



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

May 8, 2018

Subject: Invitation to Bid #1502-B: Site Development for Fire Station 4

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids for site development for a new fire station to be located on McDonough Road in Fayetteville. You are invited to submit a bid in accordance with the information contained herein.

A pre-bid conference will be held 10:00am, Thursday, May 24, 2018 at the County's Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia 30214 in Suite 100. You are invited and encouraged to attend, as this will be an opportunity for you to become more familiar with the project, and to ask questions.

Questions concerning this invitation to bid should be addressed to Trina Barwicks in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 719-5515. Questions will be accepted until 3:00pm, Wednesday, May 30, 2018.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 1502-B
Bid Name: Site Development for Fire Station 4

Your envelope *must* be sealed, and should show your company's name and address.

Bids will be received at the above address until 3:00pm, Wednesday, June 6, 2018 in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", with a large, sweeping flourish at the end.

Ted L. Burgess
Director of Purchasing

DOCUMENT 00200 – BID FORM

This bid submitted by: _____

Address: _____

Telephone: _____

Email: _____

DATE: _____

Dear Sir:

The undersigned Bidder declares that he has read and understands the Architectural and Civil Drawings dated 05/04/18 BID SET, and the Project Manual identified herein as the Bid Documents, for the above listed work as prepared by K. A. Oldham Design, Inc. of Newnan, Georgia. The undersigned Bidder further declares that he has examined the site of work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done.

It is understood that the BASE BID only includes the accomplishment of work associated with the Site Development Package as defined by the bid documents.

The undersigned bidder declares that he/she shall furnish all permits, work, services, and materials, including equipment and accessories, called for or implied in the above-mentioned Construction Documents and that he will accept as complete compensation therefore the sum of _____ DOLLARS (\$ _____) which is hereinafter referred to as the Base Bid. No partial bids will be accepted.

Estimated time of completion: _____ consecutive calendar days

The undersigned bidder further declares that, if awarded the Contract, he shall begin all work associated with the project within the constraints set forth by the owner at the location listed above by _____ consecutive calendar days from the issuance of Notice to Proceed.

For cost evaluation purposes, the following items including all associated labor, materials, and equipment are identified separately immediately following this page. Please provide all information requested: This is mandatory and must be submitted as a part of a responsive bid. It is not mandatory to use this form but all of the information on this form must be submitted in a detailed fashion and formatted in a manner that can allow comparative results.

BASE BID SUMMARY FOR: Station #4 Site Development Package

		Item Cost	Subcontractor or Self-Performed
A	General Conditions		
101	Permits (BY OWNER)		
102	Mobilization and Field Office		
103	Performance Bond / 100% Material Payment Bond		
104	Project Insurance		
105	Payroll Taxes & Benefits		
106	Job Supervision		
107	Field Eng. / Layout /Construction Staking		
108	Equipment		
109	Expendables / Job Trailer / Toilets / Misc. Expenses		
110	Construction Utilities (Temporary)		
111	Construction Project Signage Allowance	\$2,000.00	
112	General Clean-up & Disposal		
A	Subtotal		
B	Site Development		
201	Site Clearing		
202	Erosion Control, BMP's and Stabilization including removal		
203	Earthwork + Grading including fine grading		
204	Curb and Gutter		
205	Site Utilities Connections and access to 5' of Building Pad		
206	Septic System		
207	Stone Base for Building and All Paving		
208	Concrete Paving and Striping		
209	Stone Repair Allowance	\$10,000	
210	NPDES, Environmental Monitoring		
211	Construction Materials Testing		
B	Subtotal		
C	Building Construction		
300			
C	Subtotal		
D	Recap of Construction Costs		
	General Conditions (101-112)		
	Site Development/Grading(201-211)		
	Building Construction (300)	0.00	
E	TOTAL		

ALTERNATES

THERE ARE NO ALTERNATES ASSOCIATED WITH THIS PROJECT.

ADDENDA ACKNOWLEDGEMENT

There are no addenda as of the issuance of this document. Use form below for future addenda as they occur.

The receipt of the following addendum or addenda is acknowledged:

Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____
Addendum Number: _____	Date: _____

ADDENDUM RECEIPT:

WITNESSED: _____

EXCEPTIONS TO CONTRACT FOR SITE DEVELOPMENT FOR FIRE STATION 4

IN THE EVENT THAT THIS PAGE IS **NOT** ATTACHED TO THE BID FORM OR PART OF THE BID PACKAGE, IT SHALL BE UNDERSTOOD BY ALL PARTIES THAT **NO** EXCEPTIONS ARE TAKEN TO THE ABOVE NOTED BID DOCUMENTS.

IF THE BIDDER IS **NOT** PROVIDING ALL WORK, MATERIALS, CONSTRUCTION COMPONENTS, EQUIPMENT AND LABOR REQUESTED IN THIS BID INVITATION, HE SHALL INDICATE IN THIS PAGE THE ELEMENTS WHICH ARE **NOT** SUPPLIED AS PART OF THIS BID. IN ADDITION, IN THE SPACES PROVIDED FOR EVALUATION ON THE PREVIOUS PAGES, THE BIDDER SHALL ENTER "N/A" FOR THE ITEMS WHICH ARE **NOT** SUPPLIED.

If this bid is accepted and the undersigned bidder should fail to enter into the contract, as fore stated, within seven (7) days from the date of mailing to him a letter of written notice, at the address herein, noting that the contract is ready for signature, the Owner may, at his option, declare that the Bidder has abandoned the Contract and this bid and its acceptance is null and void.

The undersigned Bidder hereby agrees that his bid shall not be withdrawn within sixty (60) days from the time set for the receipt of the Bid Package.

The undersigned Bidder hereunder acknowledges the receipt of all Addenda listed on the previous pages labeled under the heading ADDENDA ACKNOWLEDGMENT.

The undersigned bidder further states that:

*****All work, materials, construction components and labor are in strict compliance and accordance with the Construction Documents listed above and prepared by K.A. Oldham Design, Inc., and their consultants, unless stated on the attached page labeled EXCEPTIONS TO CONTRACT FOR SITE DEVELOPMENT FOR FIRE STATION 4.

THIS SIGNATURE VALIDATES ALL INFORMATION AND NUMBERS ABOVE.

SIGNED: _____ TITLE: _____ DATE: _____

COMPANY: _____

ADDRESS: _____

END OF BID FORM

GENERAL TERMS AND CONDITIONS
Invitation to Bid #1502-B: Site Development for Fire Station 4

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at http://www.fayettecountyga.gov/purchasing/bids_and_proposals.asp. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is **#1502-B**, and
 - c. The bid name, which is **Site Development for Fire Station 4**.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and one (1) complete copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless

the delay is a result of action or inaction by the county.

9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
14. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
15. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
16. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
17. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
18. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.

19. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

20. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
21. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
22. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.
 - d. **Builder's "All Risk" Insurance:** In the event the contractor is performing construction services under the contract, contractor shall procure and maintain "all-risk" builder's insurance, providing coverage for the work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be at least 100% of the value of the contract, including any additional costs which are normally insured under such policy.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an **additional insured** as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
24. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
25. **Building Permits:** Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
26. **Unauthorized Performance:** The county will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
27. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
28. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
29. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
30. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
31. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
32. **Inspection and Acceptance of Deliveries:** The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure

to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

33. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
34. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
35. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
36. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Project: Fayette County Fire Department Station #4 – Site Development Package
 - 1. Project Location: Mc Elroy Road, Fayette County, GA
- B. Owner: Fayette County Fire Department
140 Stonewall Avenue, Fayetteville, GA 30214
- C. Architect: K. A. Oldham Design, Inc.
75 Jackson Street Suite 401, Newnan, GA 30263
- D. Contractor: TBD
- E. The Work consists of all work noted in the Bid Documents and any subsequent Addenda unless otherwise noted in writing. The goal of this project is to prepare the site for the immediate construction of a Fire Station. Expectations are as follows:
 - 1. All grading, utility, sanitary system, storm water management and vehicular traffic areas to accomplish the scope depicted on the bid documents.
 - 2. Contractor will not be responsible for
 - a. any sidewalk paving.
 - b. connecting utilities to the building.
 - c. final landscaping.
 - 3. Contractor will be responsible for
 - a. All utility connections including sprinkler line (fire main) to within 5'-0" of the building pad.
 - b. Coordination with all applicable utility companies.
 - c. All curb and gutter to within 5' of the building footprint.
 - d. Preparation of the building pad by providing 4" of stone base to within 1/10 of one foot of the determined subgrade level. This is to be defined as 10" below finished floor
 - e. Initial setting and maintenance of site stabilization. Landscape contractor will coordinate and be responsible for removal at appropriate time.
 - f. NPDES monitoring for the duration of the project. This shall be assumed to be January 31, 2019
 - g. Subgrade and other testing as required by the bid documents and specifications.
 - 4. Contractor shall coordinate and clarify paving strategy with the Owner and the Architect. It is assumed that no final drive isle paving will be conducted until the Building construction is nearing completion. An allowance for replacement of spoiled stone base is included.
- F. Owner-Furnished Items: The following products will be furnished by Owner and shall be installed by Contractor as part of the Work:

1. Demolition of existing building and limited paving
2. Removal of hazardous materials
3. Removal of previous septic system

G. Work Under Separate Contracts:

1. none at this time

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor will have full use of site and building indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project.

1. It should be understood that this site is at the intersection of two busy roads, one of which is a State Highway. Interruption of traffic should be limited. Any interruption should be coordinated with the Owner prior to its occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. If requested by the Owner, obtain three proposals for each allowance and submit to Architect, in the form specified for Change Orders, with recommendations. Purchase products and systems selected by Architect.
- D. Advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- E. Submit invoices to show cost and actual quantities of materials delivered. Reconciliation of allowance amounts with actual costs will be by Change Order

1.2 UNIT PRICES

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased. Bidders shall indicate on the bid form unit prices as described in Part 3 of this section.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

1.3 ALTERNATES

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 SUBSTITUTION PROCEDURES

- A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
 - 1. Substitution Request Form: Use CSI Form 13.1A
 - 2. Submit (3) three copies of each request for product substitution.
 - 3. Submit requests within (21) twenty-one days before critical order or delivery date to avoid extension of time.
 - 4. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 5. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
 - 6. Architect will review the proposed substitution and notify Contractor of its acceptance by Change Order. Response regarding non-acceptance will also be given to contractor.

1.5 CONTRACT MODIFICATION PROCEDURES

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.
- B. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work.
 - 1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or (20) twenty days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time.
- C. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- D. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701, for all changes to the Contract Sum or the Contract Time. See instructions to bidders for more detailed pricing procedure and directions.
- E. 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.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- F. 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.

1.6 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least (10) ten days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the schedule of values with Contractor's construction schedule.
 - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 2. Provide separate line items in the schedule of values for initial cost of materials and for total installed value of that part of the Work.
- B. Application for Payment Forms: Use OFFICIAL AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- C. Submit (3) three copies of each application for payment according to the schedule established in Owner/Contractor Agreement.
 - 1. A digital draft version in PDF form may be submitted for review prior to the expected submission date.
 - 2. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 3. Submit final Application for Payment with or proceeded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - a. Include insurance certificates, proof that taxes, fees, and similar obligations were paid, and evidence that claims have been settled.
 - b. Include consent of surety to final payment on AIA Document G707.
 - c. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Project Signage Allowance: Allow the sum of \$2,000 for materials and labor to build temporary 8 ft x 4 ft project sign.
- B. Project Stone replacement: Allow the sum of \$10,000 for materials and labor to replace spoiled stone base.

3.2 SCHEDULE OF UNIT PRICES

- A. All PRICE line items as requested on Bid Form

END OF SECTION 01 20 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- B. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI. Use forms acceptable to Architect and Owner.
- C. A Pre-Construction meeting shall be held at a location to be announced prior to commencement of the Work.
- D. Schedule and conduct progress meetings at Project site at biweekly intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.
 - 1. Record minutes and distribute to everyone concerned, including Owner and Architect.

1.2 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submit (4) four copies of each action submittal. Architect will return a minimum of 2 copies.
 - 3. Submit (3) three copies of each informational submittal. Architect will not return copies.
 - 4. Architect will discard submittals received from sources other than Contractor.
- B. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
 - 5. Number and title of appropriate Specification Section.

- C. Identify deviations from the Contract Documents on submittals.
- D. Contractor's Construction Schedule Submittal Procedure: Submit (2) two copies of schedule at least (5) five days prior to pre-construction meeting.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
 - 1. Manufacturer's written recommendations, product specifications, and installation instructions.
 - 2. Wiring diagrams showing factory-installed wiring.
 - 3. Printed performance curves and operational range diagrams.
 - 4. Testing by recognized testing agency.
 - 5. Compliance with specified standards and requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Include the following:
 - 1. Dimensions and identification of products.
 - 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 - 3. Wiring diagrams showing field-installed wiring.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
 - 1. If variation is inherent in material or product, submit at least (5) five sets of paired units that show variations.

2.2 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit (5) five copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within (5) five days prior to pre-construction meeting
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Architect will review each action submittal, make marks to indicate corrections or modifications required, will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Time Frame: Extend schedule from date established for the notice of award to the date of final completion of the building. This date is expected to be January 31, 2019.

- B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

END OF SECTION 01 30 00

SECTION 01 33 00 – DIGITAL SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals. All submittals must be received in digital format with the exception of physical samples and material submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require the Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require the Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual specification sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery to establish dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections. Send digital submittal schedule to Architect within 30 days from the notice to proceed. Schedule should be in a format which can be modified by the Architect.

1. Coordinate the Submittal Schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently in accordance with the complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format.
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.1 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. All submittals (with the exception of physical samples) shall be made in digital format (PDF) unless otherwise indicated. Any references to paper submittals in the technical specification sections shall be revised to indicate digital submittal format. All digital submittals shall be made through email, or posted to the project FTP site and an email sent to indicate that this has been posted for review. Submittals will not be logged in when posted to the FTP unless notification (email or written) is received by the Architect indicating this has been posted. Upon notification of posting and verification that the indicated information has been posted, the submittal will be logged in on the schedule and the review time will start on this date.

Coordination: Coordinate preparation and processing of submittals with the performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Submit Operation and Maintenance Manuals concurrent with action submittal.

- b. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on the Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise the Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Re-submittal Review: Allow 15 days for review of each re-submittal.
 4. Sequential Review: Where sequential review of submittals by the Architect's consultants, the Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- C. Identification and Information: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. All Contractor notes and marks shall be GREEN in color; all Architect's notes and marks shall be RED.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager (if applicable).
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of manufacturer.
 - h. Submittal number including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a sequential number (e.g., 061000-001). Re-submittals shall include an additional number followed by a decimal (e.g., 061000-001.01).
 - i. Drawing number and detail references, as appropriate.
 - j. Location(s) where product is to be installed, as appropriate.
 - k. Other necessary identification.

- D. Options: Identify options requiring selection by the Architect.
- E. Deviations: Identify deviations from the Contract Documents on submittals
- F. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Design Professional will return submittals, without review, received from sources other than the Contractor.
 - 1. Transmittal Form: Use the Contractor's office form.
 - 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal numbered consecutively.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 - 3. On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Re-submittals: Make re-submittals in same form and format.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from the Architect's action stamp.
- H. Distribution: Furnish digital copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals that are marked with approval notation from the Architect's action stamp.

PART 2 - PRODUCTS

1.1 DIGITAL SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and provide submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. All required submittals shall be made in a digital PDF format.
1. Any reference to paper copies of submittals within the individual specification sections shall be modified to reference the digital PDF documents with the exception of physical samples. For all specifications requiring physical samples, contractor shall submit a minimum of four (4) physical samples and as required by the individual specification sections.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule. Assemble each submittal individually and transmit each submittal using a digital PDF format transmittal form.
 3. Digital transmittals may be made via email or through an approved FTP site. Any submittal posted on an approved FTP site must be accompanied by a digital PDF email transmittal with delivery receipt for documentation.
 4. Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Mark with digital approval stamp (in GREEN) before submitting to Architect. Architect will provide review comments on digital PDF document and digital action stamp (in RED).
 5. Contractor shall maintain a record of each submittal on-site at all times. On-site copies of the submittals may be digital PDF documents or printed hard copies at the contractor's discretion. Submittal shall be made available to Architect or owner at all times.
 6. Closeout Submittals and Maintenance Material Submittals: Submit as digital PDF documents on flash drive or CD/DVD/
 7. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Permits, Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 8. Test and Inspection Reports Submittals: Submit as digital documents.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Submittal Package number and Submittal Item number.
 - b. Manufacturer's catalog cuts.
 - c. Manufacturer's product specifications.

- d. Manufacturer's written recommendations and installation instructions.
 - e. Standard color charts.
 - f. Statement of compliance with specified referenced standards.
 - g. Testing by recognized testing agency.
 - h. Application of testing agency labels and seals.
 - i. Notation of coordination requirements.
4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data concurrent with Samples.
 6. Submit Product Data in electronic (PDF) file format.
- J. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Submittal Package number and Submittal Item number.
 - b. Identification of products.
 - c. Schedules.
 - d. Compliance with specified standards.
 - e. Notation of coordination requirements.
 - f. Notation of dimensions established by field measurement.
 - g. Relationship and attachment to adjoining construction clearly indicated.
 - h. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
- K. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Submittal Package number and Submittal Item number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: For turnover purpose, submit four (4) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit four (4) sets of Samples. The Architect will return submittal with options selected.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- L. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Submit subcontract list in PDF electronic file.

- M. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- N. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- O. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- P. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

1.1 CONTRACTORS REVIEW

- T. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp (make notes and marks in GREEN) before submitting to the Architect.
- U. Approval Stamp: Stamp each submittal with a digital approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of the Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- V. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

1.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear the Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks in RED to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will return it if it does not comply with requirements.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Testing and inspecting services shall be performed by independent testing agencies under contract with the owner. Contractor is responsible for compensating, scheduling times for tests, inspections, and obtaining samples and notifying testing agency.
- B. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Architect for a decision.
- C. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum. The actual installation may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision.
- D. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 6. Names of individuals making tests and inspections.
 - 7. Description of the Work and test and inspection method.
 - 8. Complete test or inspection data, test and inspection results, an interpretation of test results, and comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 9. Name and signature of laboratory inspector.
 - 10. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- F. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.

- G. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents. No additional time will be given for any additional testing required by such non-compliance.
- H. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Promptly notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 - 2. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. Do not perform any duties of Contractor.
- I. Associated Services: Cooperate with testing agencies and provide reasonable auxiliary services as requested. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Security and protection for samples and for testing and inspecting equipment.
- J. 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 accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- K. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction.
- L. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Use Charges: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- B. Erosion- and Sedimentation-Control Plan: Submit plan showing compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Not used.

2.2 TEMPORARY FACILITIES

- A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

- C. Heating and Cooling: Provide temporary heating and cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- D. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.
 - 1. Illustration and information for an 8 ft x 4 ft project sign will be provided by architect.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.4 MOISTURE AND MOLD CONTROL N.A.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion.
- C. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions including changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract
 - 1. Submit (3) copies of each request for product substitution
 - 2. Submit requests a minimum 21 before critical order or delivery date to avoid extension of time
 - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals
 - 4. Identify product to be replaced and show compliance with requirements for comparable product requests. The following information should be included in each substitution request as applicable:
 - a) Coordination information, including a list of changes or modification needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution
 - b) Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - c) Product Data, including drawings and descriptions of products and fabrication and installation procedures
 - d) Samples, where applicable or requested
 - e) List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners
 - f) Material test reports from a qualified testing agency indicating and interpreting test results for compliance and requirements indicated
 - g) Research/evaluation reports evidencing compliance with building code in effect for the project
 - h) Include any changes to overall construction schedule if the proposed substitution is accepted.
 - i) Complete breakdown of costs indicating the cost amount to be added to or deducted from the Contract Sum in the proposed substitution is accepted
 - j) Contractor's certification that proposed substitution complies with requirements in the contract documents and is appropriate for application indicated
 - k) Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection by change order. Use product specified if the Architect does not issue a decision on use of a comparable product request.
- C. Comparable Product Requests:
1. Submit (3) copies of each request for comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
 2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed product with those of the Work specified
 3. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- D. Basis-of-Design Product Specification Submittal: Show compliance with requirements.
- E. Compatibility of Options: If Contractor is given option of selecting between two or more products, select product compatible with products previously selected.
- F. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 4. Store materials in a manner that will not endanger Project structure.
 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- G. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

2. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Where Specifications name a single manufacturer and product, provide the named product that complies with requirements.
 2. Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 4. Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements for "comparable product requests" for consideration of an unnamed product.
 5. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 6. Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements for "comparable product requests" for consideration of an unnamed manufacturer's product.
 7. Where Specifications name a single product, or refer to a product indicated on Drawings, as the "basis-of-design," provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- D. Unless otherwise indicated, Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of prints of the Contract Drawings as record Drawings. Mark to show actual installation where installation varies from that shown originally.
 - 1. Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- B. Operation and Maintenance Data: Submit (2) two copies of manual. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Include the following:
 - 1. Manufacturer's operation and maintenance documentation.
 - 2. Maintenance and service schedules.
 - 3. Maintenance service contracts.
 - 4. Emergency instructions.
 - 5. Spare parts list.
 - 6. Wiring diagrams.
 - 7. Copies of warranties.

1.2 CLOSEOUT PROCEDURES

- A. Substantial Completion: THERE WILL BE TWO SUBSTANTIAL COMPLETION PHASES. To be fair to the Site Development Contractor, there will be a substantial completion documented prior to the Pad being turned over to the Building Contractor. There will be a Substantial Completion at the culmination of the project once the entire scope of the project is completed. Before requesting Substantial Completion inspection, complete the following:
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, maintenance service agreements, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Submit record Drawings and Specifications, operation and maintenance manuals, property surveys, and similar final record information.
 - 6. ~~Deliver tools, spare parts, extra materials, and similar items.~~
 - 7. ~~Make final changeover of permanent locks and deliver keys to Owner.~~
 - 8. ~~Complete startup testing of systems.~~
 - 9. ~~Remove temporary facilities and controls.~~
 - 10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

11. Complete final cleaning requirements, including touchup painting.
 12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- C. Request inspection for Final Completion, once the following are complete:
1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- E. Submit a written request for final inspection for acceptance. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
1. Verify compatibility with and suitability of substrates.
 2. Examine roughing-in for mechanical and electrical systems.
 3. Examine walls, floors, and roofs for suitable conditions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.
- D. Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- E. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

- A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks.
- B. Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
- C. Engage a land surveyor or professional engineer to prepare a final property survey showing significant features (real property) for Project.
 - 1. At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.3 INSTALLATION

- A. 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.
 - 1. Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections to form hairline joints.
 - 2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 3. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations.
- C. 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.
- D. Use products, cleaners, and installation materials that are not considered hazardous.
- E. Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place. Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed.

3.4 CUTTING AND PATCHING

- A. Provide temporary support of work to be cut. Do not cut structural members or operational elements without prior written approval of Architect.
- B. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
2. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 CLEANING

- A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 3. Remove debris from concealed spaces before enclosing the space.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
 1. Remove labels that are not permanent.
 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
 4. Vacuum carpeted surfaces and wax resilient flooring.
 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
 6. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.6 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
 1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

END OF SECTION 01 70 00

IFB #1502-B: Site Development for Fire Station 4

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

1502-B: Site Development for Fire Station 4

Name of Project

Fayette County, Georgia

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

REFERENCES

ITB #1502-B: SITE DEVELOPMENT FOR FIRE STATION 4

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

**Fayette County, Georgia
Checklist of Documents to Return**

(Please return this checklist and the documents listed below with your submittal)

ITB #1502-B: SITE DEVELOPMENT FOR FIRE STATION 4

Company Information form _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Bid Bond _____

Completed Base Bid document _____

Exceptions, if any _____

References form _____

Signed addenda, if any are issued _____

COMPANY NAME: _____