

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

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

Contents

CONTENTS	2
BID LETTER AND CERTIFICATION	4
OFFEROR'S ITB CHECKLIST	5
SCHEDULE OF EVENTS	6
PROJECT OVERVIEW	7
SECTION 1: ITB INSTRUCTIONS	8
1.1 SINGLE POINT OF CONTACT	8
1.2 REQUIRED REVIEW	8
1.2.1Review ITB	8
1.2.2Addenda	8
1.2.3Form of Questions:	8
1.2.4The City of Roswell's Answers	8
1.3 Pre-bid Conference	9
1.4 Submitting a Sealed Bid	9
1.4.1Organization of Bid:	9
1.4.2Failure to Comply with Instructions:	9
1.4.3Multiple Bids:	10
1.4.4Copies Required and Deadline for Receipt of Sealed Bids:	10
1.4.5Late Submissions, Withdrawals, and Corrections	10
1.5 OFFEROR'S CERTIFICATION	10
1.5.1Understanding of Specifications and Requirements:	10
1.5.2Offeror's Signature:	10
1.5.30ffer in Effect for 180 Days:	11
1.6 COST OF PREPARING A BID	11
1.6.1Roswell Not Responsible for Preparation Costs:	11
1.6.2ALL TIMELY SUBMITTED MATERIALS BECOME ROSWELL'S PROPERTY:	11
SECTION 2: ITB RECEIPT AND EVALUATION PROCESS	12
2.1. Authority	12
2.2. RECEIPT OF BIDS AND PUBLIC INSPECTION	12
2.2.1Public Information:	12
2.2.2Buyer's Review of Bids:	12
2.3. CLASSIFICATION AND EVALUATION OF BIDS	13
2.3.1Initial Classification of Bids as Responsive or Nonresponsive:	13
2.3.2Determination of Responsibility:	13
2.3.3EVALUATION OF BIDS:	13
2.3.4Completeness of Bids:	13
2.3.5Opportunity for Discussion/Negotiation:	13
2.4. CONTRACT AWARD:	13
SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS	15
3.1 CITY'S INTENT	15

3.2 REQUIRED INFORMATION: EQUIPMENT SPECIFICATION	15
3.2.2 DELIVERABLES	15
3.2.3 PERMITTING	15
SECTION 4: OFFEROR QUALIFICATIONS	16
4.1 CITY'S RIGHT TO INVESTIGATE	16
4.2 OFFEROR INFORMATIONAL REQUIREMENTS	16
4.2.1GEORGIA CONTRACTORS LICENSE PREQUALIFICATION:	16
4.2.2References:	16
SECTION 5: COST SUBMISSION	17
SECTION 6: TERMS AND CONDITIONS	18
6.1 Additional Contract Provisions and Terms	18
6.2 PERFORMANCE PRIOR TO CONTRACT EXECUTION	18
6.3 CONTRACT TERM	18
6.4 CONTRACT TERMINATION	18
6.5 Subcontractors	18
6.6 Bonding Requirements	19
6.7 GENERAL INSURANCE REQUIREMENTS	19
6.8 COMPLIANCE WITH WORKERS' COMPENSATION ACT	20
6.9 COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT	20
E-Verify Program:	20
6.10Compliance with Laws	21
6.11Drug-Free Workplace	21
6.11.1Certification:	21
6.11.2Penalties:	22
6.12Substitutions and Change Orders	
6.13 Invoicing and Payment	22
6.14Taxes	23
6.15Deliveries	23
APPENDIX A – STANDARD FORMS	24
EXHIBIT A - COST BID FORM	25
BID BOND	27
CITY OF ROSWELL GEORGIA	27
REFERENCES	29
LIST OF SUBCONTRACTORS	32
CORPORATE CERTIFICATE	33
AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRA	M 34
ADDENDIY R — CONTRACT	25

(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:

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

1.	 Read the <u>entire</u> 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 <i>Schedule of Events</i> 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
J.	 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
10	members and will be used to score your proposal.
10.	 Submit your proposal on time. Note all the dates and times listed in the <i>Schedule of Events</i> and within the document, and be sure to submit all
	required items on time. Late proposal responses will not be accepted.
	required items on time, tate 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

EVENT	DATE
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 GA.)	local, Eastern Time for our City, Roswell,

PROJECT OVERVIEW

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.

1.1 Single Point of Contact

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

Roswell, GA 30075

Telephone Number: 770-641-3718

E-mail Address: purchasing@roswellgov.com

1.2 Required Review

- 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.

There will be a pre-bid conference for this project on <u>Tuesday, February 28, 2017 at 10:00 AM.</u> 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

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

- 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

- 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.

2.1. Authority

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

2.2. Receipt of Bids and Public Inspection

- 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.

- 2.3.1 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.

3.1 City's Intent

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

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) M4860Cl 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.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 City's Right to Investigate

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)

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

SECTION 6: TERMS AND CONDITIONS

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

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
 Bodily Injury by Disease
 Bodily Injury by Disease
 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:
 - 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;
 - 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

No sales tax will be charged on any orders.

6.15 Deliveries

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

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 <u>City of Roswell Vendor Manual</u> 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@roswellgo	<u>vv.com</u>
Bidder has carefully exami		ents entitled:
Roswell Old Mill Park HVA Bid Due Date: March	•	
Bid Number: ITB NU		
Acknowledges receipt of t		umbers and dates if any:
-		•
and has evamined the pro	mises and conditions of	fecting the Work, the undersigned proposes to
		by them for the Base Bid Work, in accordance
with said documents, for t		by them for the base bla work, in accordance
•		
		DOLLARS (Words)
\$) (Numbers)
Bidder further declares tha	t the full name and busi	ness address of Bidder's Principal is as follows:
Signed sealed and dated t	his d	ay of
igned, sealed, and dated t		
	Bidder	(Seal)
		Company Name
Bidder	Mailing Address: _	
	By:	
	Ву:	
	Ву:	
	By: Title:	

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 b State of Georgia, hereinafter called Surety, are held and firmly bound unto	ousiness in the
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	
WHEREAS, the Principal is about to submit, or has submitted, to the City of Roswell, Georg for furnishing materials, labor, and equipment for:	डुांa, a proposal

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	d 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

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.

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 # 1

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

	1	
SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK

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

CORPORATE CERTIFICATE

l,		, certify that I am the Secretary	of the Corporation
named as Contra	actor on the foregoing bi	d; that	
who signed said	bid in behalf of the Cont	ractor, was then (title)	of
said Corporation	; that said bid was duly s	igned for and on behalf of said Cor	poration by authority
of its Board of Di	rectors, and is within the	e scope of its corporate powers; tha	at said
Corporation is or	rganized under the laws (of the State of	·
This	day of	, 20	
		(Seal)	
(Signature)			

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

Appendix B - Sample Contract

CONTRACT AGREEMENT

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d betwee
Roswell ("City")
ies".
n I

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

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. <u>Insurance</u>

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)
(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:
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)	В	Y:
(Witness to Principal)		(Address)
(Address)		
		(Surety)
ATTEST	В	Y:(Attorney-in-Fact) and Resident Agent
(Attorney-in-Fact)		
		(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
<u>The City of Roswell Georgia</u> (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 o
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 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.

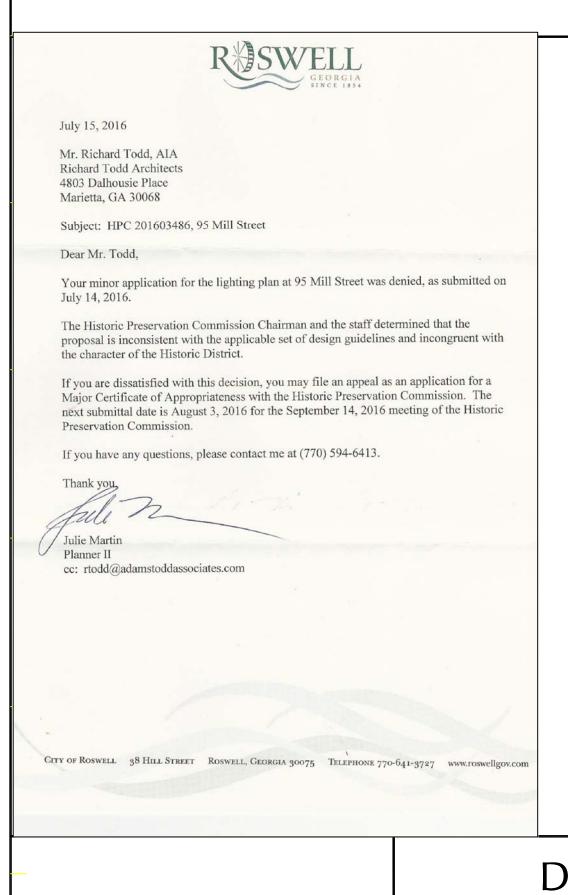
PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. eq. and SS 36-86-101, et. seg., and is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

Signed, sealed, and dated this20	day of	A.D.,
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



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

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

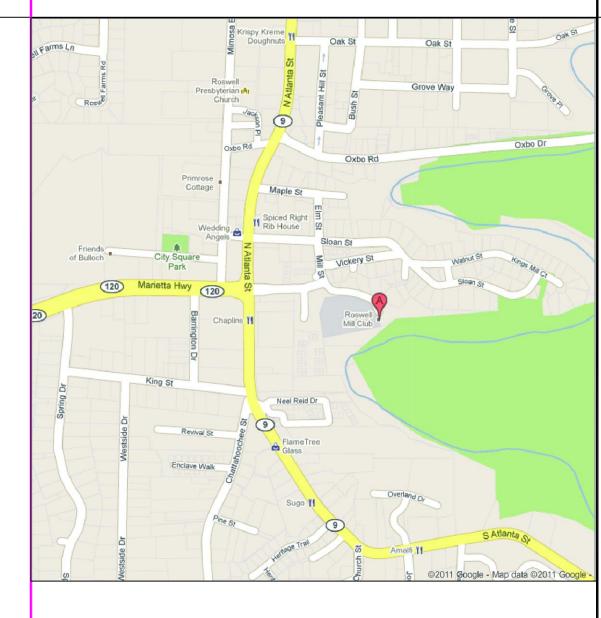
PROJECT ARCHITECT:

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

PROJECT ENGINEERS:

Mechanical Engineer Yet To Be Determined

VICINITY MAP



Code Information See Sheet A 000 Zoning Information

PROJECT INFORMATION

OCCUPANCY CLASSIFICATION TYPE VB (EXISTING) TYPE OF CONSTRUCTION TOTAL NO. OF STORIES 3 LEVELS (EXISTING) 20'-0" +/- (EXISTING) BUILDING HEIGHT OVERALL BUILDING AREA 4,500 +/- SF (EXISTING) CALCULATED OCCUPANCY

NUMBER OF EXITS PROVIDED **EGRESS WIDTH PROVIDED** 96 INCHES

CODE RELATED NOTES

CODES

THE FOLLOWING CODES ARE CURRENTLY IN EFFECT:

INTERNATIONAL BUILDING CODE (IBC): NATIONAL ELECTRICAL CODE (NEC): INTERNATIONAL FUEL GAS CODE (IFGC): INTERNATIONAL MECHANICAL CODE (IMC):

INTERNATIONAL PLUMBING CODE (IPC): INTERNATIONAL ENERGY CONSERVATION CODE (IECC):

STANDARD FIRE PREVENTION CODE (IFC) NFPA 101 LIFE SAFETY CODE (NFPA 101) CITY SPRINKLER CODE

GEORGIA ACCESSIBILITY CODE TITLE 25 OCGA, TITLE 30 OCGA GEORGIA ACCESSIBILITY CODE

GEORGIA EROSION AND SEDIMENTATION ACT OF 1975 GEORGIA EXISTING BUILDING CODE

2012 EDITION WITH GEORGIA AMENDMENTS 2014 EDITION WITH 2009 GEORGIA AMENDMENTS 2012 EDITION WITH 2010 GEORGIA AMENDMENTS

2012 EDITION WITH 2010 GEORGIA AMENDMENTS 2012 EDITION WITH 2010 GEORGIA AMENDMENTS

2012 EDITION WITH 2010 GEORGIA AMENDMENTS 2012 EDITION

ORDINANCE No. 220, LATEST EDITION 2010 GSFC RULES \$ REGS. 120-3-20 - LATEST EDITION

3RD EDITION 1992 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

CODE QUALIFICATION TO IBC 2012

. IBC- 2012- Sectin 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 listes 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.

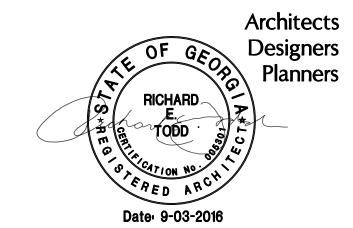
2. Georgia Energy Code- Exception - 101.4.2 of the 2009 IECC, exempts certain Historic Buildings

INDEX OF DRAWINGS

A-000	Cover Sheet	9/30/2
ARCI	HITECTURE	
A-0.001	GENERAL NOTES	8/25/2
A-0.001	GENERAL NOTES	8/25/2
A-1.110	PROPOSED BASEMENT AND FIRST FLOOR PLANS	8/25/2
A-3.110	PROPOSED BUILDING SECTION	8/25/2
MEC	HANICAL MECHANICAL GENERAL	8/25/2
	· · · · · · · · · · · · · · · · · · ·	8/25/2 8/25/2
M-1.000	MECHANICAL GENERAL	8/25/2
M-1.000 M-1.110	MECHANICAL GENERAL MECHANICAL PLANS SITE AND BASEMENT	
M-1.000 M-1.110 M-1.111 M-2.000	MECHANICAL GENERAL MECHANICAL PLANS SITE AND BASEMENT MECHANICAL PLANS 1st and 2nd FLOOR	8/25/2 8/25/2
M-1.000 M-1.110 M-1.111 M-2.000	MECHANICAL GENERAL MECHANICAL PLANS SITE AND BASEMENT MECHANICAL PLANS 1st and 2nd FLOOR MECHANICAL DETAILS	8/25/2 8/25/2



TODD ARCHITECTS, INC.



RICHARD E. TODD, AIA NCARB / LEED-AP 4803 Dalhousie Place **MARIETTA, GEORGIA 30068** 770/587-5592 Bus.-770/862-2787 Cell www.adamstoddassociates.com www.toddarchitects.net

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

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Department

Print F	≀ecord			
8-25-16	SSUE FOR	BID/PE	RMIT/CC	DNSTRUCT
9-20-16	REVISED	FOR NE	W MEP B	ENGINEER
Revisio	ns			

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

Sheet Title **COVER SHEET**

Sheet No.

A-0.000

Released for Construction Not Released for Construction

ARCHITECTURAL ABBREVIATIONS ANCHOR BOLT PARTITION ACCESS FLOOR EQUIP EQUIPMENT ACFL PUSH BUTTON ACOUS **ACOUSTICAL** END SECTION PRECAST CONCRETE ACOUSTICAL CEILING TILE EWC PCD ELECTRIC WATER COOLER PAPER CUP DISPENSE ACT AREA DRAIN PEDESTAL EXHAUST AIR ADDENDUM EXCAVATE/-ED/-ION PLATE ADDL **ADDITIONA** EXH EXHAUST HOOD PROPERTY LINE ADJUST/ABLE EXIST EXISTING PI.AM PLASTIC LAMINATE ADJ ADJACENT EXP **EXPANSION** PLBG PLUMBING ADMINISTRATION ADMIN EXTERIOR PLS PLASTER ABOVE FINISH FLOOR PLYWOOD AIR HANDLING UNIT FIRE ALARM PNL PANEL ALTERNATE FIRE BLANKET PAIR ALUM ALUMINUM FLOOR DRAIN **PRFLIM** PRELIMINARY ANNUNCIATOR FOUNDATION PRES PLASTIC RESIN ACCESS PANEL FIRE DEPARTMENT VALVI PRESS PRESSURE ARCHITECTURAL PRECAST FIRE EXTINGUISHER PRIM PRIMARY CONCRETE FOAM GASKET SEAL PROJECTION APROX APPROXIMATE FIRE HOSE POWER ROOF VENTILATOR FULL HEIGHT PARTITION ARCHITECTURAL ARCH FIRE HOSE VALVE AUT0 AUTOMATIC PTC PAPER TOWEL CABINET ACOUSTICAL WALL TREATMENT PRINTER FIXTURE PVC POLYVINYL CHLORIDE **FLOOR** Вва FLOW LINE BUILDING ACCESSORY FLASH FLASHING BULLETIN BOARD FLEXIBLE BRICK COURSES FLEX FLG **RADIUS** FLANGE **FLUOR** FLUORESCENT BOTTOM FOOTING ELEVATION RISER FIRE PROOFING RETURN AIR BUMPER GUARD RADIATION BITUMINOUS FULL SIZE FS RESILIENT BASE **BRACKET** FLOOR SINK ROOF DRAIN BLDG BUILDING FIRESTOPPING RELOCATE EXISTING FOOT/FEET RECESSED BLOCKING FTG FOOTING REFERENCE BORROWED LIGHT FTR FURR FIN TUBE RADIATION REFR REFRIGERATOR FUT REINF FUTURE REINFORCE/-ED/-ING BY OWNER REMOVE BY OWNER FUTURE REQD REQUIRED GAUGE G GA RETAINING BRICK GALLONS REV **REVERSE** BEARING GALV GALVINIZED REVISE BRICK LEDGE GRAB BAR RESILIENT FLOOR BASEMENT GRADE BEAM ROOF HATCH GENERAL CONTRACTOR ROOM BUR BUILT-UP ROOFING GENERATOR GEN ROUGH OPENING GENERAL GEN ROUGH SLAB GLASS RAIN WATER CONDUCTOR GLASS MASONRY GMU CUP DISPENSER C DISP GRADE CAB CABINET GYB GYPSUM BOARD GYP SHGT GYPSUM SHEATHING CORNER GUARD SCHED SCHEDULE COAT HOOK SHOWER DRAIN CONTROL JOINT SMOKE DAMPER CLOSED CIRCUIT CCTV SDISP SOAP DISPENSER HOSE BIB TELEVISION SECT SECTION HAND DRYER COILING DOOR SECY SECRETARY HDCP HANDICAP COILING GRILLE STORE FRONT HDR HEADER CENTER LINE SQUARE FOOT HARDWARE HDW SHOWER CLASS HOLLOW META SHOWER HEAD CLG CEILING HORIZONTAL CLEAR HIGHPOINT SHEATHING CONSTRUCTION MANAGER HANDRAIL SIMILAR CMU CONCRETE MASONRY UNIT HEIGHT SEALER HTR HEATER SLNT SEALANT CASED OPENING HVAC HEATING, VENTILATING SLV SLEEVE COLUMN COL AIR CONDITIONING SURFACE MOUNTED COMBINATION/-ED HOT WATER SNC SANITARY NAPKIN CABINET CONC HARDWOOD CONCRETE SANITARY NAPKIN DISPOSER CONF CONFERENCE SLAB ON GRADE CONNECT/-ED,/-ION STANDPIPE INTERCOM CONST CONSTRUCTION SPEC SPECIFICATIONS INSIDE DIAMETER CONTINUE/OUS CONT SPR SINGLE PLY ROOF INCH CONTR CONTRACT/OR SQUARE INSULATION COORD COORDINATE SQUARE YARD INTERIOR CORR CORRIDOR SERVICE RECEPTOR ISOLATION CARPET SERVICE SINK CERAMIC TILE STAINLESS STEEL CTR JUNCTION BOX JOIST COUNTERSUNK STONE TILE CABINET UNIT HEATER SOUND TRANSMISSION JOINT 510 STANDARL COLD WATER STL STEEL KNOCK OUT CYLINDER STN STONE STONE LEDGE STNL ANGLE STOR STORAGE DEPTH OR DEEP LAVATORY STRUCT STRUCTURAL DEMOLITION LAVATORY STEEL STRUCTURE DEPR DEPRESSION **SUPERVISOR** DEPARTMENT LINEAR CEILING DIFFUSER LCD SUSP SUSPENDED DETAIL/S LINE FIGURED STEEL WINDOWS DRINKING FOUNTAIN DIAMETER LKR LOCKER SOFTWOOD DIAGONAL LONG LEG HORIZONTAL SYM SYMMETRICAL DIFFUSER LLV LONG LEG VERTICAL DIMENSION LINEAR METAL CEILING DISPENSER LOCATION OR LOCATE DIST TAN TANGENT DISTRIBUTION LOW POINT TACKBOARD TBD DIV D.IT DIVISION LAWN SPRINKLING DUMMY JOINT TIME CLOCK TOWEL CABINET LIGHTING LTG DEMOUNTABLE PARTITION TDISP TISSUE DISPENSER LOUVER DATA PROCESSING TDR TRENCH DRAIN LINEAR WOOD CEILING LWC TELEPHONE TEMPERATURE DOWNSPOUT MIDDLE DUMBWAITER TERRAZZO ' MB MARKER BOARD TONGUE & GROOVE MAN DWLS MANUAL THRESHOLD DOWELS MATL MATERIAL TOILET PAPER HOLDER TPH EXISTING MAXIMUM TREAD FXIST MBD MARKER BOARD EXISTING TRANSF TRANSFORMER MEDICINE CABINET ELECTRIC CABINET TUBE SECTION MODULAR COOLING UNIT FYHALIST FAN MCU TELEVISION EIFS EXTERIOR INSULATION MECH MECHANICAL TYPICAL AND FINISH SYSTEM MEMB MET MEMBRANE EJT EXPANSION JOINT METAL MEZZANINE MEZZ ELEVATION UNDERCUT MANUFACTURER ELEC ELECTRICAL MFR UNDER FLOOR DUCT ELEV MANHOI F ELEVATOR UNDERGROUND MATERIAL HANDLING CONVEYOR MHC **EMERGENCY** UNIT HEATER MIN MINIMUM ENCL **ENCLOSURE** UNFINISHED MIRROR ENTRANCE UNLESS NOTED OTHERWISE ENTR UNO MISC MISCELLANEOUS ELECTRICAL OUTLET UTILITY SHELF MASONRY OPENING EXPLOSION PROOF UTIL UTILITY MONO MONOLITHIC METAL PAN CEILING EQUIP EQUIPMENT MPC / VC VENT VALVE CABINET MPU MULTI-PURPOSE UNIT END SECTION VENTILATION MTD MTR MOUNTED ELECTRIC WATER COOLER VERT VERTICAL MOTOR EXHAUST AIR VEST VESTIBULE MULL MULLION EXCAVATE/-ED/-ION VAPOR RETARDER EXHAUST HOOD NOT APPLICABLE VTR VENT THROUGH ROOF EXIST NOT IN CONTRAC **EXPANSION** WIDTH/WIDE NUMBER EXTERIOR WIDE FLANGE NOM NOMINAL EXISTING MITH NOISE REDUCTION ELECTRIC CABINET WITHOUT W/0 COEFFICIENT EXHAUST FAN WATER CLOSET EXTERIOR INSULATION NOT TO SCALE WALL COVERING NTS AND FINISH SYSTEM EJT EXPANSION JOINT MDM MINDOM ON CENTER ELEVATION WALL GUARD OUTSIDE DIAMETER WALL HYDRANT ELECTRICAL. OFFICE ELEV ELEVATOR WHCH WHEEL CHAIR OVERHEAD EMERG EMERGENC' WHTR WATER HEATER OPERABLE PARTITION ENCL ENCL*O*SURE **WATERPROOF** OPER **OPERATOR** ENTR ENTRANCE WASTE RECEPTACL WEATHERSTRIP OPENING OPPOSITE OPNG OPP LECTRICAL OL WSCT WAINSCOT ORD OVERFLOW ROOF DRAIN

GENERAL NOTES

THE GENERAL CONTRACTOR

THE DRAWINGS ARE 'BID DOCUMENTS' WHICH INDICATE THE GENERAL EXTENT OF WORK. THE DRAWINGS ARE NOT INTENDED TO INDICATE OR DESCRIBE ALL WORK REQUIRED FOR THE FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, ON THE BASIS OF THE GENERAL PERFORMANCE CRITERIA AND GENERAL EXTENT OF WORK INDICATED, DESCRIBED OR REQUIRED, THE CONTRACTOR SHALL ESTABLISH A COST WITH SUBCONTRACTORS TO FURNISH AND INSTALL ALL ITEMS REQUIRED FOR THE PROPER PERFORMANCE, EXECUTION AND

THE ENUMERATION OF PARTICULAR ITEMS OF WORK IN ONE PORTION OF THE CONTRACT DOCUMENTS SHALL NOT BE CONSTRUED TO EXCLUDE OTHER THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL PARTS OF THE WORK SO THAT NO WORK SHALL BE LEFT IN AN UNFINISHED OR

AS TO WHERE THE WORK OF ONE BEGINS OR ENDS IN RELATION TO THE WORK OF THE OTHER ALL WORK SHALL CONFORM TO APPLICABLE INDUSTRY AND MANUFACTURER'S PUBLISHED STANDARDS FOR QUALITY OF MATERIALS AND WORKMANSHIP, AS WELL AS ALL REQUIREMENTS IN THESE DRAWINGS AND SPECIFICATIONS. ANY CONFLICTING REQUIREMENTS OF THE SOURCES LISTED ABOVE SHALL BE BROUGHT TO THE ARCHITECT ATTENTION PRIOR TO PROCEEDING WITH WORK.

INCOMPLETE CONDITION. OWING TO ANY DISAGREEMENT BETWEEN THE VARIOUS SUBCONTRACTORS, OR THE SUBCONTRACTORS AND THE CONTRACTOR

THE CONTRACTOR SHALL PROTECT EXISTING WORK AND OTHER NEW WORK BY OTHER CONTRACTORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING WORK OR WORK BY OTHERS INCURRED WHILE FULFILLING THE OBLIGATIONS OF THIS CONTRACT ALL WORK NOTED 'N.I.C.' IS NOT MEANT TO BE PART OF THE CONSTRUCTION AGREEMENT.

THE CONTRACTOR SHALL PAY FOR AND COORDINATE THE REMOVAL AND LEGAL DISPOSAL OF MATERIALS AND RUBBISH WITH THE COE

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SHALL VERIFY ALL NEW AND EXISTING CONDITIONS, SHOWN ON THESE DRAWINGS, AT THE

SITE. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES, OMISSIONS AND/OR CONFLICTS BEFORE COMMENCEMENT OF WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE ACCEPTANCE OF ALL NEW OR EXISTING CONDITIONS. DO NOT SCALE DRAWINGS; DIMENSIONS GOVERN: LARGE SCALE DETAILS GOVERN OVER SMALL SCALE DETAILS. THE GENERAL CONTRACTOR SHALL

NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES, OMISSIONS AND/OR CONFLICTS BEFORE COMMENCEMENT OF WOR JUNCTURES OF NEW AND EXISTING WORK SHALL BE REPAIRED AND PATCHED TO MATCH ADJACENT PROPOSED SURFACES. EXISTING WALLS REQUIRING MODIFICATION OF ANY KIND SHALL BE REFINISHED TO THE NEAREST OUTSIDE OR INSIDE CORNERS AND FROM FLOOR TO CEILING (U.N.O. UNLESS NOTED OTHERWISE, ALL GYPSUM BOARD SURFACES ARE TO RECEIVE ONE PRIMER COAT AND TWO COATS PAINT SUPPLIED AND APPLIED BY

DIMENSIONS NOTED AS 'HOLD' SHALL NOT VARY BY MORE THAN 1/8" FROM SIDE TO SIDE OR FROM FRONT TO BACK, FINISHED SURFACE TO FINISHED

GLASS ASSEMBLIES AND GLAZING SHALL CONFORM TO ALL APPLICABLE, FEDERAL, STATE CODES AND GOVERNING AUTHORITIES, INCLUDING OSHA AND CRSC GLAZING SAFETY STANDARDS.

WALL AND/OR CEILING ASSEMBLIES THAT ARE IDENTIFIED WITH A FIRE RESISTIVE RATING SHALL BE CONSTRUCTED PER PRODUCT MANUFACTURER'S SPECIFICATIONS AND THE REQUIREMENTS OF ALL APPLICABLE CURRENT CODES AND GOVERNING BODIES.

DIMENSIONS SHOWN ARE TO FINISH FACE OF CMU BLOCK OR STUDS UNLESS SPECIFICALLY NOTED PROVIDE EXPANSION AND CONTROL JOINTS IN ALL WORK AS PER PRODUCT MANUFACTURER'S STANDARDS.

THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATORY AGENCIES.

ALL INTERIOR FINISH MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES, ORDINANCES AND REGULATORY AGENCIES. ALL DISSIMILAR METALS SHALL BE ISOLATED FROM EACH OTHER TO AVOID MOLECULAR BREAKDOWN.

NOTES APPEAR ON VARIOUS SHEETS FOR DIFFERENT SYSTEMS AND MATERIALS. SHEETS ARE TO BE REVIEWED AND NOTES ON ANY ONE SHEET ARE

A FINISH OR FIRE RATING INDICATION ON A WALL SHALL MEAN THE ENTIRE LENGTH AND HEIGHT OF WALL IS TO BE FINISHED OR FIRE-RATED AS

WHEN UNDIMENSIONED PARTITIONS APPEAR IN CONJUNCTION WITH DOOR OPENINGS, THE DOOR WIDTH AND THE DOOR FRAME DETAILS DETERMINE THE LOCATION OF ADJACENT WALLS AND FRAMES DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO THOSE DETAILED. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE

DETERMINED, CONSULT THE ARCHITECT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL COORDINATE ALL FLOOR AND WALL SLEEVES, CONDUIT AND ALL MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION,

PROVIDE ACCESS PANELS AS REQUIRED BY APPLICABLE CODES AND AS REQUIRED FOR MECHANICAL EQUIPMENT AND PLUMBING WORK, ALL ACCESS PANELS SHALL BE CONCEALED AND LOCATIONS SHALL BE REVIEWED WITH THE ARCHITECT PRIOR TO PROCEEDING. ALL PIPE DUCTS AND BUS DUCTS THAT PENETRATE FLOOR SLABS OR WALL PARTITIONS SHALL BE INSTALLED IN A MANNER THAT WILL PRESERVE

THE MOISTURE RESISTIVENESS, FIRE RATING, AND STRUCTURAL INTEGRITY OF THE BUILDING. THE INDICATIONS OF EXISTING CONSTRUCTION ON THESE DRAWINGS ARE DIAGRAMMATIC. EXACT LOCATIONS, SIZES, EXTENT AND CONDITIONS OF EXISTING CONSTRUCTION TO BE REMOVED, RELOCATED OR TO REMAIN SHALL BE VERIFIED AT THE SITE BY THE CONTRACTOR.

DO NOT CUT INTO, REMOVE OR ALTER ANY EXISTING STRUCTURAL MEMBER OR PORTION OF THE FLOOR SYSTEM UNLESS IT IS SPECIFICALLY NOTED OR SHOWN ON THE ARCHITECTURAL OR STRUCTURAL DRAWINGS.

PROVIDE FOR VERTICAL MOVEMENT AT THE HEAD OF ALL GYPSUM DRYWALL CONSTRUCTION AS INDICATED IN THE NOTES AND ON THE DRAWINGS, CUT STUDS TO ALLOW FOR VERTICAL MOVEMENT; DO NOT FASTEN STUDS TO HEAD RUNNER CHANNEL. FASTEN DRYWALL TO

HORIZONTAL CONTROL JOINTS ARE TO OCCUR AT NOT MORE THAN 12'-0" O.C. IN THE VERTICAL DIRECTION, UNLESS NOTED OTHERWISE. ERTICAL CONTROL JOINTS FOR ANY WALL LENGTH ARE TO OCCUR AT NOT MORE THAN 30'-0" O.C. IN THE HORIZONTAL DIRECTION, UNLESS

THE TYPICAL MOVEMENT OF THE STRUCTURE DUE TO DEFLECTION AT THE HEAD OF THE WALL CONSTRUCTION RUNNING TO THE UNDERSIDE OF THE STRUCTURE SHALL BE PLUS OR MINUS 1/2".

SUCH A MANNER TO AVOID ANY HAZARD TO PERSONS AND PROPERTY AS NECCESSARY PER CITY AND LOCAL CODE REQUIREMENTS. CONTRACTOR SHALL COORDINATE THE PHASING OF THE WORK TO BE PERFORMED IN OR ABOUT EXISTING FACILITIES WITH COE/OWNER, PRIOR TO START OF SUCH WORK, PIPE SLEEVE COORDINATION:

PIPE SLEEVES, FRAMED OPENINGS AND ANY MISC OPENINGS SHOWN ON ARCH. DWGS THAT ARE SIZED AND LOCATED SHALL BE INSTALLED AS INDICATED ON THE ARCH. DWGS, AND IN ACCORDANCE WITH THE APPLICABLE DETAILS AS REFERENCED ON THE ARCH. DWGS

PIPE SLEEVES, FRAMED OPENINGS AND ANY MISC. OPENINGS SHOWN ON ANY ARCH, DWGS, THAT ARE NOT SIZED AND/OR LOCATED SHALL BE SIZED AND LOCATED AS INDICATED ON THE APPLICABLE H.V.A.C. MECH., STRUCT. OR ELECT. DWGS. THESE OPENING SHALL BE INSTALLED N ACCORDANCE WITH THE APPLICABLE ARCH. DETAILS AS REFERENCED ON THE DWGS

PIPE SLEEVES, FRAMED OPENINGS AND ANY MISC. OPENINGS NOT SHOWN ON ARCH. DWGS, SHALL BE SIZED AND LOCATED AS INDICATED ON THE APPLICABLE H.V.A.C., MECH., STRUCT. OR ELECT. DWGS. THE ARCH. DETAILS SHALL BE USED AS REFERENCE FOR THE INSTALLATION OF THESE OPENINGS. EQUIPMENT LAYOUTS FOR MECH. AND ELECT. AREAS ARE SHOWN ON MECH. AND ELECT. DWGS. SEE FINISH SCHEDULE FOR FINISH CEILING HEIGHTS.

DIMENSIONS ARE SHOWN IN INCHES UNLESS NOTED OTHERWISE

SEE PLUMBING DWGS FOR DRAIN LOCATIONS

FINISHES: SEE SPECIFICATIONS FOR PAINTING SYSTEMS SCHEDULE

WALLS INDICATED AS PAINTED (IN ROOMS RECEIVING ACOUSTICAL CEILING) ARE TO BE PAINTED APPROXIMATELY (4") ABOVE CEILING. CEILING PANELS AND METAL TRIM TO BE CUT AND FITTED TO PROVIDE A CLEAN AND NEAT CONDITION

CEILING PANEL GRID LAYOUTS SHALL BE COORDINATED WITH CEILING PENETRATIONS SUCH AS COLUMNS TO AVOID CONFLICTS WITH LIGHTING,

LAYOUTS SHOULD BE ADJUSTED TO COMPENSATE FOR ACTUAL FIELD DIMENSIONS AND SUCH CONFLICTS AS MIGHT OCCUR.

PAINTING CONTRACTOR SHALL INVESTIGATE ALL PRIMED SURFACES TO RECEIVE FINISH COATING FOR COMPATIBILITY. WHERE NON-COMPATIBLE PRIMERS EXIST, A BARRIER COAT SHALL BE APPLIED PRIOR TO APPLICATION OF FINISH COAT. UNLESS OTHERWISE

FLOOR TILE \$ SETTING BED SHALL BE SLOPED (1/8"/FT) TO FLOOR DRAINS WITHIN A (3'-0") DIAMETER CIRCLE ABOUT DRAIN CENTER LINE.

THIS DOCUMENT IS PROVIDED FOR BASIC CONSTRUCTION PURPOSES ONLY. THE ARCHITECT DOES NOT WARRANT ANY MATERIAL, EQUIPMENT, HARDWARE, ETC. WHETHER IMPLIED OR EXPLICITLY CALLED OUT ON DRAWINGS.

ALL GENERAL NOTES APPLY TO THE SCOPE OF THIS TOTAL PROJECT, REGARDLESS OF WHETHER OR NOT THEY ARE KEYED ON EVERY SHEET TO A THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION MEETS OR EXCEEDS APPLICABLE CODES AND STANDARD PRACTICES, INCLUDING ALL FEDERAL, STATE AND LOCAL BUILDING AND HANDICAP REQUIREMENTS AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VIOLATION OF THE SAME AND SHALL MAKE ALL WORK ACCEPTABLE TO THE FEDERAL OR PUBLIC DEPARTMENT INVOLVED

COMPLY WITH ALL APPLICABLE HANDICAP CODES WHEN INSTALLING AND FRAMING OPENINGS FOR DOORS.

ALL PERMITS (OCCUPANCY, ELECTRICAL, PLUMBING AND ALL OTHERS) REQUIRED BY STATE AND LOCAL CODES, EXCEPT THOSE ACQUIRED BY SUBCONTRACTORS, ARE TO BE SECURED BY THE GENERAL CONTRACTOR WITH COPIES TO THE BUILDING OWNER WITHOUT EXTRA CHARGE. ALL PERMITS ACQUIRED BY SUBCONTRACTORS SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR FOR RECORD.

EACH TRADE SHALL VERIFY ALL REQUIREMENTS PERTAINING TO WORK PERFORMED IN THE PROJECT AND ANY REQUIRED PERMITS. ALL SUBCONTRACTORS SHALL DIRECT QUESTIONS, CHANGES OR REQUESTS THROUGH THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR SHALL SUBMIT ALL REQUESTS, CHANGES OR QUESTIONS TO THE ARCHITECT IN WRITING.

ANY ARCHITECTURAL WORK REQUIRED TO PROVIDE THE SCOPE OF WORK GRAPHICALLY INDICATED BY THESE DRAWINGS IS A PART OF THE SCOPE OF THE CONSTRUCTION CONTRACT. IN THE EVENT ANY WORK IS INDICATED GRAPHICALLY AND NOT NOTED, THE WORK WILL BE EXPECTED TO BE

THE GENERAL CONTRACTOR SHALL CONFIRM THAT THE LAYOUT OF THE SPACE CAN BE ACCOMPLISHED AS DESIGNED. THE ARCHITECT MUST BE NOTIFIED OF ANY PROBLEMS WITH PROPOSED WALL LOCATIONS AFTER THE CHALKLINES ARE IN PLACE AND BEFORE THE METAL TRACKS ARE FASTENED IN ORDER TO MAKE APPROPRIATE DECISIONS OR ANY NECESSARY ADJUSTMENTS. THE GENERAL CONTRACTOR SHALL MAINTAIN THE RATING OF ALL REQUIRED RATED WALLS AT ALL INTERSECTIONS, CONNECTIONS AND

PENETRATIONS AS REQUIRED BY APPLICABLE CODE. THE GENERAL CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT THE BUILDING OCCUPANTS, MATERIALS AND EXISTING FINISHES

NOISE SECURITY AND DUST BARRIERS BETWEEN CONSTRUCTION AREA AND AREAS WHICH ARE PUBLIC OR OTHERWISE OCCUPIED SHALL BE

CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EXITS, EXIT LIGHTING, FIRE PROTECTION DEVICES AND ALARMS TO CONFORM TO LOCAL BUILDING CODE REQUIREMENTS. REVIEW ALL EXIT SIGNS AND FIRE EXTINGUISHER LOCATIONS WITH LOCAL CODE OFFICIALS PRIOR TO END OF PRIMARY CONSTRUCTION PHASE. COORDINATE ANY VARIATIONS FROM CONSTRUCTION DOCUMENTS WITH ARCHTIECT

SUBMITTALS FOR ARCHTIECT APPROVAL ARE TO INCLUDE SHOP DRAWINGS FOR ALL HVAC, ELECTRICAL, PLUMBING (PIPING), SCREEN MATERIALS

ALL DUCTWORK, UNITS, PIPING TO BE PAINTED BLACK. PVC PIPE FOR ELECTRICAL AND REFRIG. PIPING TO BE BLACK.

THE CONTRACTOR SHALL PROMPTLY REMEDY ANY DAMAGE. AND/OR LOSS TO PROPERTY (ALL MATERIALS AND. EQUIPMENT INCORPORATED INTO TH WORK DESCRIBED HEREIN) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY

PRIOR TO OWNER OCCUPANCY, CONTRACTOR SHALL REMOVE ALL DUST, DEBRIS, OILS, STAINS, GLUES AND FINGERPRINTS FROM EXPOSED SURFACES INCLUDING GLAZÍNG & REFLECTORS OF LIGHT FIXTURES. WINDOWS SHALL BE WASHED. EVERYTHING MUST BE CLEANED AND FILTERS MUST BE CHANGED TO ACHIEVE SUBSTANTIAL COMPLETION, ANY PUNCH LIST WORK AND SURROUNDING SURFACES MUST ALSO BE CLEANED. CONTRACTOR TO VERIFY ALL CLEARANCES AS WELL AS ELECTRICAL AND PLUMBING REQUIREMENTS OF ALL OWNER FURNISHED, OWNER INSTALLED EQUIPMENT AND APPLIANCES

THE STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. SHOULD THERE BE A DISCREPANCY BETWEEN THE ARCHITECTURAL DRAWINGS AND THE ENGINEERING DRAWINGS, SUCH DISCREPANCY IS TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO INSTALLATION OF SAID WORK, ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE, AND AT NO EXPENSE TO THE OWNER OR THE ARCHITECT.

NFPA 241, STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS SHALL BE APPLIED.

FINISH NOTES

PAINT MECHANICAL AND ELECTRICAL ITEMS LOCATED IN BASEMENT BLACK, CONFIRM COLOR WITH ARCHITECT

4. PROVIDE CONTINUOUS BEAD OF SEALANT AT ALL WOOD AND METAL TRIM AS NECESSARY TO PREVENT ANY GAPS BETWEEN TRIM AND

. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/OWNER IN WRITING, PRIOR TO CONSTRUCTION, OF ANY CONFLICTS BETWEEN PROPOSED 7. CONTRACTOR TO SUMBIT INFORMATION ON HOW ELECTRICAL CONTRACTOR SHALL UTILIZE ELECTRIAL PANEL BREAKERS FOR STRIP HEATERS THAT WILL NOW NOT BE USED

SPECIFICATIONS

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES PART 1 - GENERAL

SUMMARY A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications 3. See Division 1 Section "Allowances" for procedural requirements for

handling and processing allowances. . See Division 1 Section "Unit Prices" for administrative requirements MINOR CHANGES IN THE WORK

 Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions." PROPOSAL REQUESTS

Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary the description will include supplemental or revised Drawings and

Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change. Within 20 days after receipt of Proposal Request, submit a auotation estimatina cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to

be made. If requested, furnish survey data to substantiate b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include costs of labor and supervision directly attributable to d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate Indicate applicable taxes, delivery charges, equipment rental, and

amounts of trade discounts 4. Include costs of labor and supervision directly attributable to the

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an

extension of the Contract Time. 6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified. Proposal Request Form: Use AIA Document G709 for Proposal

ALLOWANCES Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If mixing wastes, normal product imperfections, and similar margins.

applicable, include reasonable allowances for cutting losses, tolerances Include installation costs in purchase amount only where indicate as part of the allowance. 2. If requested, prepare explanation and documentation to

substantiate distribution of overhead costs and other margins

3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances. 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or

Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, nstallation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

> Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

CHANGE ORDER PROCEDURES A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA

CONSTRUCTION CHANGE DIRECTIVE . Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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. Documentation: Maintain detailed records on a time and material

basis of work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

END OF SECTION 01250 <u> SECTION 01290 - PAYME</u>NT PROCEDURES PART 1 - GENERAL

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. SCHEDULE OF VALUES A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets Submittals Schedule and Contractor's Construction Schedule.

Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment Subschedules: Where the Work is separated into phases

requiring separately phased payments, provide subschedules showing values correlated with each phase of payment. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at

least one line item for each Specification Section. Identification: Include the following Project identification on the Schedule of Values: Project name and location

 Name of Architect Architect's project number. Contractor's name and address

Date of submittal. Submit draft of AIA Document G703 Continuation Sheets. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the

Round amounts to nearest whole dollar; total shall equal the Contract Sum. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include

materials or equipment purchased or fabricated and stored, but not yet installed. 6 Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and

for total installed value of that part of the Work. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine auantities. Each item in the Schedule of Values and Applications for

Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item 1. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's Schedule Updating: Update and resubmit the Schedule of Values

before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum 1.3 APPLICATIONS FOR PAYMENT A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by

Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment

C. Payment Application Times: Progress payments shall be submitted to

Architect by the 15th day of the month. The period covered by eac Application for Payment is one month, ending on the last day of the D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for

is the period indicated in the Agreement.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without Contractor's Construction Schedule. Use updated schedules if

revisions were made 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application. F. Transmittal: Submit 4 signed and notarized original copies of each

Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required. Transmit each copy with a transmittal form listina attachments and recording appropriate information about application. G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item. When an application shows completion of an item, submit final or full waivers. 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner. H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

List of subcontractors Schedule of Values Contractor's Construction Schedule (preliminary if not final). Schedule of unit prices. Submittals Schedule (preliminary if not final)

List of Contractor's staff assignments. List of Contractor's principal consultants Copies of building permits. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

İnitial progress report. Report of preconstruction conference. Certificates of insurance and insurance policies. Application for Payment at Substantial Completion: After issuing the ertificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following: Evidence of completion of Project closeout requirements. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

Updated final statement, accounting for final changes to the 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims." 5. AIA Document G706A, "Contractor's Affidavit of Release of

AIA Document G707, "Consent of Surety to Final Payment. Evidence that claims have been settled. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

Final, liquidated damages settlement statement.

END OF SECTION 01290

SECTION 01400 - QUALITY REQUIREMENTS PART 1 - GENERAL

quality assurance and quality control.

Document requirements.

will comply with requirements.

A. This Section includes administrative and procedural requirements for

B. Testing and inspecting services are required to verify compliance with

Contractor of responsibility for compliance with the Contract

requirements specified or indicated. These services do not relieve

Specified tests, inspections, and related actions do not limit

2. Requirements for Contractor to provide quality-assurance and

See Divisions 2 through 16 Sections for specific test and inspection

performed before and during execution of the Work to guard against

defects and deficiencies and substantiate that proposed construction

actions during and after execution of the Work to evaluate that actual

B. Quality-Control Services: Tests, inspections, procedures, and related

products incorporated into the Work and completed construction

Preconstruction Testing: Tests and inspections that are performed

incorporated into the Work to verify performance or compliance with

NRTL, an NVLAP, or a testing agency qualified to conduct product

testing and acceptable to authorities having jurisdiction, to establish

specifically for the Project before products and materials are

D. Product Testing: Tests and inspections that are performed by an

product performance and compliance with industry standards.

performed at the source, i.e., plant, mill, factory, or shop.

performed on-site for installation of the Work and for completed

inspections, or both. Testing laboratory shall mean the same as

Contractor as an employee, Subcontractor, or Sub-subcontractor, to

Using a term such as "carpentry" does not imply that certain

unionized individuals of a corresponding generic name, such as

"carpenter." It also does not imply that requirements specified

apply exclusively to tradespeople of the corresponding generic

Experienced: When used with an entity, "experienced" means having

requirements indicated; and having complied with requirements of

General: If compliance with two or more standards is specified and

minimum quantities or quality levels, comply with the most stringent

requirement. Refer uncertainties and requirements that are different.

The actual installation may comply exactly with the minimum quantity

or quality specified, or it may exceed the minimum within reasonable

limits. To comply with these requirements, indicated numeric values

requirements. Refer uncertainties to Architect for a decision before

Assurance" Article to demonstrate their capabilities and experience.

Name, address, and telephone number of testing agency

Dates and locations of samples and tests or inspections.

Description of the Work and test and inspection method.

Test and inspection results and an interpretation of test results.

Comments or professional opinion on whether tested or inspected

10. Record of temperature and weather conditions at time of sample

Work complies with the Contract Document requirements.

copies of permits, licenses, certifications, inspection reports, releases,

established for compliance with standards and regulations bearing on

minimum qualification levels required; individual Specification Sections

erecting, or assembling work similar in material, design, and extent

products or systems similar to those indicated for this Project and

with a record of successful in-service performance, as well as

similar to those indicated for this Project and with a record of

E. Professional Engineer Qualifications: A professional engineer who is

legally qualified to practice in jurisdiction where Project is located

and who is experienced in providing engineering services of the kind

indicated. Engineering services are defined as those performed for

those indicated for this Project in material, design, and extent.

construction activities shall be performed by entities who are

recognized experts in those operations. Specialists shall satisfy

qualification requirements indicated and shall be engaged for the

independent agency with the experience and capability to conduct

and where required by authorities having jurisdiction, that is

testing and inspecting indicated, as documented according to ASTM

548; and with additional qualifications specified in individual Sections;

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an

Voluntary Laboratory Accreditation Program.

will be adjusted by Change Order.

having jurisdiction, whether specified or not.

quality-control services.

each quality-control service.

Factory-Authorized Service Representative Qualifications: An

A. Owner Responsibilities: Where quality-control services are indicated

F. Specialists: Certain sections of the Specifications require that specific

Requirement for specialists shall not supersede building codes and

NRTL: A nationally recognized testing laboratory according to 29

2. NVLAP: A testing agency accredited according to NIST's National

authorized representative of manufacturer who is trained and approved

by manufacturer to inspect installation of manufacturer's products that

are similar in material, design, and extent to those indicated for this

as Owner's responsibility, Owner will engage a qualified testing agency

Owner will furnish Contractor with names, addresses, and

2. Costs for retesting and reinspecting construction that replaces or

B. Tests and inspections not explicitly assigned to Owner are Contractor's

responsibility. Unless otherwise indicated, provide quality-control

services specified and those required by authorities having jurisdiction.

Perform quality-control services required of Contractor by authorities

a. Contractor shall not employ same entity engaged by Owner,

when Work that requires testing or inspecting will be performed

Notify testing agencies at least 24 hours in advance of time

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of

Where services are indicated as Contractor's responsibility,

engage a qualified testing agency to perform these

unless agreed to in writing by Owner.

telephone numbers of testing agencies engaged and a description

is necessitated by work that failed to comply with the Contract

Documents will be charged to Contractor, and the Contract Sum

of types of testing and inspecting they are engaged to perform.

installations of the system, assembly, or product that are similar to

successful in-service performance, as well as sufficient production

Names of individuals making tests and inspections.

Identification of product and Specification Section.

Include proof of qualifications in the form of a recent report on the

but apparently equal, to Architect for a decision before proceeding.

Minimum Quantity or Quality Levels: The quantity or quality level

shown or specified shall be the minimum provided or performed.

are minimum or maximum, as appropriate, for the context of

A. Qualification Data: For testing agencies specified in "Quality

inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include

the standards establish different or conflicting requirements for

size and scope to this Project; being familiar with special

successfully completed a minimum of five previous projects similar in

construction activities must be performed by accredited or

H. Installer/Applicator/Erector: Contractor or another entity engaged by

perform a particular construction operation, including installation,

E. Source Quality-Control Testing: Tests and inspections that are

F. Field Quality-Control Testina: Tests and inspections that are

G. Testing Agency: An entity engaged to perform specific tests,

erection, application, and similar operations.

authorities havina jurisdiction.

CONFLICTING REQUIREMENTS

proceeding. 1.4 SUBMITTALS

the following: 1. Date of issue.

Project title and number.

Complete test or inspection data.

taking and testing and inspecting.

performance of the Work

specify additional requirements.

capacity to produce required units.

regulations governing the Work.

activities indicated.

CFR 1910.7.

1.6 QUALITY CONTROL

to perform these services.

QUALITY ASSURANCE

Name and signature of laboratory inspector.

13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit

urisdictional settlements, notices, receipts for fee payments

judgments, correspondence, records, and similar documents,

A. General: Qualifications paragraphs in this Article establish the

B. Installer Qualifications: A firm or individual experienced in installing

to that indicated for this Project, whose work has resulted in

construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing

D. Fabricator Qualifications: A firm experienced in producing products

sufficient production capacity to produce required units.

comply with requirements. Services do not include contract

enforcement activities performed by Architect.

A. Quality-Assurance Services: Activities, actions, and procedures

Contractor's other quality-assurance and -control procedures that

facilitate compliance with the Contract Document requirements.

-control services required by Architect, Owner, or authorities

having jurisdiction are not limited by provisions of this Section

SUMMARY

DEFINITIONS

specified criteria.

testing agency.

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Date: 8-25-2016

Proposed **ROSWELL MILL PARK** MACHINE SHOP **ADDITION** (MAIN LEVEL) 95 Mill Street Roswell, Georgia City of Roswell

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Print Record

Recreation & Parks

Department

8-25-16	Issue for Bid/Permit/Constructi
Revis	yion a
Revis	31011S

GENERAL NOTES

Date

8-25-2016

Sheet Title

Sheet No.

Job No.

2016-30

Released for Construction Not Released for Construction

SPEC. NOTES

WHEN THE GENERAL CONTRACTOR HAS A QUESTION IN REGARDS TO WHICH SYSTEM HAS BEEN SUPPLIED: 1st- REFER TO CONSTRUCTION DRAWINGS , 2nd- REFER TO SYSTEM SYSTEM REFERENCED IN DRAWINGS AND FINALLY - IF THERE IS STILL A QUESTION, SUBMIT AN RFQ TO ARCHITECT

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct. C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction the replaced Work that failed to comply with the Contract Documents. E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted. 3. Conduct and interpret tests and inspections and state in each eport whether tested and inspected work complies with or deviates from requirements. 4. Submit a certified written report, in duplicate, of each test. inspection, and similar quality-control service through Contractor 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the 6. Do not perform any duties of Contractor. F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide Access to the Work. Incidental labor and facilities necessary to facilitate tests and 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining Facilities for storage and field curing of test samples. Delivery of samples to testing agencies. Preliminary design mix proposed for use for material mixes that equire control by testing agency. Security and protection for samples and for testing and inspectina eauipment at Project site. G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to ccommodate testing and inspecting. Schedule times for tests, inspections, obtaining samples, and similar activities. 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 naving jurisdiction as the responsibility of Owner, and as follows: B. 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: Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its 3. 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. 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents. Retesting and reinspecting corrected work. PART 2 - PRODUCTS (Not Used) 3.1 REPAIR AND PROTECTION A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching." B. Protect construction exposed by or for quality-control service . Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services. END OF SECTION 01400 <u> SECTION 01700 - EXECUTION REQUIREMENTS</u> PART 1 - GENERAL 1.1 SUMMARY A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following: Construction layout. Field engineering and surveying. General installation of products. Progress cleaning. Starting and adjusting. Protection of installed construction Correction of the Work. B. See Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final SUBMITTALS A. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements. B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste C. Certified Surveys: Submit two copies signed by land surveyor or professional engineer. D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data. 1.3 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 - PRODUCTS (Not Used) PART 3 - EXECUTION 3.1 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 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. 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 Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and ixture 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. PREPARATION A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures,

CONSTRUCTION LAYOUT Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions. Inform installers of lines and levels to which they must comply Check the location, level and plumb, of every major element as the Work progresses. Notify Architect when deviations from required lines and levels exceed allowable tolerances. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and nvert elevations. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markinas and elevations for use with control lines and levels. Level foundations and piers from two or more locations. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect. FIELD ENGINEERING . Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations. 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. Record benchmark locations, with horizontal and vertical data, on Project Record Documents Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework. 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 metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey." INSTALLATION General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated 3. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion. 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 Tools and Equipment: Do not use tools or equipment that produce harmful noise levels. 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. 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. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect. Allow for building movement, including thermal expansion and Coordinate installation of anchorages. Furnish setting drawings templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in

Hazardous Materials: Use products, cleaners, and installation

than one installer has worked. Enforce requirements strictly.

combustible waste materials and debris.

Comply with requirements in NFPA 241 for removal of

Site: Maintain Project site free of waste materials and debris.

cleanliness necessary for proper execution of the Work.

Work Areas: Clean areas where work is in progress to the level of

Where dust would impair proper execution of the Work,

Installed Work: Keep installed work clean. Clean installed surfaces

recommended. If specific cleaning materials are not recommended

use cleaning materials that are not hazardous to health or property

Concealed Spaces: Remove debris from concealed spaces before

Exposed Surfaces in Finished Areas: Clean exposed surfaces and

G. Waste Disposal: Burying or burning waste materials on-site will not

progress and adjoining materials already in place. Apply protective

Clean and provide maintenance on completed construction as frequently

Adjust and lubricate operable components to ensure operability without

Limiting Exposures: Supervise construction operations to assure that

no part of the construction, completed or in progress, is subject to

operation. Remove malfunctioning units, replace with new units, and

Test each piece of equipment to verify proper operation. Test and

adjust controls and safeties. Replace damaged and malfunctioning

equipment installation, comply with qualification requirements in

Provide final protection and maintain conditions that ensure installed

. Comply with manufacturer's written instructions for temperature and

Repairing includes replacing defective parts, refinishing damaged

surfaces, touching up with matching materials, and properly

Restore permanent facilities used during construction to their specified

Repair components that do not operate properly. Remove and replace

Remove and replace damaged surfaces that are exposed to view if

surfaces cannot be repaired without visible evidence of repair.

Record Drawings, Record Specifications, and Record Product Data

D. See Division 1 Section "Operation and Maintenance Data" for operation

E. See Division 1 Section "Demonstration and Training" for requirements

cleaning requirements for the Work in those Sections

See Divisions 2 through 16 Sections for specific closeout and special

Preliminary Procedures: Before requesting inspection for determining

Prepare a list of items to be completed and corrected (punch

list), the value of items on the list, and reasons why the Work

date of Substantial Completion, complete the following. List items

2. Advise Owner of pending insurance changeover requirements.

and maintenance manual requirements.

below that are incomplete in request.

for instructing Owner's personnel.

SUBSTANTIAL COMPLETION

is not complete.

Work is without damage or deterioration at time of Substantial

Repair or remove and replace defective construction. Restore

damaged substrates and finishes. Comply with requirements in

representative is required to inspect field-assembled components and

harmful, dangerous, damaging, or otherwise deleterious exposure

Start equipment and operating components to confirm proper

B. Adjust operating components for proper operation without binding.

Manufacturer's Field Service: If a factory-authorized service

protect as necessary to ensure freedom from damage and

be permitted. Washing waste materials down sewers or into

4. During handling and installation, clean and protect construction in

covering where required to ensure protection from damage or

as necessary through the remainder of the construction period.

according to written instructions of manufacturer or fabricator of

product installed using only cleaning materials specifically

broom-clean or vacuum the entire work area, as appropriate.

materials that are not considered hazardous.

legally, according to regulations.

Remove liquid spills promptly.

and that will not damage exposed surfaces.

deterioration at time of Substantial Completion.

waterways will not be permitted.

deterioration at Substantial Completion.

Adjust equipment for proper operation.

Division 1 Section "Quality Requirements.

Division 1 Section "Cutting and Patching."

adjusting operating equipment.

operating components that cannot be repaired

PROTECTION OF INSTALLED CONSTRUCTION

PROGRESS CLEANING

Dispose of materials lawfully.

F (27 dea C).

enclosing the space.

damaaina effects.

during the construction period

STARTING AND ADJUSTING

controls and equipment.

relative humidity. CORRECTION OF THE WORK

utility poles, lines, services, or other utility appurtenances located in

3. Field Measurements: Take field measurements as required to fit the

Work properly. Recheck 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

Space Requirements: Verify space requirements and dimensions of

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

to avoid delaying the Work.

13.2A, "Request for Interpretation."

items shown diagrammatically on Drawings.

or affected by construction. Coordinate with authorities having

exposed work are not indicated, arrange joints for the best visual

General: Clean Project site and work areas daily, including common

areas. Coordinate progress cleaning for joint-use areas where more

Do not hold materials more than 7 days during normal weather

or 3 days if the temperature is expected to rise above 80 deg

Containerize hazardous and unsanitary waste materials separately

from other waste. Mark containers appropriately and dispose of

effect. Fit exposed connections together to form hairline joints

E. Remove and replace chipped, scratched, and broken glass or reflective Submit specific warranties, workmanship bonds, maintenance service gareements, final certifications, and similar documents END OF SECTION 01700 Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy SECTION 01731 - CUTTING AND PATCHING permits, operating certificates, and similar releases. Prepare and submit Project Record Documents, operation and PART 1 - GENERAL maintenance manuals. Final Completion construction photographs damage or settlement surveys, property surveys, and similar This Section includes procedural requirements for cutting and patching. final record information. B. See Divisions 2 through 16 Sections for specific requirements and Deliver tools, spare parts, extra materials, and similar items to limitations applicable to cutting and patching individual parts of the location designated by Owner. Label with manufacturer's name and model number where applicable. See Division 7 Section "Through-Penetration Firestop Systems" for Make final changeover of permanent locks and deliver keys to patching fire-rated construction. Owner. Advise Owner's personnel of changeover in security Cutting and Patching Proposal: Submit a proposal describing Complete startup testing of systems. procedures at least [10] (Insert number) days before the time cutting Submit test/adjust/balance records. and patching will be performed, requesting approval to proceed. Terminate and remove temporary facilities from Project site, Include the following information: along with mockups, construction tools, and similar elements. 1. Extent: Describe cutting and patching, show how they will be Advise Owner of changeover in heat and other utilities. performed, and indicate why they cannot be avoided. Submit changeover information related to Owner's occupancy Changes to In-Place Construction: Describe anticipated results use, operation, and maintenance. Include changes to structural elements and operating components Complete final cleaning requirements, including touchup painting as well as changes in building's appearance and other significant Touch up and otherwise repair and restore marred exposed visual elements. finishes to eliminate visual defects. Products: List products to be used and firms or entities that Inspection: Submit a written request for inspection for Substantial will perform the Work. Completion. On receipt of request. Architect will either proceed with Dates: Indicate when cutting and patching will be performed inspection or notify Contractor of unfulfilled requirements. Architect Utility Services and Mechanical/Electrical Systems: List will prepare the Certificate of Substantial Completion after inspection services/systems that cutting and patching procedures will or will notify Contractor of items, either on Contractor's list or disturb or affect. List services/systems that will be relocated additional items identified by Architect, that must be completed or and those that will be temporarily out of service. Indicate how corrected before certificate will be issued. long services/systems will be disrupted. Reinspection: Request reinspection when the Work identified in Structural Elements: Where cutting and patching involve adding previous inspections as incomplete is completed or corrected. reinforcement to structural elements, submit details and Results of completed inspection will form the basis of engineering calculations showing integration of reinforcement with requirements for Final Completion. oriainal structure. FINAL COMPLETION Architect's Approval: Obtain approval of cutting and patching . Preliminary Procedures: Before requesting final inspection for proposal before cutting and patching. Approval does not waive determining date of Final Completion, complete the following: Submit a final Application for Payment according to Division 1 right to later require removal and replacement of unsatisfactory Section "Payment Procedures." QUALITY ASSURANCE Submit certified copy of Architect's Substantial Completion A. Structural Elements: Do not cut and patch structural elements in a inspection list of items to be completed or corrected (punct manner that could change their load-carrying capacity or list), endorsed and dated by Architect. The certified copy of load-deflection ratio. the list shall state that each item has been completed or Operational Elements: Do not cut and patch operating elements otherwise resolved for acceptance. and related components in a manner that results in reducing Submit evidence of final, continuing insurance coverage complying their capacity to perform as intended or that results in with insurance requirements. increased maintenance or decreased operational life or safety Submit pest-control final inspection report and warranty. Miscellaneous Elements: Do not cut and patch miscellaneous Instruct Owner's personnel in operation, adjustment, and elements or related components in a manner that could change maintenance of products, equipment, and systems. their load-carrying capacity, that results in reducing their Inspection: Submit a written request for final inspection for capacity to perform as intended, or that results in increased acceptance. On receipt of request, Architect will either proceed with maintenance or decreased operational life or safety. inspection or notify Contractor of unfulfilled requirements. Architect . Visual Requirements: Do not cut and patch construction in a manner will prepare a final Certificate for Payment after inspection or will that results in visual evidence of cutting and patching. Do not cut notify Contractor of construction that must be completed or corrected and patch construction exposed on the exterior or in occupied spaces before certificate will be issued. in a manner that would, in Architect's opinion, reduce the building's Reinspection: Request reinspection when the Work identified in aesthetic qualities. Remove and replace construction that has been previous inspections as incomplete is completed or corrected. cut and patched in a visually unsatisfactory manner LIST OF INCOMPLETE ITEMS (PUNCH LIST) WARRANTY Preparation: Submit three copies of list. Include name and . Existing Warranties: Remove, replace, patch, and repair materials identification of each space and area affected by construction and surfaces cut or damaged during cutting and patching operations, operations for incomplete items and items needing correction including by methods and with materials so as not to void existing warranties. if necessary, areas disturbed by Contractor that are outside the PART 2 limits of construction. Use CSI Form 14.1A. MATERIALS Organize list of spaces in sequential order, starting with exterior General: Comply with requirements specified in other Sections areas first and proceeding from lowest floor to highest floor. 3. In-Place Materials: Use materials identical to in-place materials Organize items applying to each space by major element. For exposed surfaces, use materials that visually match in-place including categories for ceiling, individual walls, floors, adjacent surfaces to the fullest extent possible. equipment, and building systems. If identical materials are unavailable or cannot be used, us WARRANTIES materials that, when installed, will match the visual and . Submittal Time: Submit written warranties on request of Architect functional performance of in-place materials. for designated portions of the Work where commencement of PART 3 - EXECUTION warranties other than date of Substantial Completion is indicated EXAMINATION B. Organize warranty documents into an orderly sequence based on the Examine surfaces to be cut and patched and conditions under which table of contents of the Project Manual. cutting and patching are to be performed. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered Compatibility: Before patching, verify compatibility with and loose-leaf binders, thickness as necessary to accommodate suitability of substrates, including compatibility with in-place contents, and sized to receive 8-1/2-by-11-inch finishes or primers. (215-by-280-mm) paper. 2. Proceed with installation only after unsafe or unsatisfactory Provide heavy paper dividers with plastic-covered tabs for each conditions have been corrected. separate warranty. Mark tab to identify the product or PREPARATION installation. Provide a typed description of the product or Temporary Support: Provide temporary support of Work to be cut. installation, including the name of the product and the name, Protection: Protect in-place construction during cutting and patching address, and telephone number of Installer. to prevent damage. Provide protection from adverse weather Identify each binder on the front and spine with the typed or conditions for portions of Project that might be exposed during printed title "WARRANTIES," Project name, and name of cutting and patching operations. Contractor Adjoining Areas: Avoid interference with use of adjoining areas or . Provide additional copies of each warranty to include in operation and interruption of free passage to adjoining areas. PERFORMANCE PART 2 - PRODUCTS A. General: Employ skilled workers to perform cutting and patchir MATERIALS Proceed with cutting and patching at the earliest feasible time, and A. Cleaning Agents: Use cleaning materials and agents recommended by complete without delay. manufacturer or fabricator of the surface to be cleaned. Do not use Cut in-place construction to provide for installation of other cleaning agents that are potentially hazardous to health or property or components or performance of other construction, and that might damage finished surfaces. subsequently patch as required to restore surfaces to their PART 3 - EXECUTION original condition. 3.1 FINAL CLEANING B. Cutting: Cut in-place construction by sawing, drilling, breaking, A. General: Provide final cleaning. Conduct cleaning and waste-removal chipping, grinding, and similar operations, including excavation, using operations to comply with local laws and ordinances and Federal and methods least likely to damage elements retained or adjoining local environmental and antipollution regulations. construction. If possible, review proposed procedures with original B. Cleaning: Employ experienced workers or professional cleaners for Installer; comply with original Installer's written recommendations final cleaning. Clean each surface or unit to condition expected in an In general, use hand or small power tools designed for squing average commercial building cleaning and maintenance program and arinding, not hammering and chopping. Cut holes and slots Comply with manufacturer's written instructions. as small as possible, neatly to size required, and with minimum Complete the following cleaning operations before requesting disturbance of adjacent surfaces. Temporarily cover openings inspection for certification of Substantial Completion for entire when not in use. Project or for a portion of Project: 2. Finished Surfaces: Cut or drill from the exposed or finished a. Clean Project site, yard, and grounds, in areas disturbed by side into concealed surfaces. construction activities, including landscape development areas, 3. [Concrete] [Masonry]: Cut using a cutting machine, such as an of rubbish, waste material, litter, and other foreign abrasive saw or a diamond-core drill. Excavating and Backfilling: Comply with requirements in b. Sweep payed areas broom clean. Remove petrochemical applicable Division 2 Sections where required by cutting and spills, stains, and other foreign deposits. patching operations. Rake arounds that are neither planted nor paved to a Mechanical and Electrical Services: Cut off pipe or conduit in smooth, even-textured surface walls or partitions to be removed. Cap, valve, or plug and seal d. Remove tools, construction equipment, machinery, and surplus remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting. . Remove snow and ice to provide safe access to building. Proceed with patching after construction operations requiring f. Clean exposed exterior and interior hard-surfaced finishes to cutting are complete. a dirt-free condition, free of stains, films, and similar C. Patching: Patch construction by filling, repairing, refinishing, closing foreign substances. Avoid disturbing natural weathering of up, and similar operations following performance of other Work. exterior surfaces. Restore reflective surfaces to their Patch with durable seams that are as invisible as possible. Provide original condition. materials and comply with installation requirements specified in other g. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, Inspection: Where feasible, test and inspect patched areas after manholes, attics, and similar spaces. completion to demonstrate integrity of installation. Sweep concrete floors broom clean in unoccupied spaces. Exposed Finishes: Restore exposed finishes of patched areas and Vacuum carpet and similar soft surfaces, removing debris and extend finish restoration into retained adjoining construction in a excess nap; shampoo if visible soil or stains remain. manner that will eliminate evidence of patching and refinishing. Clean transparent materials, including mirrors and glass in 3. Floors and Walls: Where walls or partitions that are removed doors and windows. Remove glazing compounds and other extend one finished area into another, patch and repair floor and noticeable, vision-obscuring materials. Replace chipped or wall surfaces in the new space. Provide an even surface of broken glass and other damaged transparent materials. uniform finish, color, texture, and appearance. Remove in-place Polish mirrors and glass, taking care not to scratch surfaces floor and wall coverings and replace with new materials, if Remove labels that are not permanent. necessary, to achieve uniform color and appearance. Touch up and otherwise repair and restore marred, exposed Ceilings: Patch, repair, or rehang in-place ceilings as necessary finishes and surfaces. Replace finishes and surfaces that to provide an even-plane surface of uniform appearance. cannot be satisfactorily repaired or restored or that already Exterior Building Enclosure: Patch components in a manner that show evidence of repair or restoration. restores enclosure to a weathertight condition. 1) Do not paint over "UL" and similar labels, including D. Cleaning: Clean areas and spaces where cutting and patching are mechanical and electrical nameplates. performed. Completely remove paint, mortar, oils, putty, and m. Wipe surfaces of mechanical and electrical equipment and similar materials. similar equipment. Remove excess lubrication, paint and END OF SECTION 01731 mortar droppings, and other foreign substances. n. Replace parts subject to unusual operating conditions. SECTION 01770 - CLOSEOUT PROCEDURES O. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure. PART 1 - GENERAL . Replace disposable air filters and clean permanent air filters SUMMARY Clean exposed surfaces of diffusers, registers, and grills. This Section includes administrative and procedural requirements for q. Clean light fixtures, lamps, globes, and reflectors to function contract closeout, including, but not limited to, the following: with full efficiency. Replace burned-out bulbs, and those Inspection procedures. noticeably dimmed by hours of use, and defective and noisy Warranties. starters in fluorescent and mercury vapor fixtures to comply Final cleaning. with requirements for new fixtures. See Division 1 Section "Payment Procedures" for requirements for Leave Project clean and ready for occupancy Applications for Payment for Substantial and Final Completion. Pest Control: Engage an experienced, licensed exterminator to make See Division 1 Section "Project Record Documents" for submitting

a final inspection and rid Project of rodents, insects, and other

materials. Do not bury debris or excess materials on Owner's

property. Do not discharge volatile, harmful, or dangerous materials

into drainage systems. Remove waste materials from Project site

. Comply with safety standards for cleaning. Do not burn waste

pests. Prepare a report.

and dispose of lawfully.

END OF SECTION 01770

TODD ARCHITECTS, INC OPERATION AND MAINTENANCE TRAINING REQUIREMENTS Training Preparation Conference: Before operation and maintenance training. CxA shall convene a training preparation conference to include Owner's operation and maintenance personnel, Contractor, and subcontractors. In addition to requirements specified in Division 1 Section "Demonstration and Training," perform the following: Review the OPR and BoD. Review installed systems, subsystems, and equipment Review instructor qualifications. Review instructional methods and procedures. Review training module outlines and contents. . Review course materials (including operation and maintenance Inspect and discuss locations and other facilities required for 8. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays. . For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable. B Trainina Modules: Develop an instruction program that includes individual training modules for each system, subsystem, and equipment as specified in Division 1 Section "Demonstration and Training." Proposed **ROSWELL MILL**

Architects Designers **Planners** Date: 8-25-2016

RICHARD E.TODD, AIA NCARB / LEED-AP 4803 Dalhousie Place MARIETTA, GEORGIA 30068 770/458-3989 www.adamstoddassociates.com www.toddarchitects.net

MACHINE SHOP **HVAC ADDITION** (MAIN LEVEL) 95 Mill Street Roswell, Georgia 30075 City of Roswell Recreation & Parks Department

PARK

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Print Record

Revisions	8-25-16 	Issue for Bid/Permit/Construction
Revisions		
	Revis	sions

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

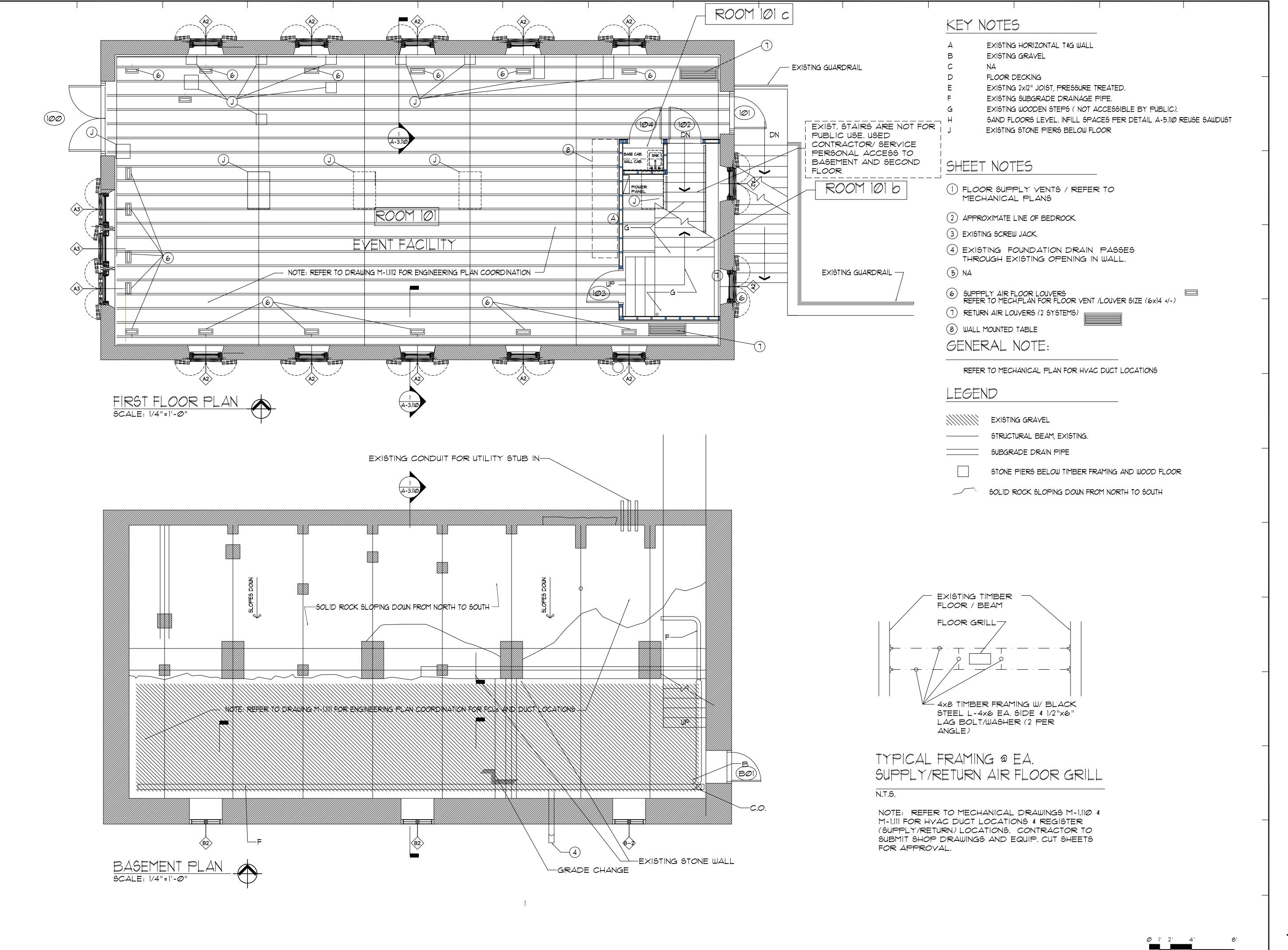
Sheet Title

GENERAL NOTES

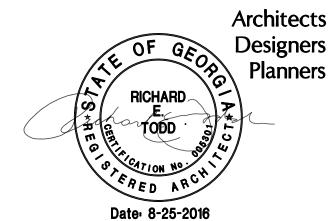
Sheet No.

Released for Construction

Not Released for Construction



TODD ARCHITECTS, INC.



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Proposed
ROSWELL MILL
PARK
MACHINE SHOP
HVAC
ADDTION
(MAIN LEVEL)
Roswell, Georgia

for:
City of Roswell
Parks & Recreation
Department

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Prin	t Record
8-25-	-2016 RELEASED FOR BID/PERMIT/CONS
Revi	sions

Date Job No. 8-25-2016 2016.30

Sheet Title

PROPOSED HVAC SYSTEM FOR MAIN LEVEL

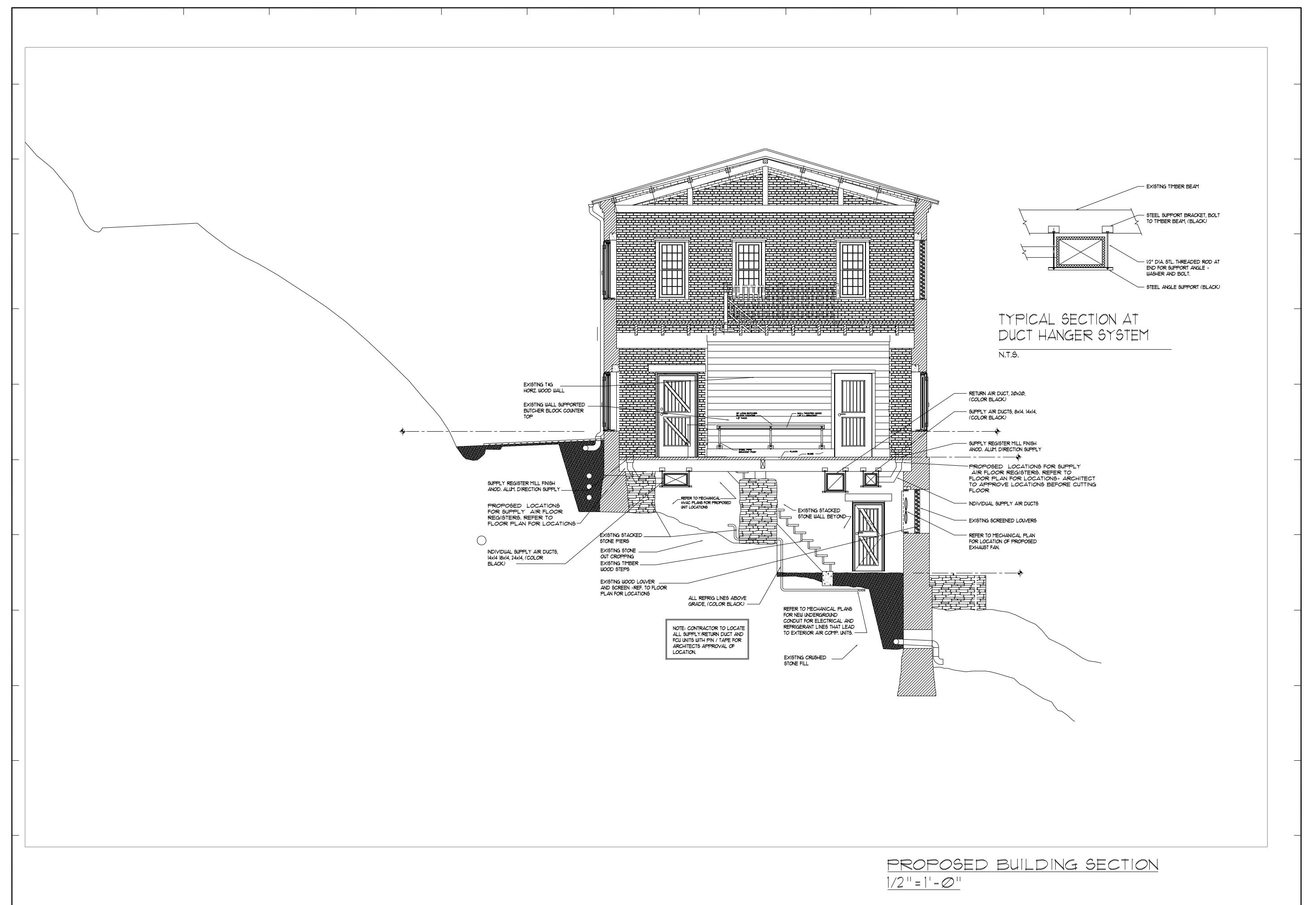
Sheet No.

GRAPHIC SCALE

A-1.110

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TODD ARCHITECTS, INC. **Architects** Designers Planners

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Date: 8-25-2016

Proposed ROSWELL MILL MACHINE SHOP RENOVATION circa 1854 Roswell, Georgia

for: City of Roswell Parks & Recreation Department

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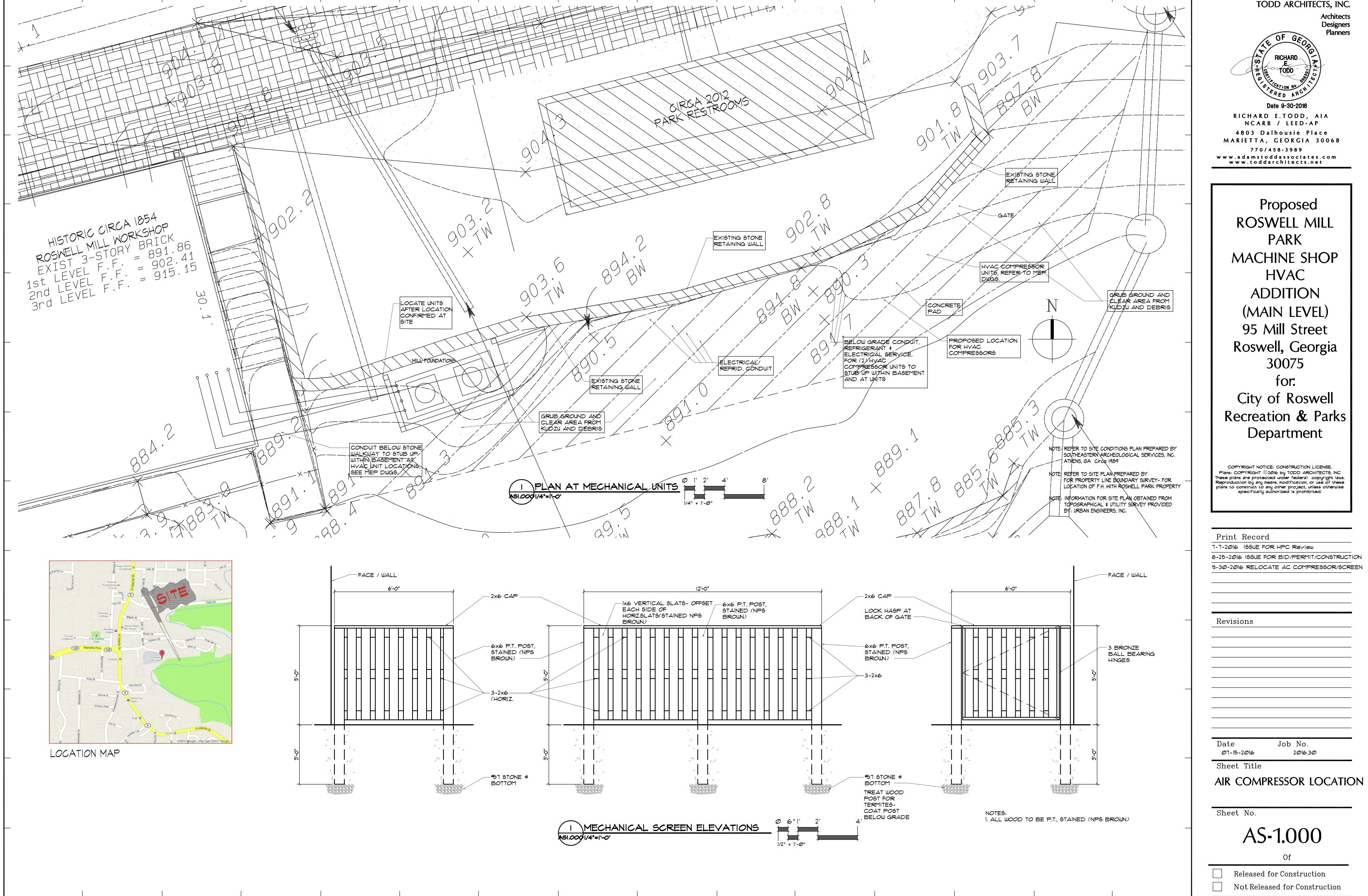
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GRAPHIC SCALE

A-3.110

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