-641-3718  
E-mail Address: [purchasing@roswellgov.com](mailto:purchasing@roswellgov.com)

**Bidder has carefully examined the Bidding Documents entitled:**

**Roswell Old Mill Park HVAC System**

**Bid Due Date: March 9, 2017**

**Bid Number: ITB NUMBER 17-068-L**

**Acknowledges receipt of the following addenda numbers and dates, if any:**

\_\_\_\_\_;

**And has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the Base Bid Work, in accordance with said documents, for the sum of:**

\_\_\_\_\_

\_\_\_\_\_ DOLLARS (Words)

(\$ \_\_\_\_\_) (Numbers)

Bidder further declares that the full name and business address of Bidder's Principal is as follows:

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_

Bidder \_\_\_\_\_ (Seal)

Company Name

Bidder Mailing Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

# BID BOND

---

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ (Name  
of Contractor) \_\_\_\_\_ (Address of  
Contractor) a \_\_\_\_\_  
(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the  
State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Roswell Georgia

(Name of Obligee)

38 Hill Street Suite 235, Roswell Georgia 30075

(Address of Obligee)

herein after referred to as Obligee, in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Roswell, Georgia, a proposal  
for furnishing materials, labor, and equipment for:

## **Roswell Old Mill Park HVAC System**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check  
otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall  
within ten days after receipt of notification of the acceptance execute a Contract in accordance with the  
Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of  
Roswell, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable  
to the City of Roswell, Georgia, each in an amount of 100% of the total Contract Price, in form and with  
security satisfactory to said the City of Roswell, Georgia, and otherwise, to be and remain in full force and  
virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing  
requirements within the time specified above, immediately pay to the City of Roswell, Georgia, upon  
demand, the amount hereof in good and lawful money of the United States of America, not as a penalty,  
but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. seg. and SS 36-86-101, et. seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

# REFERENCES

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**REFERENCES:** Please provide the City with the last five (5) clients of similar size and scope. You may submit your standard list of references as opposed to using this form, but you still need to complete and sign at the bottom.

**REFERENCE # 1**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 2**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

**REFERENCE # 3**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 4**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE # 5**

Name of Entity/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Contact Person Telephone Number: \_\_\_\_\_

Date When Work Performed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# LIST OF SUBCONTRACTORS

---

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

| SUBCONTRACTOR | WORK TO BE PERFORMED | % OF THE WORK |
|---------------|----------------------|---------------|
|               |                      |               |
|               |                      |               |
|               |                      |               |
|               |                      |               |
|               |                      |               |
|               |                      |               |
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|               |                      |               |
|               |                      |               |
|               |                      |               |
|               |                      |               |
|               |                      |               |
|               |                      |               |

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

**\* The City of Roswell requires 51% participation by the prime Contractor on all projects.**



# CORPORATE CERTIFICATE

---

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor on the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Seal)

# AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

---

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Roswell (GA)** has registered with, is authorized to use and uses 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. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
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:  
\_\_\_\_\_

# Appendix B – Sample Contract

---

## CONTRACT AGREEMENT

This Contract for **Roswell Old Mill Park HVAC System** (the “Project”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 2017 (the “Execution Date”) by and between \_\_\_\_\_, (“Contractor”) and The City of Roswell (“City”). Contractor and City may be referred to individually as a “Party” or collectively as the “Parties”.

### CONTRACT:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Project located in Roswell, GA, as well as all work incidental and pertinent thereto all in accordance with the Contract (hereinafter designated the “CONTRACT”); **ITB 17-068-L Roswell Old Mill Park HVAC System** (hereinafter designated the “Proposal”), a copy of which is attached hereto as Exhibit A and incorporated herein; and the **CONTRACTOR’S Response to ITB 17-068-L Roswell Old Mill Park HVAC System** (Exhibit B) (hereinafter designated the “Response”). In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
2. The term of the CONTRACT shall begin on the Effective Date first written above, and shall be for the duration of the project, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The CONTRACTOR is required to submit to the City a Certificate of Insurance prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties. Work shall commence with adequate force and equipment within ten (10) days from the Notice to Proceed from the City and shall be completed within one hundred eighty (180) calendar days thereafter.

### 3. Pricing

The City shall pay the CONTRACTOR for the CONTRACTOR’S performance in accordance with the amounts established in CONTRACTOR’S Completed Cost Bid Form or the amount finally awarded by City (\$ \_\_\_\_\_). The City shall pay the Contractor in accordance with the prices stipulated in the Bid Schedule based upon verified quantities. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties.. The contractor shall invoice the City on a monthly basis for actual quantities completed.

### 4. Termination

(a) *Termination by City:* City may at its sole option terminate this CONTRACT by giving the CONTRACTOR thirty (30) days written notice. Should the CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this CONTRACT or if it should violate any of the terms of this CONTRACT, the City shall have the right to immediately terminate the CONTRACT. Such termination shall not relieve CONTRACTOR of any liability to the City for damages sustained by virtue of any breach

by CONTRACTOR. A reasonable period of time to cure a CONTRACTOR breach of CONTRACT can be negotiated with the CONTRACTOR selected.

(b) *Termination by CONTRACTOR.* If at any time or from time to time during the Term, any of the following events shall occur and not be remedied within the applicable period of time herein specified, namely:

(i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this CONTRACT to be kept, observed or performed by City, and such default shall continue for a period of sixty (60) days after written notice thereof by CONTRACTOR to City, which shall specify such failure with particularity.

(c) *Continuing Obligations.* If this CONTRACT is terminated pursuant to this Section 4, the Parties shall account for and pay to the other all sums due and owing pursuant to the terms of this CONTRACT within thirty (30) days after the effective date of termination.

(d) *Force Majeure.* Neither Party shall be liable for any loss, damage, delay or nonperformance of any Services as a result of causes not reasonably within the control of such Party including, but not limited to, acts of God, terrorism, war, riot, insurrection, civil violence or disobedience, blockages, embargoes, sabotage, epidemics, fire, strikes, lock-outs or other industrial or labor disturbances, lighting, hurricanes, cyclonic storms, and explosions; provided, however, that the affected Party notifies the other Party promptly of the occurrence of the cause and thereafter exerts commercially reasonable efforts to overcome the cause of the prevention or hindrance if such cause is within the Party's reasonable control, and to resume performance.

## 5. Representations and Warranties

(a) *Representations by CONTRACTOR.* CONTRACTOR hereby represents and warrants to City that:

(i) CONTRACTOR is a not for profit company duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) CONTRACTOR has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of CONTRACTOR.

(iii) This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes the legal, valid and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by CONTRACTOR does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which CONTRACTOR is now a party or by which CONTRACTOR may be bound or affected; or (ii) violate

any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to CONTRACTOR.

(b) *Representations by City.* City hereby represents and warrants to CONTRACTOR as follows:

(i) City is duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) City has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of City.

(iii) This CONTRACT has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by City does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which City is now a party or by which City may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to City

(c) *Disclaimer of Warranties.* Other than as specifically set forth herein, neither of the Parties makes any representations, warranties or guarantees, express or implied, directly or indirectly, including, but not limited to, any warrant of merchantability or fitness for a particularly purpose.

## 6. Indemnification

CONTRACTOR hereby agrees to hold harmless and indemnify City, and its employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, damages, demands, claims, suits, actions, causes of action, judgments, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by of them, directly or indirectly, as a result of, arising from, or relating directly or indirectly to: (i) any inaccuracy in or any breach or nonfulfillment of any of the representations or warranties made by CONTRACTOR in this Agreement; (ii) any breach or nonfulfillment of any of the covenants or agreements made by CONTRACTOR in this CONTRACT; or (iii) any violations of law by CONTRACTOR in performing its obligations under this CONTRACT.

7. Insurance

The CONTRACTOR, at all times that this CONTRACT is in force, agrees to provide, as a minimum, worker's compensation, commercial general liability, and automobile liability insurance coverage in accordance with the Insurance Requirements provided in Section 6.7 of ITB 15-043-R.

8. Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this CONTRACT.

9. Assignment

The Contractor shall not assign or subcontract the whole or any part of this CONTRACT without the City of Roswell's prior written consent.

10. Amendments in Writing

No amendments to this CONTRACT shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

11. Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

12. Inclusion of Documents, Exhibits

ITB 16-068-L and the Contractor's proposal submitted in response thereto, including any best and final offer, are incorporated in this CONTRACT; form an integral part of this CONTRACT; and, are attached hereto as Exhibits A and B.

In the event of a conflict in language between this CONTRACT and the foregoing documents incorporated herein, the provisions and requirements set forth in this CONTRACT shall govern. In the event of a conflict between the language of the Contractor's proposal, the language in the former shall govern.

13. General Provisions

(a) *Governing Law/Jurisdiction.* This CONTRACT is entered into in the State of Georgia and shall be construed in accordance with the laws of the State of Georgia, without regard to its choice of law provisions. The Parties further irrevocably consent and agree that the Superior Court of Fulton County, Georgia shall be the exclusive jurisdiction for any action or dispute arising out of this CONTRACT and the Parties hereby consent to venue in said court.

(b) *Severability.* If any provision of this CONTRACT is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this CONTRACT will remain in full force and effect. Any provision of this CONTRACT held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) *Waiver.* Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this CONTRACT will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

(d) *Survival.* Except to the extent provided to the contrary in this CONTRACT, no termination of this CONTRACT shall in any way effect or impair the power, obligation, duties, rights and liabilities of the Parties relating to (i) any transaction or event occurring prior to such termination or (ii) any of the undertakings, CONTRACTs, covenants, warranties and representations of the parties with respect to (i) or (ii) above. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation of this CONTRACT, including return of unearned cancellation obligations owed by the Parties.

(e) *Successors and Assigns.* This CONTRACT shall not be assigned without express written consent of the other party. This CONTRACT shall be binding not only on the Parties, but also on their heirs, representatives, administrators, executors, successors and, if approved, assigns, and the parties agree for themselves, and their heirs, administrators, executors, successors and assigns, to execute any and all documents which may be necessary or proper to carry out or effectuate the purpose and intent of this CONTRACT.

(f) *Independent CONTRACTOR.* Nothing herein shall be construed to create a partnership or joint venture between the Parties hereto and neither Party shall be liable in any manner for the debts, obligations or liabilities of the other Party.

(g) *Third-Party Beneficiaries.* Except as specifically provided herein, this CONTRACT shall not create or be construed to create in any manner whatsoever, any rights in any person as a third party beneficiary of this CONTRACT or otherwise.

(h) *Further Assurances.* Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as may from time to time be reasonably required to carry out the terms and provisions of this CONTRACT.

(i) *Counterparts.* This CONTRACT may be executed in one or more counterparts, each of which will be deemed an original copy, but all of which together constitute one and the same instrument.

(j) *Rules of Construction.* All references herein to the singular shall include the plural, and vice versa, and all references herein to the neuter shall include the masculine or feminine, as the case may be, and vice versa. When general words or terms are used herein followed by the word "including" (or another form of the word "include") and words of particular and specific meaning, the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning. No provision of this CONTRACT shall be construed against or interpreted to the disadvantage of a party by reason of such Party having or being deemed to have drafted, structured or dictated such provisions.

(k) *Entire CONTRACT.* This CONTRACT, together with all attachments and exhibits thereto, constitutes the entire agreement between the Parties. The CONTRACT supersedes all prior discussions and agreements between the Parties with respect to the subject matter contained herein, and this CONTRACT contains the sole and entire understanding between the Parties with respect to the transaction contemplated hereby. This CONTRACT may not be modified or amended except by an instrument in writing signed by or on behalf of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

**CONTRACTOR:**

**CITY:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

Executed in Triplicate: Copy \_\_\_\_\_ of 3.



## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Roswell, Georgia  
(Name of Obligee)

38 Hill Street Suite 235, Roswell Georgia 30075  
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated: \_\_\_\_\_

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. eq. and SS 36-86-101, et. seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_

(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
**(Witness as to Surety)**

\_\_\_\_\_  
(Address)

\_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Roswell Georgia  
(Name of Obligee)

38 Hill Street Suite 235, Roswell Georgia 30075  
(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided

payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within Ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. eq. and SS 36-86-101, et. seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)  
(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
**(Witness as to Surety)**

\_\_\_\_\_  
(Address)

\_\_\_\_\_

# Plans Attached



# ROSWELL MILL PARK - EVENT FACILITY- Roswell Recreation & Parks Department

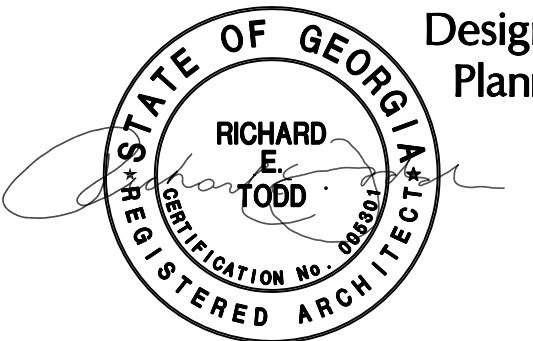
## HVAC ADDITION ( MAIN LEVEL )

### -City of Roswell, Fulton County, Georgia 30075-

#### Zoned HR- HISTORIC DISTRICT

TODD ARCHITECTS, INC.

Architects  
Designers  
Planners



Date: 9-03-2016

RICHARD E. TODD, AIA  
NCARB / LEED-AP  
4803 Dalhousie Place  
MARIETTA, GEORGIA 30068

770/587-5592 Bus-770/862-2787 Cell  
www.adamtoddassociates.com  
www.toddarchitects.net

Proposed  
ROSWELL MILL  
PARK  
MACHINE SHOP  
HVAC  
ADDITION  
(MAIN LEVEL)  
95 Mill Street  
Roswell, Georgia  
30075  
for:  
City of Roswell  
Parks & Recreation  
Department

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specifically authorized is prohibited.

Print Record

8-25-16 ISSUE FOR BID/PERMIT/CONSTRUCTION

9-20-16 REVISED FOR NEW MEP ENGINEER

Revisions

Date: 8-25-2016 Job No.: 2016-30

Sheet Title  
COVER SHEET

Sheet No.

A-0.000

Of

Released for Construction  
 Not Released for Construction

July 15, 2016

Mr. Richard Todd, AIA  
Richard Todd Architects  
4803 Dalhousie Place  
Marietta, GA 30068

Subject: HPC 201603486, 95 Mill Street

Dear Mr. Todd,

Your minor application for the lighting plan at 95 Mill Street was denied, as submitted on July 14, 2016.

The Historic Preservation Commission Chairman and the staff determined that the proposal is inconsistent with the applicable set of design guidelines and incongruent with the character of the Historic District.

If you are dissatisfied with this decision, you may file an appeal as an application for a Major Certificate of Appropriateness with the Historic Preservation Commission. The next submittal date is August 3, 2016 for the September 14, 2016 meeting of the Historic Preservation Commission.

If you have any questions, please contact me at (770) 594-6413.

Thank you,

Julie Martin  
Planner II  
cc: roddj@adamstoddassociates.com

CITY OF ROSWELL 38 HILL STREET ROSWELL, GEORGIA 30075 TELEPHONE 770-641-3727 WWW.CITYOFROSWELL.GA

City of Roswell, Georgia  
Bldg. Permit Review  
Recommendations:

EXISTING CERTIFICATE OF OCCUPANCY  
CERTIFICATE NUMBER: 12198 (ISSUED 11/16/2015)

OWNER CONTACT:  
JEFF PRUITT, APRP  
Deputy Director  
City of Roswell, Georgia  
770-641-3705

### CODES

THE FOLLOWING CODES ARE CURRENTLY IN EFFECT:

|   |  |
|---|--|
| INTERNATIONAL BUILDING CODE (IBC):                      | 2012 EDITION WITH GEORGIA AMENDMENTS   |
| NATIONAL ELECTRICAL CODE (NEC):                         | 2014 EDITION WITH 2009 GEORGIA AMENDMENTS  |
| INTERNATIONAL FUEL GAS CODE (IFGC):                     | 2012 EDITION WITH 2010 GEORGIA AMENDMENTS  |
| INTERNATIONAL MECHANICAL CODE (IMC):                    | 2012 EDITION WITH 2010 GEORGIA AMENDMENTS  |
| INTERNATIONAL PLUMBING CODE (IPC):                      | 2012 EDITION WITH 2010 GEORGIA AMENDMENTS  |
| INTERNATIONAL ENERGY CONSERVATION CODE (IECC):          | 2009 EDITION WITH GEORGIA AMENDMENTS, ASHRAE/IESNA STANDARD 90.1-2004, WITH GEORGIA AMENDMENTS |
| STANDARD FIRE PREVENTION CODE (IFC)                     | 2012 EDITION WITH 2010 GEORGIA AMENDMENTS  |
| NFPA 101 LIFE SAFETY CODE (NFPA 101)                    | 2012 EDITION   |
| CITY SPRINKLER CODE                                     | ORDINANCE No. 220, LATEST EDITION  |
| GEORGIA ACCESSIBILITY CODE                              | 2010 GSFC RULES & REGS. 120-3-20 - LATEST EDITION  |
| TITLE 25 OCGA, TITLE 30 OCGA GEORGIA ACCESSIBILITY CODE |  |
| GEORGIA EROSION AND SEDIMENTATION ACT OF 1975           | 3RD EDITION 1992   |
| GEORGIA EXISTING BUILDING CODE                          | 2006 IBC EXISTING BUILDING CODE W/ GEORGIA AMENDMENTS  |

NOTE: IF OWNER OPTIONS TO NOT HAVE DESIGN ADMIN. SERVICES

Based on the Client's decision the Consultant's services shall not include Construction Phase services. The Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by the Consultant, the Client shall not bring any claim against the Consultant and shall indemnify and hold the Consultant harmless from and against all claims, losses, damages and expenses, including but not limited to defense costs and the time of the Consultant to the extent such claim, loss, damage or expense arises out of or results in whole, or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

### CODE QUALIFICATION TO IBC 2012

- IBC - 2012 - Section 3409 HISTORIC BUILDINGS. Any building structure that is listed in the State or National Register of Historic Places, designated as a historic property under local or state designation law or survey, certified as a contributing resource with a National Register listed or locally designated historic district, or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, are exempt from this appendix.
- Georgia Energy Code - Exception - 101.4.2 of the 2009 IECC, exempts certain Historic Buildings.

### INDEX OF DRAWINGS

| COVER / CODE / INDEX/TEAM /OWNER |   |           |
|----------------------------------|---|-----------|
| A-000                            | Cover Sheet                             | 9/30/2016 |
| <b>ARCHITECTURE</b>              |   |           |
| A-0.001                          | GENERAL NOTES                           | 8/25/2016 |
| A-0.001                          | GENERAL NOTES                           | 8/25/2016 |
| A-1.110                          | PROPOSED BASEMENT AND FIRST FLOOR PLANS | 8/25/2016 |
| A-3.110                          | PROPOSED BUILDING SECTION               | 8/25/2016 |

| <b>MECHANICAL</b> |                                    |           |
|-------------------|------------------------------------|-----------|
| M-1.000           | MECHANICAL GENERAL                 | 8/25/2016 |
| M-1.110           | MECHANICAL PLANS SITE AND BASEMENT | 8/25/2016 |
| M-1.111           | MECHANICAL PLANS 1st and 2nd FLOOR | 8/25/2016 |
| M-2.000           | MECHANICAL DETAILS                 | 8/25/2016 |

| <b>ELECTRICAL</b> |                       |           |
|-------------------|-----------------------|-----------|
| E-1.000           | ELECTRICAL GENERAL    | 8/25/2016 |
| E-1.110           | ELECTRICAL POWER PLAN | 8/25/2016 |



### DESIGN TEAM

#### OWNER:

CITY OF ROSWELL  
Recreation & Parks Department  
38 Hill Street, Suite 100  
Roswell, GA 30075  
Telephone: 770/641-3705  
Fax: 770-641-3841

#### PROJECT ARCHITECT:

TODD ARCHITECTS, INC.  
4803 Dalhousie Place  
Marietta, GA 30068  
Telephone: 770/587-5592  
Fax: 636/707-4232  
Richard E. Todd, AIA, President, Principal  
Georgia License No. RA 005301

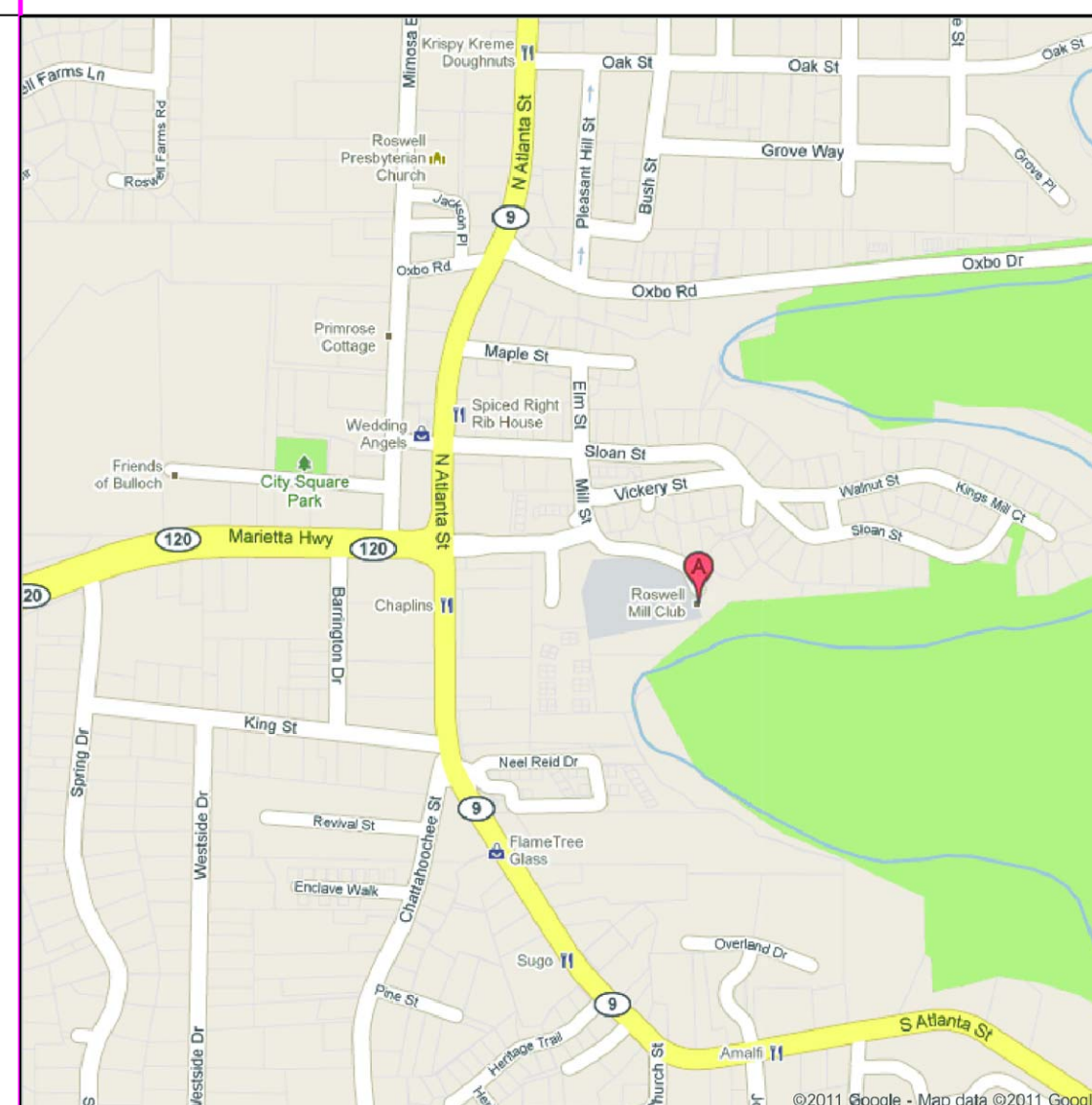
#### Landscape Design:

Beth Todd  
Telephone: 770/587-5592  
Fax: 636/707-4232

#### PROJECT ENGINEERS:

Mechanical Engineer Yet To Be Determined  
telephone:  
Fax:

### VICINITY MAP



### Code Information

See Sheet A 000 Zoning Information

### PROJECT INFORMATION

|                          |                         |
|--------------------------|-------------------------|
| OCCUPANCY CLASSIFICATION | EVENT FACILITY          |
| TYPE OF CONSTRUCTION     | TYPE VB (EXISTING)      |
| TOTAL NO. OF STORIES     | 3 LEVELS (EXISTING)     |
| BUILDING HEIGHT          | 20'-0" +/- (EXISTING)   |
| OVERALL BUILDING AREA    | 4,500 +/- SF (EXISTING) |
| CALCULATED OCCUPANCY     | 171                     |
| NUMBER OF EXITS PROVIDED | 2                       |
| EGRESS WIDTH PROVIDED    | 96 INCHES               |

### CODE RELATED NOTES



ARCHITECTURAL ABBREVIATIONS

Table of architectural abbreviations with columns A through Z, listing terms like ANCHOR BOLT, ACCESS FLOOR, ACoustic CEILING TILE, etc.

GENERAL NOTES

- 1. THE DRAWINGS ARE BID DOCUMENTS WHICH INDICATE THE GENERAL EXTENT OF WORK...
2. THE DIMENSIONS OF PARTICULAR ITEMS OF WORK IN ONE PORTION OF THE CONTRACT DOCUMENTS SHALL NOT BE CONSTRUED TO EXCLUDE OTHER ITEMS...
3. THE CONTRACTOR SHALL VERIFY THE COORDINATION OF ALL PARTS OF THE WORK SO THAT NO WORK SHALL BE LEFT IN AN UNFINISHED OR INCOMPLETE CONDITION...

FINISH NOTES

- 1. PAINT MECHANICAL AND ELECTRICAL ITEMS LOCATED IN BASEPANT BLACK. CONFIRM COLOR WITH ARCHITECT.
2. NA
3. NA
4. PROVIDE CONTINUOUS BEAD OF SEALANT AT ALL WOOD AND METAL TRIM AS NECESSARY TO PREVENT ANY GAPS BETWEEN TRIM AND SURFACE...

SPECIFICATIONS

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

- 1. This Section specifies administrative and procedural requirements for handling and processing change orders.
2. ARCHITECT WILL ISSUE SUPPLEMENTAL INSTRUCTIONS AUTHORIZING "Minor Changes in the Work" NOT INVOLVING ADJUSTMENT TO THE CONTRACT SUM OR THE CONTRACT TIME...
3. PROPOSAL REQUESTS
4. OWNER-INITIATED PROPOSAL REQUESTS: ARCHITECT WILL ISSUE A DETAILED DESCRIPTION OF PROPOSED CHANGES TO THE CONTRACT SUM THAT MAY REQUIRE ADJUSTMENT TO THE CONTRACT SUM OR THE CONTRACT TIME...

CONSTRUCTION NOTES

- 1. THIS DOCUMENT IS PROVIDED FOR BASIC CONSTRUCTION PURPOSES ONLY. THE ARCHITECT DOES NOT WARRANT ANY MATERIAL, EQUIPMENT, HARDWARE, ETC. WHETHER SPECIFICALLY CALLED OUT OR NOT.
2. ALL GENERAL NOTES APPLY TO THE SCOPE OF THIS TOTAL PROJECT, REGARDLESS OF WHETHER OR NOT THEY ARE KEYS ON EVERY SHEET TO A SPECIFIC DETAIL.
3. THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION MEETS OR EXCEEDS APPLICABLE CODES AND STANDARD PRACTICES...

- 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
2. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
3. The Construction Change Directive shall be prepared and supported data necessary to substantiate cost and time adjustments to the Contract.

SECTION 01290 - PAYMENT PROCEDURES

- 1. SUMMARY
2. This Section specifies administrative and procedural requirements for payment of the Contract Sum.
3. COORDINATION: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
4. CORRELATION: Correlate items in the Schedule of Values with other contract administrative forms and schedules, including Application for Payment forms with Contractor's Construction Schedule...

SECTION 01400 - QUALITY REQUIREMENTS

- 1. GENERAL
2. This Section includes administrative and procedural requirements for quality assurance and quality control.
3. TESTING AND INSPECTION: Testing and inspection services are required to verify compliance with requirements specified in the Contract Documents.
4. QUALITY-CONTROL SERVICES: Tests, inspections, procedures, and related actions do not limit Contractor's other quality-assurance and control procedures that comply with the Contract Documents...

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Proposed ROSWELL MILL PARK MACHINE SHOP HVAC ADDITION (MAIN LEVEL) 95 Mill Street Roswell, Georgia 30075 for City of Roswell Recreation & Parks Department

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Print Record 8-25-16 Issue for Bid/Permit/Construction

Revisions

Date 8-25-2016 Job No. 2016-30

Sheet Title

GENERAL NOTES

Sheet No.

A-0.001

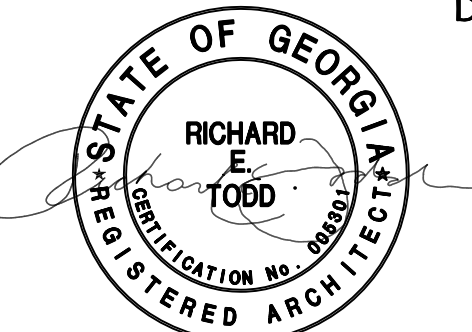
Of

Released for Construction Not Released for Construction

SPEC. NOTES

1. WHEN THE GENERAL CONTRACTOR HAS A QUESTION REGARDING THE BASIS UPON WHICH SUPPLEMENTAL NOTES TO CONSTRUCTION DRAWINGS, THE ARCHITECT SHALL BE CONTACTED BY THE GENERAL CONTRACTOR.





Date: 8-25-2016

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Proposed  
**ROSWELL MILL PARK MACHINE SHOP HVAC ADDITION (MAIN LEVEL)**  
95 Mill Street  
Roswell, Georgia 30075  
for:  
**City of Roswell Recreation & Parks Department**

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Print Record  
8-25-16 Issue for Bid/Permit/Construction

Revisions

Date: 8-25-2016 Job No.: 2016-30

Sheet Title  
**GENERAL NOTES**

Sheet No.  
**A-0.002**

Of

Released for Construction  
Not Released for Construction

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

5. Make final chopper of permanent loads and deliver keys to patching fire-rated construction.

6. Complete start-up testing of systems.

7. Terminate and remove temporary facilities from Project site, along with masonry, construction tools, and similar elements.

8. Advise Owner of changeover in heat and other utilities.

9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

10. Complete final cleaning requirements, including touch-up painting.

11. Touch up and otherwise repair and restore masonry exposed finishes to eliminate visual defects.

12. Inpection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of unfulfilled requirements. Architect will also prepare a list of items to be completed or corrected before certificate will be issued.

13. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. All results of completed inspection will form the basis of requirements for Final Completion.

17. SPECIAL TESTS AND INSPECTIONS  
A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:  
1. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:  
a. Take vertical work plans and make horizontal work plans.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.  
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchors, anchors, and fasteners, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry.

Joints: Make joints of uniform width. Where joint locations in adjacent materials are not indicated, provide joints for the best visual effect. Fit exposed connections together to form hairline joints.

K. Hardware: Use products, cleaners, and installation materials that are not considered hazardous.

36. PROGRESS CLEANING  
A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce regulations strictly.  
1. Comply with requirements in NFPA 241 for removal of combustible waste materials.  
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).

3. Containers hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.  
B. Site: Maintain Project site free of waste materials and debris.  
C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.  
1. Remove liquid spills promptly.  
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.  
D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.  
E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.  
F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.  
G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Heating waste materials clean sewers or into waterways will not be permitted.  
H. Diring handling and installation, clean and protect construction progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.  
I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.  
Adjust and lubricate operate components to ensure operability without damaging effects.  
J. Limiting Exposure: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

37. STARTING AND ADJUSTING  
A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and reset.  
B. Adjust operating components for proper operation without binding.  
C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.  
D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

38. PRETECTION OF INSTALLED CONSTRUCTION  
A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.  
B. Comply with manufacturer's written instructions for temperature and relative humidity.  
C. CORRECTION OF THE WORK  
A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."  
1. Repairing includes replacing defective parts, refinishing damaged surfaces, touch-up with matching materials, and properly adjusting operating equipment.  
B. Restore permanent facilities used during construction to their specified condition.  
C. Remove and replace damaged surfaces that are exposed to view if not repairable without visible evidence of repair.  
D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

5. Remove and replace chipped, scratched, and broken glass or reflective surfaces.  
6. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work.  
7. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.  
8. Ceiling: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.  
9. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.  
10. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, patching, and similar materials.

11. SUPPLY  
A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:  
1. Inspection.  
2. Final clearing.  
3. Final clearing.  
4. Payment Procedures: Procedures for requirements for Applications for Payment for Substantial and Final Completion.  
5. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Project Data.  
6. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.  
7. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.  
8. See Division 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

12. SUBSTANTIAL COMPLETION  
A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following:  
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. Advise Owner of pending inspection changeover requirements.

END OF SECTION 0170  
SECTION 0173 - CUTTING AND PATCHING  
PART 1 - GENERAL

1. SUMMARY  
A. This Section includes procedural requirements for cutting and patching.  
B. See Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.  
C. See Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.

12. SUBMITTALS  
A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 100 (hundred) days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:  
1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.  
2. Changes to In-Place Construction: Describe anticipated results, include changes to structural elements and operating components, and changes in building's appearance and other significant visual elements.  
3. Products: List products to be used and Firms or entities that will perform the Work.  
4. Dates: Indicate when cutting and patching will be performed.  
5. Utility Services and Technical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated or those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

13. QUALITY ASSURANCE  
A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.  
1. Structural Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.  
2. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

14. WARRANTY  
A. Existing Warranties: Remove, replace, patch and repair materials and surfaces cut or damaged during cutting and patching operations, in methods and with materials so as not to void existing warranties.  
B. PATCHING  
1. MATERIALS  
A. General: Comply with requirements specified in other Sections.  
B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place materials, and finish as closely as possible.  
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and installation performance of in-place materials.

31. EXAMINATION  
A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.  
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.  
2. Proceed with installation only after unsatisfactory conditions have been corrected.

32. PREPARATION  
A. Temporary Support: Provide temporary support of work to be cut.  
B. Protection: Protect in-place construction during cutting and patching operations. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.  
C. Sealing: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

33. PERFORMANCE  
A. Employ skilled workers to perform cutting and patching.  
B. MATERIALS  
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.  
2. Proceed with installation only after unsatisfactory conditions have been corrected.

END OF SECTION 0173  
SECTION 0170 - CLOSEOUT PROCEDURES  
PART 1 - GENERAL  
11. SUPPLY  
A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:  
1. Inspection.  
2. Final clearing.  
3. Final clearing.  
4. Payment Procedures: Procedures for requirements for Applications for Payment for Substantial and Final Completion.  
5. See Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Project Data.  
6. See Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.  
7. See Division 1 Section "Demonstration and Training" for requirements for instructing Owner's personnel.  
8. See Division 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.  
C. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

1. SUMMARY  
A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:  
1. Construction layout.  
2. Field engineering and surveying.  
3. General installation of products.  
4. Progress clearing.  
5. Starting and adjusting.  
6. Protection of installed construction.  
7. Correction of the Work.  
B. See Division 1 Section "Closeout Procedures" for submitting final properly survey with Project Record Documents, records, and final clearing.

12. SUBMITTALS  
A. Certifications: Submit certification signed by land surveyor or professional engineer certifying that location and elevation of measurements comply with requirements in Division 1 Section "Landfill Receipts." Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.  
C. Certified Surveys: Submit two copies signed by land surveyor or professional engineer.  
D. Final Property Survey: Submit 10 copies signed by the Work performed and record survey data.

13. QUALITY ASSURANCE  
A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.  
PART 2 - EXECUTION  
1. EXAMINATION  
A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.  
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping and underground electrical services.  
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.  
B. Acceptance of Conditions: Examine substrates, areas, and conditions, with installer or applying contractor, before beginning and after completion of construction. Verify compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.  
1. Verify compatibility with suitability of substrates, including compatibility with existing finishes or primers.  
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of conduits before exposing and future installation.  
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.  
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

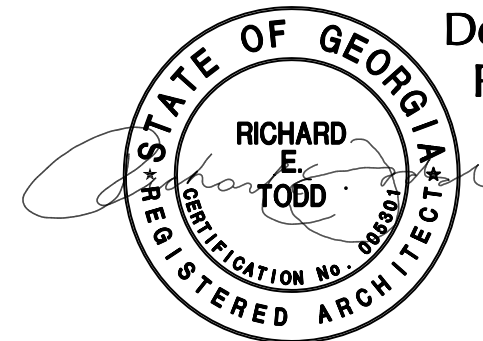
32. PREPARATION  
A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility apparatus located in or affected by construction. Coordinate with authorities having jurisdiction.  
B. Field Measurements: Take field measurements as required to fit the Work properly. Rerack measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.  
C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.  
D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 132A, "Request for Interpretation."

33. FIELD ENGINEERING  
A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work.  
B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.  
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.  
C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, location, grades, and elevations of construction and sitework.  
D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or professional engineer, that principal walls, bands, lines, and levels of Project are accurately positioned as shown on the survey.  
1. Rearing: At Substantial Completion, the final property survey prepared by or with authorities having jurisdiction as the official "property survey."

34. INSTALLATION  
A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.  
B. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.  
1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.  
2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.  
3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.  
4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.  
5. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)  
31. REPAIR AND PROTECTION  
A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.  
1. Provide materials and comply with installation requirements and other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.  
2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching" for cutting and patching operations.  
B. Protect construction exposed by or for quality-control service activities.  
C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.





Date: 8-25-2016

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Proposed  
ROSWELL MILL  
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8-25-2016 RELEASED FOR BID/PERMIT/CONST.

Revisions

Date: 8-25-2016 Job No.: 2016.30

Sheet Title

PROPOSED HVAC SYSTEM  
FOR MAIN LEVEL

Sheet No.

A-1.110

Of

■ Released for Construction  
□ Not Released for Construction

KEY NOTES

- A EXISTING HORIZONTAL TAG WALL
- B EXISTING GRAVEL
- C NA
- D FLOOR DECKING
- E EXISTING 2x12" JOIST, PRESSURE TREATED.
- F EXISTING SUBGRADE DRAINAGE PIPE
- G EXISTING WOODEN STEPS ( NOT ACCESSIBLE BY PUBLIC).
- H SAND FLOORS LEVEL. INFILL SPACES PER DETAIL. A-5.110 REUSE SAWDUST
- J EXISTING STONE PIERS BELOW FLOOR

SHEET NOTES

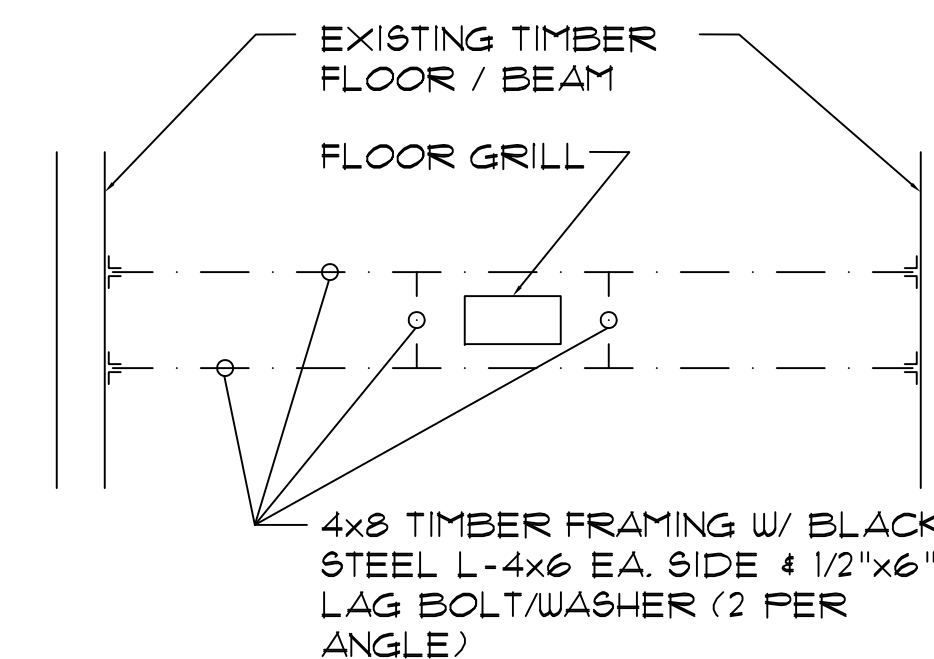
- ① FLOOR SUPPLY VENTS / REFER TO MECHANICAL PLANS
- ② APPROXIMATE LINE OF BEDROCK
- ③ EXISTING SCREW JACK
- ④ EXISTING FOUNDATION DRAIN PASSES THROUGH EXISTING OPENING IN WALL.
- ⑤ NA
- ⑥ SUPPLY AIR FLOOR LOUVERS REFER TO MECHPLAN FOR FLOOR VENT /LOUVER SIZE (6x14 +/-)
- ⑦ RETURN AIR LOUVERS (2 SYSTEMS)
- ⑧ WALL MOUNTED TABLE

GENERAL NOTE:

REFER TO MECHANICAL PLAN FOR HVAC DUCT LOCATIONS

LEGEND

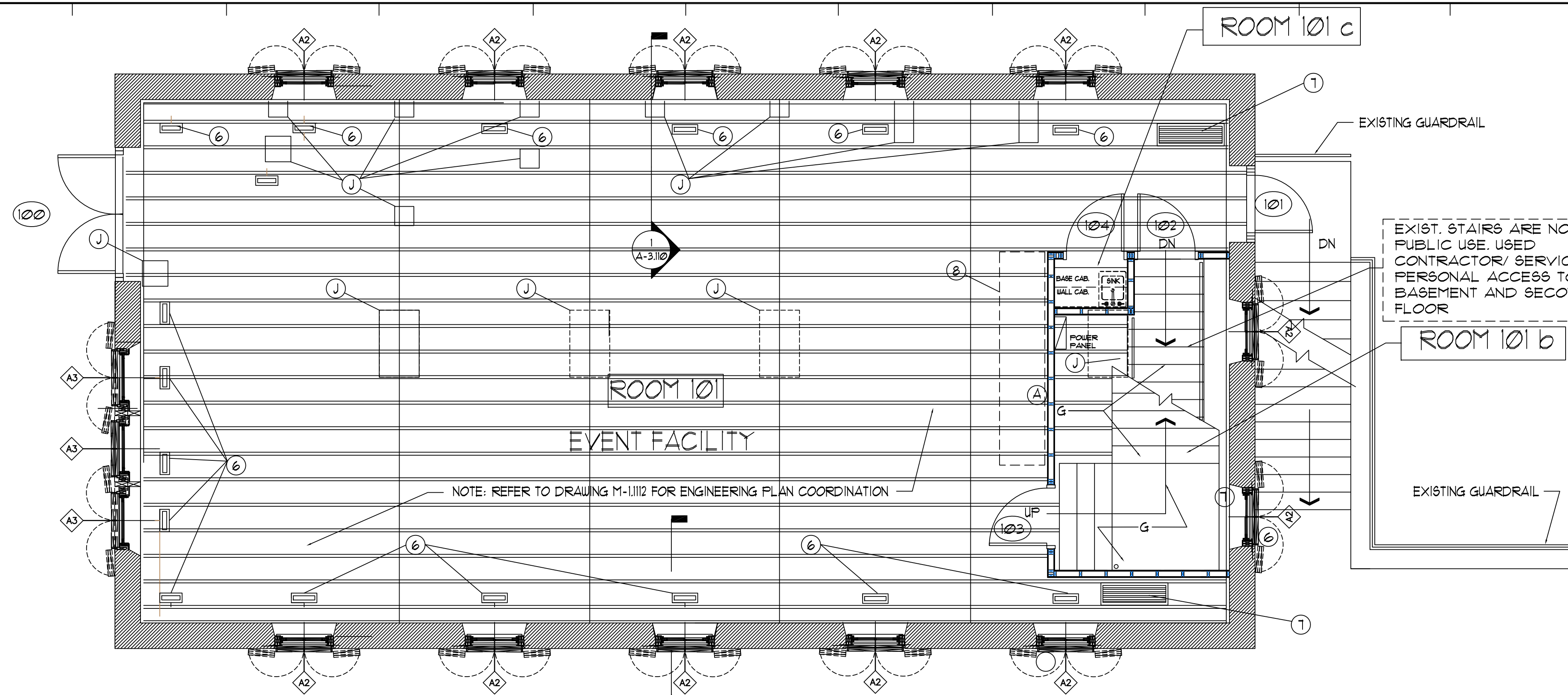
- EXISTING GRAVEL
- STRUCTURAL BEAM, EXISTING.
- SUBGRADE DRAIN PIPE
- STONE PIERS BELOW TIMBER FRAMING AND WOOD FLOOR
- SOLID ROCK SLOPING DOWN FROM NORTH TO SOUTH



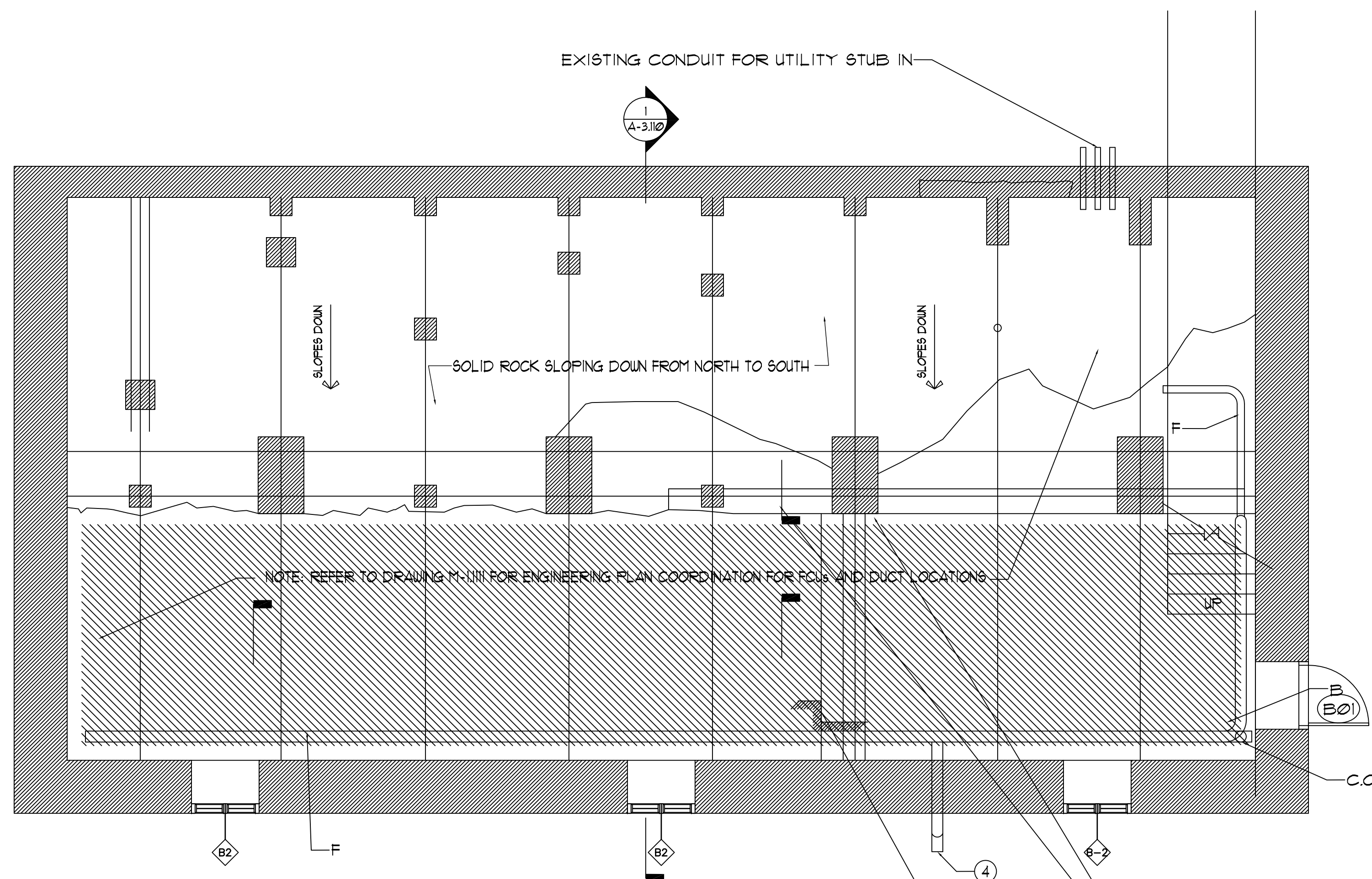
TYPICAL FRAMING @ EA.  
SUPPLY/RETURN AIR FLOOR GRILL

N.T.S.

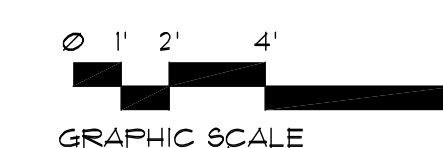
NOTE: REFER TO MECHANICAL DRAWINGS M-1.110 & M-1.111 FOR HVAC DUCT LOCATIONS & REGISTER (SUPPLY/RETURN) LOCATIONS. CONTRACTOR TO SUBMIT SHOP DRAWINGS AND EQUIP. CUT SHEETS FOR APPROVAL.



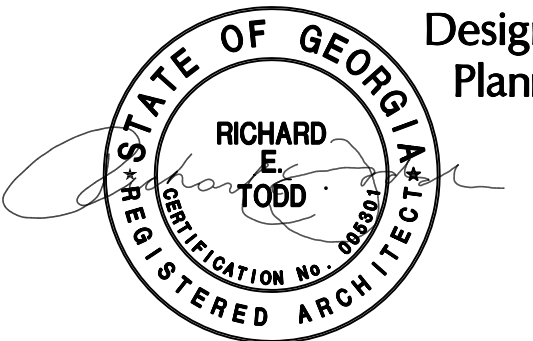
FIRST FLOOR PLAN  
SCALE: 1/4"=1'-0"



BASEMENT PLAN  
SCALE: 1/4"=1'-0"







Date: 8-25-2016

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Proposed  
ROSWELL MILL  
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for:  
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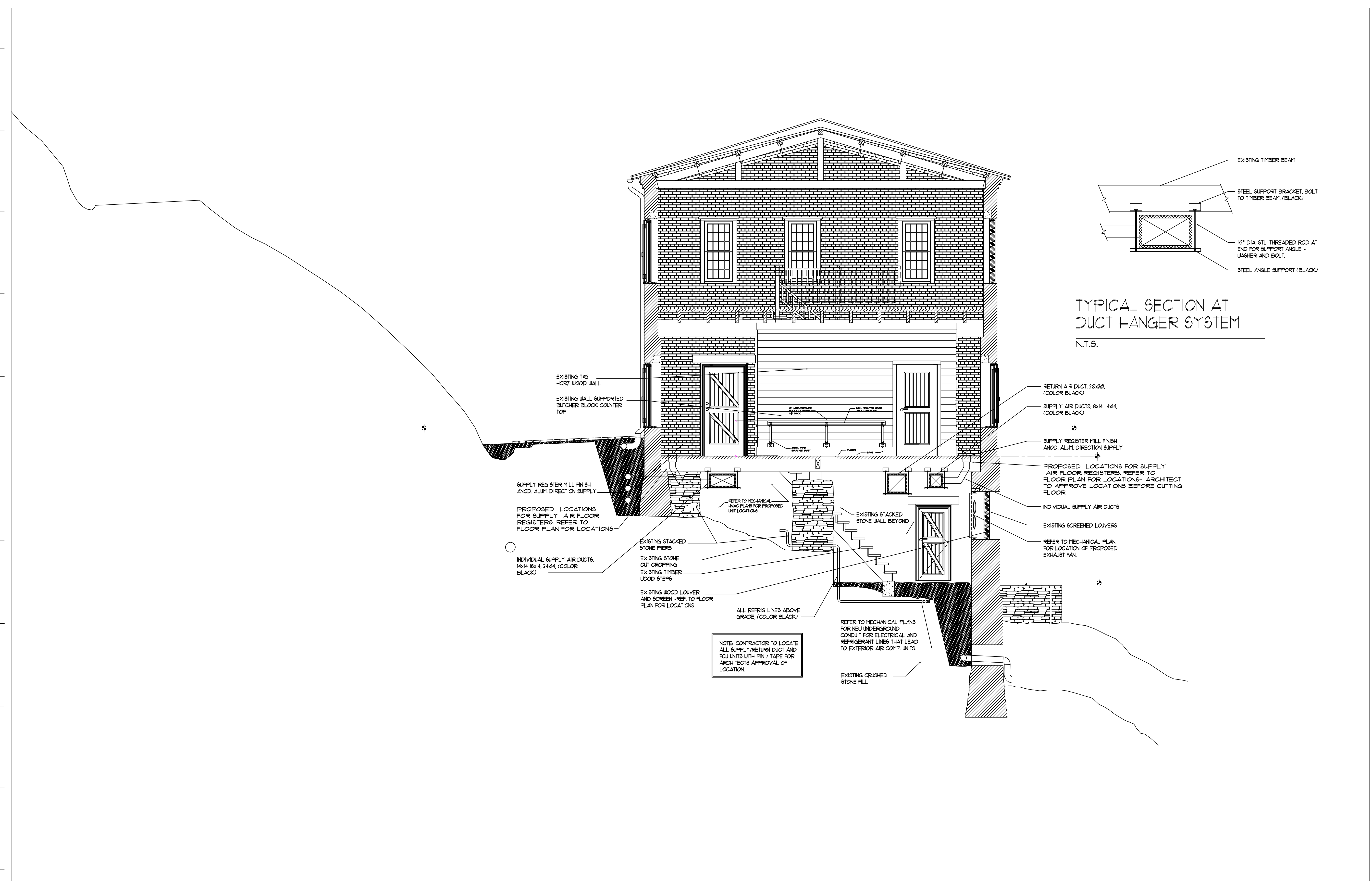
BUILD SECTION  
HVAC-DUCT /REGI. ROUTING

Sheet No.

A-3.110

Of

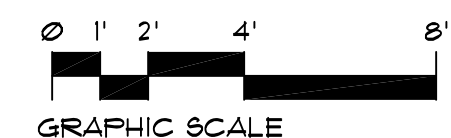
■ Released for Construction  
□ Not Released for Construction



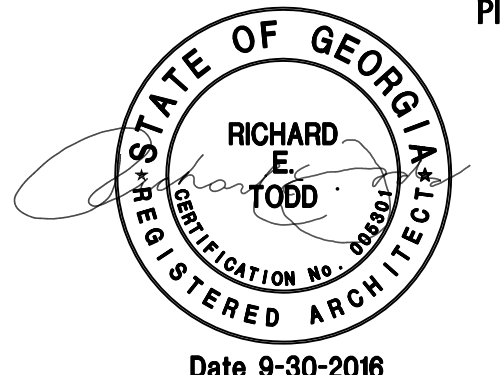
TYPICAL SECTION AT  
DUCT HANGER SYSTEM

N.T.S.

PROPOSED BUILDING SECTION  
1/2" = 1'-0"







Date 9-30-2016

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Proposed  
ROSWELL MILL  
PARK  
MACHINE SHOP  
HVAC  
ADDITION  
(MAIN LEVEL)  
95 Mill Street  
Roswell, Georgia  
30075  
for:  
City of Roswell  
Recreation & Parks  
Department

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Print Record  
1-1-2016 ISSUE FOR HFC REVIEW  
8-25-2016 ISSUE FOR BID/PERMIT/CONSTRUCTION  
9-30-2016 RELOCATE AC COMPRESSOR/SCREEN

Revisions

Date 07-15-2016 Job No. 2016.30

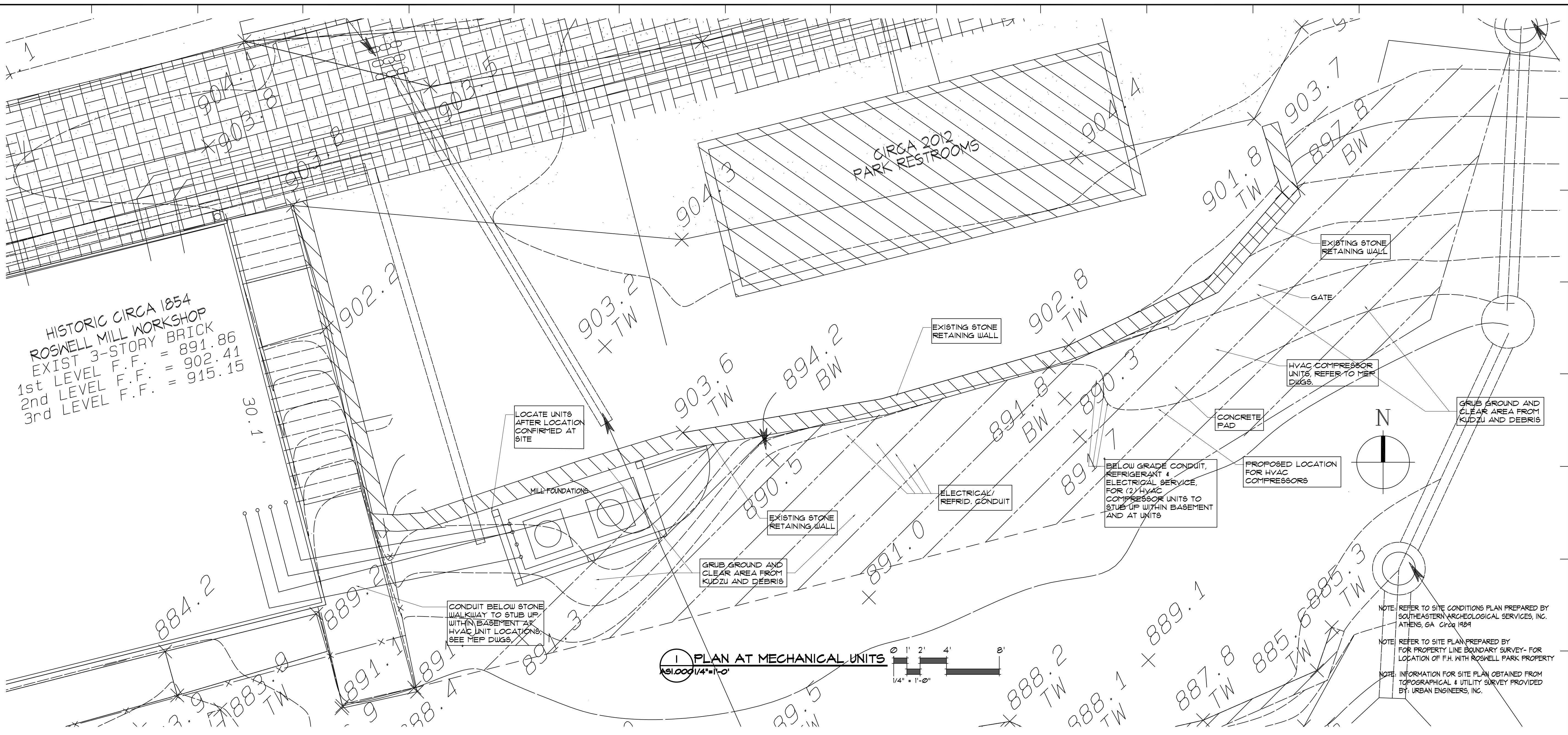
Sheet Title  
AIR COMPRESSOR LOCATION

Sheet No.

AS-1.000

Of

Released for Construction  
 Not Released for Construction

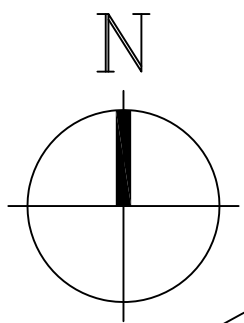
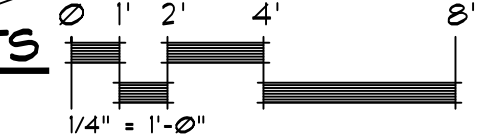


HISTORIC CIRCA 1854  
ROSWELL MILL WORKSHOP  
EXIST 3-STORY BRICK  
1st LEVEL F.F. = 891.86  
2nd LEVEL F.F. = 902.41  
3rd LEVEL F.F. = 915.15

LOCATE UNITS  
AFTER LOCATION  
CONFIRMED AT  
SITE

CONDUIT BELOW STONE  
WALKWAY TO STUB UP  
WITHIN EXHIBENT F.A.  
HVAC UNIT LOCATIONS.  
SEE MEP DIAGS.

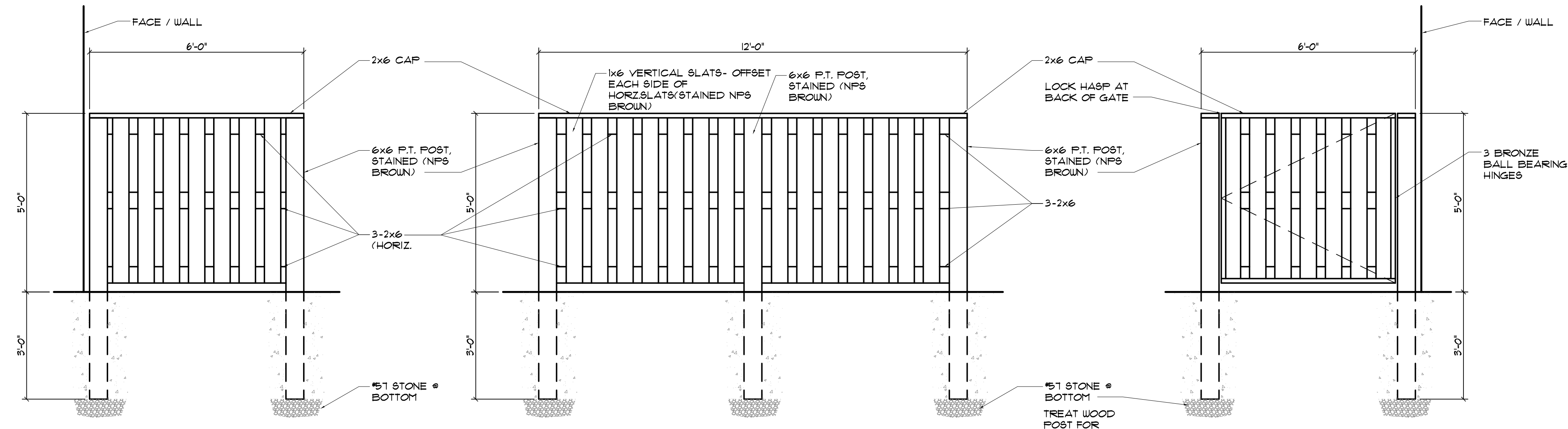
1 PLAN AT MECHANICAL UNITS  
AS1.000/1/4"=1'-0"



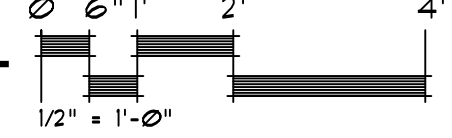
NOTE: REFER TO SITE CONDITIONS PLAN PREPARED BY  
SOUTHEASTERN ARCHEOLOGICAL SERVICES, INC.  
ATHENS, GA Circa 1984  
NOTE: REFER TO SITE PLAN PREPARED BY  
FOR PROPERTY LINE BOUNDARY SURVEY- FOR  
LOCATION OF F.H. WITH ROSWELL PARK PROPERTY  
NOTE: INFORMATION FOR SITE PLAN OBTAINED FROM  
TOPOGRAPHICAL & UTILITY SURVEY PROVIDED  
BY URBAN ENGINEERS, INC.



LOCATION MAP



1 MECHANICAL SCREEN ELEVATIONS  
AS1.000/1/4"=1'-0"



NOTES:  
1. ALL WOOD TO BE P.T., STAINED (NFS BROWN)