



**DeKalb County
Department of Purchasing and Contracting**

June 25, 2018

**REQUEST FOR PROPOSALS (RFP) NO. 18-500490
FOR**

DESIGN, CONSTRUCTION AND DEMOLITION - TAG OFFICE

Procurement Agent: Jennifer Schofield
Phone: 404.687.4042
Email: jjshofield@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: **June 27, 2018, July 3, 2018**
4572 Memorial Drive, Decatur, Georgia 30032
Main Conference Room - A
(Bidders must attend 1 meeting on either of the dates listed.) (Meetings are held at 10:00 a.m. and 2:00 p.m.)

Video Conference: Utilize the link supplied on our webpage labeled “DeKalb First LSBE Video Meeting”

Pre-Proposal Conference: **July 16, 2018, 11:00 AM, Maloof Administration Building, MANDATORY**

Deadline for Submission of Questions: 5:00 P.M. ET, July 18, 2018

Deadline for Receipt of Proposals: 3:00 P.M. ET, July 31, 2018

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

TABLE OF CONTENTS

I.	INTRODUCTION.....	
A.	GENERAL INFORMATION	4
B.	REQUIRED DOCUMENTS CHECKLIST	5
II.	STATEMENT OF WORK.....	5
III.	PROPOSAL FORMAT.....	7
A.	COST PROPOSAL	7
B.	TECHNICAL PROPOSALS.....	7
C.	DeKalb First Ordinance	8
D.	Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance.....	9
IV.	CRITERIA FOR EVALUATION.....	9
V.	CONTRACT ADMINISTRATION.....	9
A.	Standard County Contract	9
B.	Submittal Instructions	10
C.	Pre-Proposal Conference	10
D.	Questions.....	10
E.	Acknowledgment of Addenda.....	10
F.	Proposal Duration	11
G.	Project Director/Contract Manager	11
H.	Insurance	11
I.	Incentive for Early Final Completion.....	13
J.	Liquidated Damages for Delay in Submittal of Detailed Design	13
K.	Liquidated Damages For Delay In Substantial Completion.....	13
L.	Time and Liquidated Damages for Delay In Final Completion	13
M.	Unforeseen Conditions and Rain Data	14
N.	Design Progress Review	14
O.	Payment and Performance Bonds	14
P.	Bid Bond (separate sealed envelope).....	14
Q.	Construction Contingency Fund	15
R.	A Guaranteed Maximum Price	15
S.	Expenses of Preparing Responses to this RFP.....	15
T.	Georgia Open Records Act.....	15
U.	First Source Jobs Ordinance	15
V.	Business License.....	15
W.	General Contractor’s License	16
X.	Ethics Rules.....	16

Y. Right to Audit.....	16
Z. Cooperative Procurement	17
VI. AWARD OF CONTRACT	17
ATTACHMENT A.....	
COST PROPOSAL FORM	19
LUMP SUM COST PROPOSAL FORM	21
ATTACHMENT B.....	
BID BOND FORM	24
ATTACHMENT C.....	
PROPOSAL COVER SHEET	26
ATTACHMENT D.....	
CONTRACTOR REFERENCE AND RELEASE FORM	27
ATTACHMENT E.....	
SUBCONTRACTOR REFERENCE AND RELEASE FORM	28
ATTACHMENT F.....	
DEKALB FIRST LSBE INFORMATION	29
EXHIBIT A.....	31
SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION	
OPPORTUNITY TRACKING FORM	31
CHECKLIST FOR GOOD FAITH EFFORTS	33
ATTACHMENT G.....	
RESPONDER AFFIDAVIT	38
ATTACHMENT H.....	
CERTIFICATE OF AUTHORITY – JOINT VENTURE	39
ATTACHMENT I.....	
FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT	40
NEW EMPLOYEE TRACKING FORM	41
BUSINESS SERVICE REQUEST FORM	42
EMPLOYMENT ROSTER	43
ATTACHMENT J.....	
PREFERRED EMPLOYEE TRACKING FORM	44
ATTACHMENT K.....	
SPECIFICATIONS	45
ATTACHMENT L.....	
SAMPLE COUNTY CONTRACT	135



DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

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FOR

Design, Construction and Demolition - TAG OFFICE

DEKALB COUNTY, GEORGIA

I. INTRODUCTION

A. GENERAL INFORMATION

DeKalb County Government (the County) is soliciting proposals from qualified, interested firms, with a minimum of five (5) years' experience in providing services of a similar size and scope to provide design, permitting, demolition of existing facility, and construction of a new facility for the County's Tag Office Design, Construction and Demolition - TAG OFFICE.

The Project design and construction shall be fully completed and ready for operational within 270 days from date of Notice to Proceed.

i. **County's Design/Build Objectives** – In developing this Project using the Design-Build process, the County intends to benefit from the knowledge and experience of Respondents in minimizing cost and maximizing performance. The County's objectives include:

1. Implement an effective safety program incorporating best industry practices.
2. Conformance to regulations (Federal, State, Local).
3. Keeping within the Guaranteed Maximum Price.
4. Optimization of the project schedule.
5. A working environment that emphasizes innovation, teamwork, and partnering between all Project parties.
6. Achieve an optimal balance of risk allocation between the County and the Design-Builder.

ii. **The Bridging Documents** – The Bridging Documents, including narrative, drawings and specifications, are included in Attachment K , Sections 1 through 12 .

B. REQUIRED DOCUMENTS CHECKLIST

Includes a list of attachments which **must** be completed and returned with Responder's technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate and sealed envelope from Technical Proposal)	A (pages 19-23)
Bid Bond Form (with Cost Proposal Form in separate and sealed envelope)	B (pages 24-25)
Proposal Cover Sheet	C (page 26)
Contractor Reference and Release Form	D (page 27)
Subcontractor Reference and Release Form (make additional copies as needed)	E (page 28)
LSBE Documents – Exhibits A and B	F (pages 31-37)
Responder Affidavit	G (page 38)
Certificate of Authority – Joint Venture (if applicable)	H (page 39)
First Source Jobs Ordinance (with Exhibits 1 – 4)	I (pages 40 -43)
New Employee Tracking Form	J (page 44)
Exceptions to the Standard County Contract, if any	
Business License	
General Contractor's License	

II. STATEMENT OF WORK

The successful responder shall provide all things necessary to provide Design, Construction and Demolition - TAG OFFICE for DeKalb County, Georgia as described in Attachment K, Statement of Work, attached hereto and included herein by reference.

DeKalb County Government (the County) is soliciting proposals from qualified interested firms to provide design, permitting, demolition of existing facility, and construction of a new facility for the County's Tag Office. The Project design and construction shall be fully completed and ready for operational within 270 days from date of Notice to Proceed.

The new DeKalb County Tag Office shall be located at 2117 Savoy Drive, Chamblee, Georgia 30341. The Tag Office will be approximately 5,420 gross sf, single story and less than 25'-0" tall. There is an existing concrete structure, with vehicular drives, currently on the site that will require demolition. The existing site is prone to flooding and a 100 Year FEMA Flood Plain is present, as shown in **EXISTING CONDITIONS, SITE PLANS & FLOOD MAPS as in Attachment K, Specifications, Appendix 12.2, Existing Conditions, Site Plans & Flood Maps.**

The intent of this project is for the Contractor to provide the DeKalb County Government with a “turn-key” Tag Office, completely ready for occupancy. All furnishings, other than computers and office supplies, shall be provided in the “turn-key” project, including appliances, furniture, teller stations, door hardware and security features. All utility connections to the facility, from the road or surrounding properties, shall be included. The contractor shall provide all permitting, fees, meters and taps for the project.

The purpose of this document is to provide a basis of understanding for the project, the design requirements, and to synthesize information procured by the DeKalb County Government into one document. Permitting shall be performed through the City of Chamblee.

The Design-Builder selected to complete this Project shall produce complete construction documents using the Bridging Documents, in Section 2 through 12, as guidelines to establish the basis for materials, system, products assemblies and acquire any and all permits, approvals, and inspections as required for the complete construction of this facility and site.

Note: The Design-Builder shall familiarize himself with existing conditions at the site prior to submitting a proposal. The Respondent shall also become familiar with local conditions as well as with Federal, State, and Local laws, ordinances, rules, and regulations affecting cost, work progress, or performance. The Respondent is responsible for notifying the County concerning conflicts, errors, or discrepancies in this RFP.

Design and construction is to be performed concurrently on a parallel path as design steps are completed by the Design-Builder and approved by the County. Design-Builder shall construct the project and conduct all necessary post-construction tasks.

Services to be provided by the Design-Builder include but are not limited to the following:

1. Develop the Project execution plan, including Project schedule.
2. Provide preliminary consultation and project analysis.
3. Provide preliminary design.
4. Provide detailed design.
5. Provide construction services in accordance to the proposed Project plans, and to render the Project and all its components operational, functional and legally usable for their intended purposes.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. COST PROPOSAL

1. The cost proposal and Bid Bond **must** be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for **Request for Proposals No. 18-500490** for **Design, Construction and Demolition - TAG OFFICE**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form (pages 19-23)*. **Responder shall not alter the cost proposal form.**

B. TECHNICAL PROPOSALS

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "**Request for Proposals No. 18-500490 for Design, Construction and Demolition - TAG OFFICE**" on the outside of each envelope or box.
2. Responder shall complete Attachment C, *Proposal Cover Sheet (page 26)*, and include this as the first page of the technical proposal.
3. Technical Approach:
 - a. Responders are required to describe the procedures and methods that will achieve the required outcome of the project as specified herein;
 - b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
 - c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
4. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;

- c. Include the anticipated use of subcontractors or vendors; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
5. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors; and
 - c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.
 6. Organizational Qualifications:
 - a. Describe Responder's experience, capabilities and other qualifications for this project;
 - b. How many years has Responder operated under current company name?
 - c. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
 7. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the statement of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) **The County will not accept a URL link to this information.** Provide year of incorporation (if applicable).
 8. References:
 - a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C.
 - b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.
 9. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. DeKalb First Ordinance

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and

teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, Felton Williams at fbwilliams@dekalbcountyga.gov or (404) 371-6312.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- a) Technical Approach to the Project (25 points)
- b) Cost (20 points)
- c) Project Management (10 points)
- d) Personnel (10 points)
- e) Organizational Qualifications (10 points)
- f) Financial Responsibility (10 points)
- g) References (5 points)
- h) Local Small Business Enterprise Participation (10 points)
- i) Optional Interview for Respondent Firms (10 points) – **bonus**

V. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment L), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document ***MUST*** be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped “Original”, five (5) compact discs/thumb drive with each containing an identical copy of the Technical Proposal (do not include the Cost Proposal on the discs); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on July 31, 2018:

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder’s name and **“Request for Proposals No. 18-500490 for Design, Construction and Demolition - TAG OFFICE”** on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Pre-Proposal Conference

A **mandatory** pre-proposal conference will be held **at 11:00 AM. on July 16, 2018** at **Maloof Administration Building, Main Conference Room**. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact **Jennifer Schofield** at **404.687.4042** or insert **jjshofield@dekalbcountyga.gov**.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative. Questions must be submitted to **Jennifer Schofield**, via email to **jjshofield@dekalbcountyga.gov**, no later than close of business on **July 18, 2018**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call **Jennifer Schofield** at **404.687.4042** or send an email to

jjshofield@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, <https://www.dekalbcountyga.gov/purchasing-contracting/bids-itb-rfps>.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Eighty (180) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Insurance

Prior to commencing work, the Design-Builder shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of XII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - a. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - b. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - c. Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - d. Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - e. Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - (1) \$5,000,000 per occurrence
 - (2) \$5,000,000 aggregate

2. Additional Insured Requirement:
 - a. The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the County and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
 - b. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
 - c. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.
4. Certificates of Insurance must be executed in accordance with the following provisions:
 - (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (b) Certificates to contain the location and operations to which the insurance applies;
 - (c) Certificates to contain Contractor’s protective coverage for any subcontractor’s operations;
 - (d) Certificates to contain Contractor’s contractual liability insurance coverage;
 - (e) Certificates are to be **issued** to: **DeKalb County, Georgia, Director of Purchasing & Contracting, The Maloof Center, 2nd Floor, 1300 Commerce Drive, Decatur, Georgia 30030**
5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
6. The Contractor agrees to carry statutory Workers’ Compensation Insurance and to have all subcontractors likewise carry statutory Workers’ Compensation Insurance.
7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the

Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. Incentive for Early Final Completion

The County desires to expedite construction on this Project to reduce the time of construction. In the event the Contractor completes and turns over the Project to the County in accordance with the terms of the Contract prior to the Contract deadline, the County will pay the Design-Builder an incentive payment in the Daily Value amount of **Five Hundred Dollars and Zero Cents (\$500.00)**.

J. Liquidated Damages for Delay in Submittal of Detailed Design

Design/Builder shall pay Owner the sum of **Five Hundred Dollars and Zero Cents (\$500.00) per day** for each day the Project remains out of compliance for submission of Detailed Design after 30 calendar days after Owner has authorized Design/Builder to commence with the Detailed Design.

K. Liquidated Damages For Delay In Substantial Completion

Design/Builder shall pay Owner the sum of **Five Hundred Dollars and Zero Cents (\$500.00) per day** for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date.

L. Time and Liquidated Damages for Delay In Final Completion

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed. Contractor shall fully complete the Work within 270 calendar days from the date of Notice to Proceed. Failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of **Five Hundred Dollars and Zero Cents (\$500.00)** for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract.

M. Unforeseen Conditions and Rain Data

During the course of the project, the Contractor is allowed a maximum of fifteen (15) days of Unforeseen Conditions, including rain delay. If weather conditions are the basis for a claim for additional time, such claim for additional time shall be documented by Rain Data that weather conditions were abnormal for the period of time and the Contractor shall provide the County the Rain Data information.

N. Design Progress Review

Periodic review of design progress will be conducted by the County at 30%, 60%, 90% and 100% completion. The County will review and return any comments promptly. The purpose of this review submission is to insure the County that the design continues to meet the user's needs. The time for which the County takes to review the submittals will not be charged to liquidated damages during this phase. Neither will it be charged to incentive for early completion. The Architect's clock shall restart the day after each return of comments.

O. Payment and Performance Bonds

Prior to the issuance of the Notice to Proceed, the successful Design-Builder will file with the County a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 et seq.

If the Proposal shall be accepted by DeKalb County and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of the insurance required, as stated in this RFP attached hereto within ten (10) days from the Notice of Award of the Contract, then the County may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond (or official bank check) shall be forfeited to the County as liquidated damages.

P. Bid Bond (separate sealed envelope)

Cost proposal must be accompanied, in the same sealed envelope, by a Bid Bond in an amount of not less than ten percent (10%) of the total price amount. The Bid Bond may be in the form of an official bank cashier's check payable to DeKalb County, or a Bid Bond in the form provided in the Bid Document Package, Attachment B (pages 24-25). The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" with a Financial Size Category of XII or better.

Q. Construction Contingency Fund

Cost Proposal shall include a \$100,000.00 Construction Contingency Fund. Contractor shall not be entitled to use this fund without written approval by the County. Contingency Fund is reserved by the County to address building and site expenses not if the county writes or references to \$100,000 contingency in the design build contract price.

R. A Guaranteed Maximum Price

Provide a Guaranteed Maximum Price on Attachment A., Cost Proposal Form.

S. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

T. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

U. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder’s proposal.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.worksourcedekalb.org or 404-687-3400.

V. Business License

Responder shall submit a copy of its current, valid business license with its proposal. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid

professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

W. General Contractor's License

As required by O.C.G.A. § 43-41-6, *et seq.*, a Respondent responding to this Request for Proposal must provide a copy of its Georgia General Contractor's License. The Georgia General Contractor's License must be issued in the name of the Respondent or in the name of its qualifying agent. If a proposed Respondent is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Respondent must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Proposal may result in the proposed Proposal being deemed non-responsive.

X. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

Y. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

Z. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

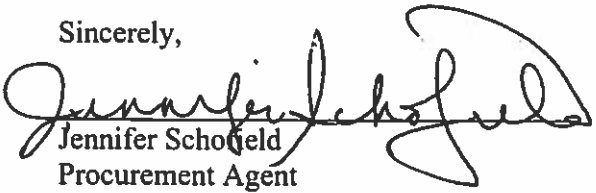
The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

The County reserves the right to be exercised in its sole and absolute discretion, include without limitation the right to:

1. Make one (1) award or multiple awards.
2. Require additional information from one or more Respondent(s) to supplement or clarify the Proposal(s) submitted.
3. Conduct investigations with respect to the qualifications and experience of each Respondent.
4. Visit and examine any of the facilities referenced in the Proposals and to observe and inspect the operations at such facilities.
5. Waive any defect or technically in any Proposal received.
6. Eliminate any Respondent who submits an incomplete or inadequate response or is not responsive to the requirements of this RFP.
7. Cancel this RFP in whole or in part with or without substitution of another RFP if determined to be in the best interest of the County.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,


Jennifer Schofield
Procurement Agent
Department of Purchasing and Contracting

Attachment A: Cost Proposal
Attachment B: Bid Bond Form
Attachment C: Proposal Cover Sheet
Attachment D: Contractor Reference and Release Form
Attachment E: Subcontractor Reference and Release Form
Attachment F: DeKalb First LSBE Opportunity Tracking Form
Attachment G: Responder Affidavit
Attachment H: Certificate of Authority – Joint Venture
Attachment I: First Source Jobs Ordinance Information with Exhibits 1 - 4
Attachment J: Preferred Employee Tracking Form
Attachment K: Specifications
Attachment L: Sample County Contract

ATTACHMENT A

COST PROPOSAL FORM

(consisting of **5** pages)

DESIGN, CONSTRUCTION AND DEMOLITION - TAG OFFICE

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal (pages 19-23) must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 18-500490, Design, Construction and Demolition - TAG OFFICE" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A

COST PROPOSAL FORM

Responder: State a FIRM FIXED LUMP SUM for all costs, direct and indirect, administrative costs, and all things necessary for *Design, Construction and Demolition - TAG OFFICE*.

A.) DESIGN, CONSTRUCTION & DEMOLITION PROPOSAL:

(State the amount in writing on this line.)

\$ _____
(State amount in figures on this line.)

B.) CONSTRUCTION CONTINGENCY:

ONE HUNDRED THOUSAND DOLLARS

(State the amount in writing on this line.)

\$ 100,000.00
(State amount in figures on this line.)

C.) TOTAL LUMP SUM PRICE (Add A+B)

(State the amount in writing on this line.)

\$ _____
(State amount in figures on this line.)

LUMP SUM COST PROPOSAL FORM

*****COST PROPOSAL AND THE BID BOND FORMS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

TO: The Governing Authority of DeKalb County, Georgia

The undersigned, as Respondent, declares that he has carefully examined the Document Package for RFP No. **18-500490, Design, Construction and Demolition - TAG OFFICE**, an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that he proposes and agrees that if his Cost is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the "Base Bid." The Base Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Response date. Without limitation, the Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, and profit.

(State amount in words on this line)

(\$ _____)
(In figures)

Attached hereto is Bid Bond made by _____
_____, a surety company listed in the most
current Us Treasury Circular No. 570 and licensed to write surety bonds in the State of
Georgia, payable to DeKalb County, Georgia (or official bank check), in the amount of
ten percent (10%) of the above Bid, to-wit: \$_____.

If this Cost shall be accepted by DeKalb County and the undersigned shall fail to execute
a satisfactory contract in the form of said proposed Contract, give satisfactory
Performance and Payment Bonds, or furnish satisfactory proof of the insurance required,
as stated within ten (10) days from the Notice of Award of the Contract, then the County
may at its option, determine that the undersigned abandoned the Contract and thereupon
this Response shall be null and void, and the sum stipulated in the attached Bid Bond (or
official bank check) shall be forfeited to the County as liquidated damages.

Respondent declares its intent to subcontract the portion of the Work as below stated.
Bidder understands and agrees that the use of any Subcontractor not listed below shall be
strictly prohibited without prior written approval from the County. (List the names of all
subcontractors and the work to be performed by the subcontractor on the lines provided
below.)

Respondent further declares that the full names and residence addresses of all persons and parties interested in the foregoing Response as principals are as follows:

Respondent declares further that it is / is not a DeKalb County Firm.

Signed, sealed, and dated this _____ day of _____, 20____.

By: _____ (SEAL)
Signature

Print Name of Signer

Title of Signer

Name of Business Entity Submitting Bid

Respondent's Street Address

Respondent's City, State and Zip Code

Respondent's Phone Number

Respondent's Fax Number

Respondent's E-Mail Address

ATTACHMENT B

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, _____

(hereinafter called the Principal) and _____

(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto DeKalb County, Georgia, in the full and just sum of 10% of the Principal's Bid good and lawful money of the United States of America, to be paid upon demand of DeKalb County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to DeKalb County, Georgia, a Bid for *(insert name of the Project)* _____
_____.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within sixty (60) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by DeKalb County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond and Payment Bond payable to DeKalb County, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to DeKalb County and furnish satisfactory proof of the insurance required, then this obligation to be void; 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 aforesaid DeKalb County, 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.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

**ATTACHMENT C
PROPOSAL COVER SHEET**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for 18-500490, Design, Construction and Demolition - TAG OFFICE described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>July 31, 2018 until 3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT D
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT E
SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT F
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS (A-B)**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained **20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.**

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20%

LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as "Exhibit A".) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with "Exhibit A". The certified vendor list establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION OPPORTUNITY TRACKING FORM

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME
 BIDDER/PROPOSER _____

SOLICITATION NUMBER: **18-500490**

TITLE OF UNIT OF WORK – **Design, Construction and Demolition - TAG OFFICE**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 ___LSBE-DeKalb ___LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as “Exhibit B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D

**DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS**

A bidder/proposer that does not meet the County’s LSBE participation benchmark is required to submit documentation to support all “Yes” responses as proof of “good faith efforts.” Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:

- (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____

(Name of Prime Contractor Firm)

From: _____ **LSBE –DeKalb** **LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

ITB Number: 18-500490

Project Name: Design, Construction and Demolition - TAG OFFICE

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT H

**CERTIFICATE OF AUTHORITY – JOINT VENTURE
(Separate Certificate to be submitted by each joint venture partner)**

I, _____, ⁽¹⁾ certify that:

1. I am the _____ ⁽²⁾ of _____, ⁽³⁾ (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for _____ *(insert Project Name)*;
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Invitation to Bid or Request for Proposal No. **18-500490** was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE:

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL

ATTACHMENT I
FIRST SOURCE JOBS ORDINANCE INFORMATION
(WITH EXHIBITS 1 – 4)

EXHIBIT 1

FIRST SOURCE JOBS ORDINANCE ACKNOWLEDGEMENT

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an ***Employment Roster*** and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 2

NEW EMPLOYEE TRACKING FORM

Name of Bidder _____
Address _____
E-Mail _____
Phone Number _____
Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring:

Type of Position (s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline

Please return this form to WorkSource DeKalb, fax (404) 687-4099 or email to FirstSourceJobs@dekalbcountyga.gov.

FIRST SOURCE JOBS ORDINANCE INFORMATION
EXHIBIT 3

BUSINESS SERVICE REQUEST FORM

Please note: We need one form completed for each position that you have available.

DATE: FEDERAL TAX ID:

COMPANY NAME: WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

CONTACT PHONE: CONTACT FAX:

CONTACT E-MAIL ADDRESS:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: (PLEASE INCLUDE A COPY OF JOB DESCRIPTION)

POSITION TITLE:

NUMBER OF POSITIONS AVAILABLE: _____ TARGET START DATE: _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other

SPECIFIC WORK SCHEDULE:

SALARY RATE(OR RANGE):

PERM TEMP TEMP-TO-PERM SEASONAL

PUBLIC TRANSPORTATION ACCESSIBILITY YES NO

IF SCREENINGS ARE REQUIRED, SELECT ALL THAT APPLY:

CREDIT DRUG MVR BACKGROUND OTHER _____

Please return form to: Business Solutions Unit (First Source)
774 Jordan Lane Bldg. #4
Decatur, Ga. 30033
Phone: (404) 687-3400
FirstSourceJobs@dekalbcountyga.gov

FIRST SOURCE JOBS ORDINANCE INFORMATION

EXHIBIT 4

EMPLOYMENT ROSTER DeKalb County

Contract Number: _____
Project Name: _____
Contractor: _____
Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

ATTACHMENT J

PREFERRED EMPLOYEE TRACKING FORM

Name of Proposer: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Do you anticipate hiring from the WorkSource DeKalb Preferred Employee Candidate Registry: Yes or No (Circle which applies.)

If so, approximate number of employees you anticipate hiring: _____

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring:

ATTACHMENT K
SPECIFICATIONS

1. DESIGN, DOCUMENTATION AND CONSTRUCTION ADMINISTRATION SERVICES:

The Contractor shall procure design, documentation and construction administration services from licensed design professionals, in the State of Georgia, for the following design trades: Civil Engineering, Landscape Architecture, Architecture, Interior Design (Including FFE & Signage), Structural Engineering, Mechanical Engineering, Plumbing Engineering, Fire Protection and Electrical Engineering, including Telecom, Audio Visual, and Security Design.

The design and construction documents shall meet all provisions required by the “Local Authority Having Jurisdiction” to secure a Building Permit, Land Disturbance Permits and Certificate of Occupancy. The design and construction documents shall comply with all Building Official, Fire Marshal and State Fire Marshal comments.

The design and documentation shall be produced using Building Information Modeling (BIM) and Autodesk Revit for the building design and Civil 3D or AutoCAD for the site and landscape design. A project manual shall be required, including specifications for all materials and systems shown on the construction documents, along with the applicable sections from the Contractor Procurement and General Requirement Divisions, Division 00 and 01 respectively. Specifications on the drawings shall not be allowed.

A cost estimate shall be provided by the Contractor at each major milestone and presented to the owner.

During construction, the architect and engineers of record shall be required to provide the following services:

- Review submittals, as required by the project manual.
- Answer RFIs from the Contractor and his or her sub-contractors, sub-sub-contractors, and material providers.
- Attend bi-weekly Owner/Contractor meetings.
- Provide bi-weekly site observations and submit field reports to the Contractor, for the submission to the DeKalb County Government.

1.01 SUPPLEMENTAL INFORMATION:

Concrete and asphalt materials from the project site shall be disposed of at the County’s Seminole Road Landfill, 4203 Clevermont Road, Ellenwood, GA 30294. The Contractor shall provide the County’s Project Manager an estimate of tonnage of disposal materials from the site prior to the commencement of the Work. The Contractor shall also provide copies of scale tickets from the landfill for proof of disposal.

For your convenience, the gate rate at Seminole Road Landfill is \$33.00 per ton. Contractor will need to set up a commercial landfill account at the Sanitation Administration Building, 3270 Leroy Scott Dr., Decatur, GA 30032. Items needed for the commercial landfill account include, completion of application, number of truck(s) that will be transporting the materials to the landfill. There is a fee of \$5.00 per decal/per truck.

The Sanitation Department will be willing to waive the gate rate of \$33.00 per ton, mentioned above, with the following conditions:

- All material be separated – Concrete, rock, asphalt and transported separately.
- All loads must be clean – absolutely no contamination (no trash or C&D).
- Only reusable/recyclable material accepted for no charge.

Note: The Contractor will need to pay a gate rate of \$33.00 per ton for all garbage and construction and demolition (C&D) loads.

Retainage applies only to the Prime Contractor and not the designer.

It is not mandatory for the Contractor to list all non-LSBE subcontractor(s) with the proposal. However, this list is required within 72-hours from the date of Notice of Award. Keep in mind that the solicitation required is a Guaranteed Maximum Price. It is the Contractor's responsibility to carefully examine their price proposal to ensure accuracy.

If any Addenda are issued, the Contractor is allowed a minimum of 72-hours to review Addenda documents prior to the proposal due date. The Contractor shall acknowledge Addenda by signing and returning the Addendum form with the proposal.

2. CIVIL:

1. The proposed project site is for a DeKalb County Tag Office located at 2117 Savoy Drive, Chamblee, Georgia 30341. The project location is bounded by Savoy Drive to the north, an unnamed tributary to Nancy Creek to the south, and commercial properties to the east and west.
2. This project involves demolition of an existing building and parking lot. The proposed improvements include a 5,420 square foot building with associated parking. Access to the facility will be via two existing driveway curb cuts on Savoy Drive. See Section 12.2 in the Appendix for the existing conditions and the proposed site plan.

2.05 FLOODPLAIN:

1. A considerable portion of the project site is within regulated FEMA floodplain (zone AE) and floodway (zone AE). See Section 12.2 in the Appendix for the FEMA firmette for the project area. Per FEMA regulations, no development may occur in the regulated floodway and any proposed structures must be a minimum elevation above the floodplain, as dictated by the local floodplain ordinance.

2.10 SITE CLEARING / DEMOLITION:

1. Existing buildings, paving, landscaping, and trees will be removed as needed to facilitate installation of the proposed facility. The Contractor shall visit the project site location, prior to bid.
2. There are no as-built drawings of the existing parking structure to be demolished.
3. The County will not allow additional time for the demolition contractor to create a plan to demolish the structure.

2.15 SITE LAYOUT:

1. See Section 12.2 in the Appendix for the proposed project site plan.

2.20 SITE EARTHWORK:

1. Site grading must meet all FEMA floodplain/floodway regulations and requirements.

2.25 POTABLE WATER SYSTEM:

1. Potable water (and irrigation service, if applicable) connection will be to municipal water supply, anticipated at the near the right-of-way of Savoy Drive. The final route and size of the building service connection will be determined during the design process.

2.30 FIRE WATER SYSTEM:

1. Fire protection water connection will be to municipal water supply, suspected to be near the right-of-way of Savoy Drive. The final route and size of the building service connection will be determined during the design process.

2.35 SANITARY SEWER SYSTEM:

1. Sanitary sewer service will connect to municipal sewer service, anticipated to be south of the proposed building location. The route and tie-in location of the sanitary sewer connection will be determined during the design process.

2.40 ACCESS ROADS AND PARKING:

1. Proposed customer and employee parking areas will be provided per the proposed site layout in Section 12.2 of the Appendix.
2. Parking specifics will be determined during the design process and should meet all local, state, and federal requirements. However, a minimum of fifty four (54) standard 9'x18' parking spaces shall be provided, with a minimum of six (6) ADA handicap accessible parking spaces and an additional three (3) van loading areas.
3. All pavements shall be designed based on anticipated traffic loading.
4. A 6 ft. tall, vinyl coated black, security fence shall be provided, with a keycard access sliding gate, around the employee/staff parking only.
5. The parking lot shall be fully illuminated with adequate lighting as per code, along with all sides of the building, for both employee and customer safety.
6. A pedestrian access gate will also be provided to right of way.

2.45 STORMWATER MANAGEMENT/DRAINAGE:

1. Stormwater management facilities must be designed to meet all local, state, and federal requirements.
2. These include, but are not limited to, stormwater quantity and quality requirements, and FEMA floodplain and floodway regulations.
3. The extent of the grading activities will be better determined upon receipt of the survey during the design process. Grading must ensure positive drainage away from the proposed building.
4. It is anticipated that this project will exceed one acre of disturbance; thus, permitting under the NPDES General Stormwater Permit is required.

2.50 LANDSCAPING:

1. Refer to Section 3 of this document for landscaping. Landscaping shall be provided to meet local requirements and shall be low maintenance.

2.55 PERMITTING:

Necessary permits & approvals to be coordinated and paid for by the contractor include, but are not limited to;

1. City of Chamblee Land Disturbance Permit.
2. GSWCC Erosion & Sedimentation Control.
3. DeKalb County Water & Sewer.
4. County Stream Buffer Variance & EPD Stream Buffer Variance.
6. County Floodplain Administrator.
7. FEMA Regulatory Floodplain, including but not limited to, Conditional Letter of Map Revision, Letter of Map Revision, and No-Rise Certification.
8. Army Corps of Engineers Section 404 Permit.

3. LANDSCAPING:

1. The DeKalb County Tag Office landscape plans shall be signed and sealed by a landscape architect registered in the State of Georgia. All landscape plans shall be in accordance with the City of Chamblee's Unified Development Ordinance, with tree preservation and replacement regulations, and with special landscape requirements defined by the city zoning ordinances.
2. Planting details and additional landscape details shall be provided including, but not limited to, each type of planting detail, edging installation, boulder placement, maintenance strip, etc. The City of Chamblee maintains a series of tree planting details as indicated.
3. Required Landscape buffers or undisturbed buffers delineations shall be indicated on plans and regulations adhered to during the duration of construction. Buffer areas shall be protected and undisturbed throughout the duration of construction.

3.1 TREE PROTECTION AND RECOMPENSE:

1. A complete set of landscape plans will be completed including a tree survey and inventory plan, a tree protection plan, tree replacement plan and/or landscape plan.
2. All requirements shall be in accordance with the City of Chamblee's tree preservation and landscape ordinances.
3. All trees to be removed will be applied for through the City of Chamblee and provided permit prior to removal.
4. All remaining trees shall be denoted on site plans and protected by tree save fence during the duration of construction.

3.2 PLANTING BEDS:

1. Planting bed preparations will be graded to receive positive drainage at all times.
2. A 12" min. 18" max. wide maintenance strip at 6" min. depth will be located at the base of the building around the entire perimeter.
3. Planting beds will be prepared by loosening soils to a 12" depth and adding soil amendments prior to installing plant materials.
4. Planting beds will be planted with shrubs, perennials, and/or ornamental grasses spaced at the recommendation of the design professional.
5. All planting beds shall be mulched to prevent weed growth and seed germination from within the landscape areas.

3.3 PLANT MATERIALS:

1. Plant materials shall be selected based on the following items:
 - a. Plant materials requiring minimal maintenance after establishment that are naturalized or native to the Chamblee area are preferred.
 - b. Refer to the Guidelines posted by the City of Chamblee's landscape ordinance featured in Addendum 2.0 of the Chamblee UDO:
<http://www.chambleega.com/DocumentCenter/View/438>. Installation of plant materials as noted by the Georgia Exotic Pest Plant Council (<https://www.gaepcc.org/list/>) are prohibited.
 - c. Plants installed shall be good quality, healthy, vigorous, and free of any pests and disease.

- d. All trees shall be full headed and single or multi-trunked as specified in plans per selected species.
- e. Canopy trees will be installed to provide shade along sidewalks and in parking areas to reduce heat island effect and should be accommodated by a minimum of 200 square feet of soil space.

3.4 SODDING:

1. All sodded areas shall be prepped with providing topsoil 3" min. depth in all areas prior to installation of sod, and rototilling existing soil to a depth of 6 inches. Sod will be a low maintenance, warm season grass.
2. Sod installed on sloped areas steeper than 3:1 shall be staked to prevent movement until sod is securely established.
3. Sod shall be rolled (pressed evenly) to ensure the removal of air pockets between the roots and the native soils.
4. All areas within the limits of disturbance shall be stabilized with permanent vegetation upon completion where not treated with hardscape materials, planting beds, or sod.

3.5 WATERING AND MAINTENANCE:

1. Daily watering usage will adhere to all city regulations and restriction times.
2. If irrigation is to be installed, it shall be low flow and low evaporation rate system with head-to-head coverage.
3. Lawn areas and planting areas will be installed on separate zones. Watering periods shall adhere to any restrictions introduced due to climate conditions such as drought per city regulations.
4. Maintenance by the installer or other qualified service shall be performed for one year from time of completion to all plant materials.
5. Selective pruning shall be administered in all possible instances to prevent multiplied stem growth eliminating additional maintenance during the lifespan of the plants.
6. All tree pruning and maintenance shall be performed by a qualified service with a certified arborist.

4. ARCHITECTURE:

1. The architectural design intent of the DeKalb County Tag Office is for the facility to be functional, safe, aesthetically pleasing and easy to maintain.
2. Sustainability and environmentally conscious design and construction methodologies shall be employed. However, no LEED or building performance goals are required, unless mandated by a City or County ordinance or somewhere else in this document. The overall design shall include a building form, with either gabled or hip roofs, and masonry exterior walls. The overall building shell shall be 5,420 gross sf and the design shall match the floor plan shown in Section 12.3 of the Appendix.

4.05 BUILDING SHELL:

1. The overall building shell shall consist of exterior items, which include but are not limited to roofs, entry porches, exterior walls, windows, gutters, downspouts and doors.
2. A prefinished aluminum canopy, cantilevered and structured off of the main facility exterior wall, shall be provided along the entire front exterior wall face and over each exterior door.
3. The exterior walls shall consist of brick veneer, wall cavity, fluid applied air barrier, (2" min.) continuous rigid polyisocyanurate insulation, 8" nominal concrete masonry units (CMU), non-structural metal stud furring, batt insulation and painted 5/8" gypsum wall board (GWB).
 - a. The veneer of brick masonry shall be consistent on all sides of the building, with exception only to an architectural concrete masonry unit base (ACMU) wainscot.
4. At a minimum, ASHRAE 90.1 insulation requirements shall be maintained for exterior walls.
5. The brick veneer and ACMU wainscot shall include masonry ties, control joints, expansion joints, flashing, and weeps, as recommended by the Masonry Institute of America or the Brick Industry Association.
6. The roofs shall consist of standing seam metal roofing, Grace Ice and Water Shield across the entire roof surface, ½" roof cover board, (4" min.) rigid polyisocyanurate insulation, and steel decking on cold formed metal roof trusses. The roof slope shall be at least the minimum slope required by the roof finish manufacturer's written recommendation. At a minimum, ASHRAE 90.1 insulation requirements shall be maintained for the roof insulation, entirely above deck.
7. The glazing framing system (other than Teller Station glazing) and doors at the Entry Vestibule, Security Area, Public Area Corridor, Waiting Area and Exit Vestibule, along with all exterior windows, shall be anodized storefront aluminum with low E insulated glass units. Provide safety glazing at all locations required by the International Building Code (IBC) 2012, with Georgia Amendments. All non-storefront exterior personnel doors shall be painted hollow metal doors, with painted hollow metal frames. Door hardware, security and access control, shall be coordinated with the DeKalb County Government and the electrical portion of this document, prior to issuing a bid.
8. Steel lintels, required for door, window, or mechanical openings, shall be hot dipped galvanized.
9. Gutters and downspouts shall be prefinished metal, in a color that matches the roof, and sized for the appropriate site and storm conditions. Prefinished metal downspouts shall be tied to the stormwater drainage system, if applicable or if required, or discharging on concrete splash blocks.
10. All exterior windows shall have precast concrete sills, with drip edges and tops sloped to drain away from the window.

11. All exterior paint and sealant shall be suitable for the substrate application and exterior conditions. All paints shall meet the Master Painter Institute (MPI) for the application, substrate, and condition. Dissimilar metals shall be separated as to prevent galvanic corrosion.

4.10 PROGRAMMING REQUIREMENTS:

1. The Entry Vestibule, Security Area, Waiting Area and Exit Vestibule shall all be designed with efficiency and transparency in mind. It is critical that the security officer, seated at the desk, in the Security Area be able to monitor all activities, along with people going in and out of the facility. The interior walls of the Entry Vestibule, Security Area and Exit Vestibule shall be an Aluminum and Glass Storefront Window and Entry System. The security desk will require a work surface, with built in storage. Near the security desk, there will be a walk-through metal detector and a ticketing machine. An Entry Vestibule shall be required to maintain indoor air temperatures, as people enter and exit the facility. ADA compliant, automatic door opening and closing devices shall be provided at all public entry and exit doors. The Contractor shall provide for automatic sliding doors, in lieu of swing doors. At the Security Area, (4) networking connections are required. Power outlets are required to support desk equipment, the metal detector and the ticket machine. Provide a panic button at the Security Area desk. Motion sensors are required in the Waiting Area. All glazing at transaction areas will be polycarbonate, Level 3, bullet resistant glazing.
2. In the Waiting Area, there shall be space to accommodate at least (70) chairs. From the vantage point of a customer, seated in the Waiting Area seating, there will be (3) 42" or larger TV screens located along the bulkhead wall, above the polycarbonate, bullet-resistant glazing, with cable jacks and (2) LAN connections each. Blocking and support shall be provided in the wall to accommodate TV mounting brackets. Verify with the DeKalb County Government for the exact location. All public areas in the Waiting Area shall receive abuse-resistant gypsum board from the finished floor to 4'-0" above the finished floor.
3. The area with the Teller Stations will include (10) individual stations, including (1) ADA Handicap Accessible station for both the employee and the customer. Storage at each station will be located along the peninsula, with doors and pull out drawers. Cash drawers shall be installed, at each station, along the main desk side. Each station will be located behind polycarbonate, bullet-resistant glazing, with a speak-thru and a transaction tray in the countertop. The polycarbonate, bullet-resistant glazing will run from the countertop of each station to the bottom of a ceiling bulkhead above. The floor of the Transaction Station Area will be raised 12" minimum above the finished floor of the Waiting Area. Quad electrical outlets are required for each station with 20 amp circuits for every (2) stations. (6) network connections are required for each station. Provide a panic button at each Teller Station.
4. A transaction machine shall be located in the 24 Hour Kiosk room, located at the front of the building. The 24 Hour Kiosk room shall be well lit and storefront aluminum glazing shall be provided to allow for visibility. The intent is for the 24 Hour Kiosk room to be accessible at all hours to the public. A security camera will be required in the 24 Hour Kiosk room.
5. The Conference Room shall be located across from the Public Restrooms and shall accommodate a table for twelve (12) people. Chairs and a table shall be provided by the contractor. The entrance door to the Conference Room will be secured, via keycard access. There shall be (1) whiteboard for presentations, used as a writing surface and an optional

projection screen. A ceiling mounted projector shall be located above the conference table with a power and networking connection. A large format projection screen shall be provided for the projector. Four (4) network connections are required in the Conference Room, in the table and in the floor. There shall be a wall mounted, 55" or larger, TV located in the Conference Room.

6. Chairs with fabric shall be of a non-mildew, lice resistant fabric material.
7. The Property Tax Office will be secured by a door with keycard access but will be in close proximity to the Waiting Area. There shall be one (1) desk and two (2) guest chairs, plus one (1) desk chair for the staff. The Property Tax Office door shall have a full glazing lite. The door shall be self-closing and locking. Four (4) networking connections are required.
8. There shall be two (2) Unisex Restrooms for the public, located across from the Conference Room. Outside of the Restrooms, there shall be two (2) electric water coolers, one of which will be at standard height and the other at ADA height. Toilets shall be floor mounted. Each restroom shall receive a stainless steel framed mirror, grab bars (36", 42" and 18"), surface mounted automatic paper towel dispenser, surface mounted automatic soap dispenser, sanitary napkin disposal, trash receptacle, surface mounted toilet paper dispenser, wall hung lavatory with automatic faucet, baby changing station and lavatory pipe guards. Restrooms shall receive moisture resistant gypsum board at non-tiled areas and cementitious backer board behind tiled areas.
9. The Manager's Office shall be located in close proximity to the Waiting Area, with two separate entrances; one shall be from the secured staff area and the other shall be from the public Waiting Area. All doors to the Manager's Office shall be secured behind keycard access doors. There shall be one (1) desk and two (2) guest chairs, plus one (1) desk chair for the staff. The Manager's Office door shall have a full glazing lite but the glass shall be a one way mirror, with visibility only from the Manager's Office into the Waiting Area. The door shall be self-closing and locking. Four (4) networking connections are required.
10. A Future Office shall be provided and will be secured by a door with keycard access. There shall be one (1) desk and two (2) guest chairs, plus one (1) desk chair for the staff. The Future Office door shall have a full glazing lite.
11. The Breakroom will be accessible from the secured staff area only. There will be a resident base and gypsum wall built-in cabinetry with a solid surface countertop, double sink, dishwasher and full-size refrigerator. A microwave will be provided, either with its own support shelf from the wall cabinets or supported on the countertop. Verify with the DeKalb County Government Tax Office for the location of a wall-mounted TV. Blocking and support shall be provided in the wall to accommodate TV mounting brackets. Located within the Breakroom, there will be a Janitor's Closet with a small floor-mounted mop sink and a 24" stainless steel mop/broom rack. A metal shelf, with vinyl coating, shall be provided along the back wall of the Janitor's Closet for cleaning products and supplies. Provide two (2) four-top round tables with chairs for the breakroom. The TV in the Breakroom shall have a cable connection and power. Two (2) networking connections are required. (16) metal lockers shall be provided in the Breakroom for employees.
12. There shall be two (2) Unisex Restrooms for the employees, accessible from the secured staff area only. Toilets shall be floor mounted. Each restroom shall receive a stainless steel framed mirror, grab bars (36", 42" and 18"), surface mounted automatic paper towel dispenser, surface mounted automatic soap dispenser, sanitary napkin disposal, trash receptacle, surface mounted toilet paper dispenser, wall hung lavatory with automatic faucet and lavatory pipe guards.

Restrooms shall receive moisture resistant gypsum board at non-tiled areas and cementitious backer board behind tiled areas.

13. The Work Area shall be accessible from the secured staff area only. There shall be base and wall cabinetry along the Unisex Restroom wall, with a countertop and storage shelves above and below the countertop. Electrical outlets shall be required, with one (1) dedicated power connection for the copier. Four (4) networking connections are required.
14. The Cash Office shall be accessible from the secured staff area only, behind a door with keycard access. There shall be base cabinetry along one wall, with a countertop. Below the countertop there shall be base cabinet storage and pullout drawers, large enough for a cash drawer insert. Provide metal shelving along the opposite wall from the base cabinetry. The access door to the Cash Office shall be a dutch-door, with a shelf along the top edge of the bottom door panel. A large format display shall be required in the Cash Office, which shall be wall mounted. Blocking and support shall be provided in the wall to accommodate TV mounting brackets. Six (6) networking connections are required. Motion sensors are required in the Cash Room.
15. The Storage Room shall be accessible from the secured staff area only, behind a door with a cypher lock access. Adjustable metal shelving, with vinyl coating, shall be provided along three of the Storage Room walls.
16. The IT Room shall receive a plywood backing panel along the back wall to support telecom and LAN equipment. Terminate all network and phone connections within this room and provide required patch panels to meet the number of ports requested at end locations. A mini wall mounted server/IT rack (18u) and telecom switches are required. (8) individual dedicated electrical circuits are required.
17. Contractor shall verify with the DeKalb County Government on the location and manufacturer of CCTV Camera system as to conform with the County standard, installed at designated locations throughout the Tag Office.
18. Total "turn key" operation shall include building and all required County fiber optic connectivity and all State of Georgia connectivity to or better than current networking speeds in use. Sufficient time will be required to facilitate new circuit turn-up for State connectivity and County connectivity.

4.15 ADA COMPLIANCE:

1. All areas for the public and staff at the facility shall comply with the 2010 Americans with Disabilities Act (ADA) and all other accessibility standards required by the City of Chamblee, the DeKalb County Government and Georgia Amendments.

4.20 BUILDING SIGNAGE AND FLAGPOLE:

2. Signage and three (3) flagpoles shall be included within the "turn-key" project. Signage shall include digital street signage (non-scrolling type), building signage, directional signage in the parking lot and interior signage. If the flags on the flagpoles are removed at the end of each work day, flagpole lighting shall not be required. Otherwise, flagpole lighting, either on a manual or automatic switch, shall be provided.
3. The interior signage will be APCO or similar room identification signage with room numbers, room names and graphics. Room numbers and permanent room names will also be in Braille. Interior signage shall be provided at each room and shall meet ADA. All restroom signage shall

comply with ADA and all other accessibility standards required by the City of Chamblee, the DeKalb County Government and Georgia Amendments. Verify with the DeKalb County Government for their signage standards, prior to issuing a bid, ordering materials or construction.

4.25 TELLER STATION GLAZING:

1. At a minimum, each teller station window shall include the requirements outlined in the electrical portion of this document and a transaction tray in the countertop, 115V AC amplified Level 3 Bullet Resistant speak-through, with 18" mic extension, and polycarbonate bullet-resistant glazing. The glazing shall be Level 3 Bullet Resistant, capable of withstanding a 44 Magnum round.

4.30 DOOR HARDWARE:

1. Verify with the DeKalb County Government on which doors shall be keyed. Provide electronic security door locks, as shown in Section 12.3 of the Appendix, with Card Access (Keyscan) system. The system shall be an independent system, in conformity with the standard of DeKalb County and the card or badge shall be County issued. Verify with the DeKalb County Government on requirements for hardware, security and access control requirements, prior to issuing a bid, ordering materials or construction.

4.35 INTERIORS CONSTRUCTION:

- **Floors:** The Entry Vestibule and Secure Vestibule shall have a walk off, low profile mat, with carpet inserts. Public area floors, such as the Entry Vestibule, Security Area, Waiting Area, Exit Vestibule and Public Area Corridor shall be concrete slab-on-grade and shall have a polished concrete finish and anti-slip conditioner. Both the public and employee Unisex Restrooms, Breakroom and Cash Room shall have porcelain tile floors and bases. The Property Tax Office, Manager's Office, Future Office, Conference Room and Teller Station Area shall have heavy traffic carpet tiles, with 6" rubber bases.
- **Interior Walls:** The interior face of all Unisex Restroom walls shall have porcelain tile on 5/8" cementitious backer board, up to 5' feet above finished floor. Above the tile will be painted gypsum wall board with a 3-coat paint finish. The Breakroom wet wall will be treated similar to the Unisex Restrooms. All other interior walls shall be painted gypsum wallboard and have a 3-coat paint finish.
- **Ceilings:** Other than the Unisex Restrooms, for both the public and the employees, the ceiling height throughout the facility shall be 10'-0" minimum above finished floor. The Unisex Restrooms shall have a 9'-0" above finished floor ceiling height. Suspended acoustical panel and/or suspended gypsum board ceiling systems will be utilized in the finished spaces. Systems shall comply with Ceilings & Interior Systems Association, seismic zone for the building locations. Gypsum wallboard ceilings shall be provided in the Unisex Restrooms. All gypsum wallboard ceilings shall be painted flat white. All acoustical tile ceilings shall be 2x2, beveled tegular, white ceiling systems.

- **Doors:** Interior doors shall be factory finish flush solid-core doors with wood-veneer faces and painted hollow metal frames. All interior doors not requiring exit devices will have brushed chrome finished lever operated hardware meeting the County standards.
- **Paint:** All paint will have either low or no VOC content. All walls shall have minimum of 3-coat paint finish and no flat paint on walls. Meet MPI requirements for the application, substrate and condition.

4.40 ACOUSTICS:

1. All offices and the Conference Room shall be designed to minimize the impact of exterior noise. The interior partitions at all offices and the Conference Room shall be acoustically insulated to provide a minimum STC of 45. Acoustical ceilings shall be included to reduce reverberation and help “deaden” the spaces.

4.45 CABINETY AND CASEWORK:

1. AWI premium quality, plastic laminate finished casework, including consoles and counter work areas, shall be utilized in the Breakroom, Work Area, Teller Stations, Cash Room and Security Area. Solid surface countertops shall be utilized in these areas as well. All cabinetry shall contain zero formaldehyde glues and adhesives. The Teller Stations shall be built-in and have solid surface countertops. The teller station cabinetry shall have locking drawers and matching keys. Plastic laminate cabinetry shall have 3mm PVC edge banding. File cabinets will be part of the FF&E. Shelving shall be part of the casework package, unless a vinyl coated metal shelf.

4.50 WINDOW TREATMENT:

1. The window treatments shall be roller shades with 5% fabric. Manual chain operating system has adjustment-free steel ball chain with pulley engineered drive mechanism. Fascia, Fascia with Top and Back Cover.

4.60 FURNITURE AND FF&E:

1. All furniture shall be “turn key”, with all items on the floor plan, or listed in this narrative, included in the FF&E package. The Contractor shall coordinate and provide all data and electrical needs for FF&E package with the DeKalb County Government.
- Conference Room:
 - Conference Room table shall have 2 power modules with plug in, USB and data ports.
 - Twelve (12) Conference Room chairs
 - Conference Room table for twelve (12)
 - 4’ x 8’ projectable white board with attached tray
 - Projector

- Property Tax Office, Manager's Office and Future Office
 - One (1) 30" x 72" HPL laminate desk and one (1) 24" x 36" return for each office, PVC edge banding to match laminate. Grommets in desk and return.
 - Two (2) mobile file stations for each desk or station.
 - One (1) task chair for each desk or station that meets BIFMA requirement and is fully user adjustable, mesh back and 3 ½" cushion, fully ergonomic.
 - Two (2) guest chairs for each office
- Teller Stations
 - One (1) task chair for each teller station, that shall meet the same performance requirement as the offices.
 - Two (2) mobile file stations for each desk or station.
 - Five (5) additional task chairs shall be provided for the Teller Stations and the Security Area and two (2) mobile file stations shall be provided as well.
- Waiting Area
 - Seventy (70) Waiting Area chairs
 - Wall-saver back legs
 - Clean-out
 - Adjustable glides
 - Contoured back for comfort
 - Arm caps available in finished polypropylene
 - Vinyl seat and Crypton fabric on back
 - Two (2) Bariatric chairs shall be provided
 - Three (3) 42" or larger TV screens
- Breakroom
 - Two (2) 4' diameter HPL laminate Breakroom tables with 3mm PVC edge banding and powder coated x base.
 - Eight (8) Breakroom chairs to be provided. Poly plastic with chrome sled base and plastic glides
 - One (1) Clock by Peter Pepper products or EQ.
 - TV
- Restrooms (Public) (Each)
 - stainless steel framed mirror
 - grab bars (36", 42" and 18")
 - surface mounted automatic paper towel dispenser,
 - surface mounted automatic soap dispenser
 - sanitary napkin disposal
 - trash receptacle
 - surface mounted toilet paper dispenser
 - wall hung lavatory with automatic faucet
 - baby changing stations
 - lavatory pipe guards

5. STRUCTURE:

5.1 APPLICABLE BUILDING CODES:

- International Building Code, 2012 Edition with 2014, 2015, 2017, and 2018 Georgia Amendments. (IBC 2012)
- American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures (ASCE 7-10)

5.2 STRUCTURAL DESIGN CRITERIA:

The following design criteria shall be taken as minimum requirements. The engineer-of-record shall verify and use more stringent criteria if determined to be necessary.

Risk Category: II

Roof and Floor Loading:

Dead Loads: Actual weight of materials used
MEP allowance = 15 psf

Roof Live Load: 20 psf (reducible based on roof pitch & tributary area)

Floor Live Load: 100 psf (Not reducible)

Wind loads

Basic Wind Speed: 115 mph (ultimate)
Exposure: C
Gust Factor: 0.85

Seismic Criteria loads

Spectral Response Accelerations: S_s : 0.197 g
 S_1 : 0.092 g
 S_{DS} : 0.210 g
 S_{D1} : 0.147 g

Site Class: D
Seismic Design Category: C
Importance Factor: 1.0

Snow

Ground Snow Load: 5 psf
Importance Factor: 1.0

5.3 DESCRIPTION OF STRUCTURE

2. The building will be supported on a shallow, concrete foundation. Slab turndowns shall be used along the exterior walls with integral brick ledges. These turn downs shall be designed to support the weight of the CMU walls and brick veneer. The floor slab will consist of a 4-inch slab-on-grade with 6x6-W2.1xW2.1 reinforcement. Control joints will be provided in accordance with ACI requirements and the welded wire reinforcement will be continuous through the joint. Construction joints should be doweled with ¾-inch diameter, smooth dowels. All slab joints shall be cleaned and filled with sealant.
3. Exterior walls shall be design with load-bearing, 8-inch concrete masonry unit (CMU). Horizontal reinforcement shall consist of bond-beams with a minimum vertical spaced of 10'-0". In addition, horizontal ladder reinforcement of a minimum of 9-gauge shall be placed every 16" vertically. Vertical reinforcement shall be a minimum of #5 bars spaced 32" o.c., or an equivalent steel area with a different spacing, and be design for all in-plane shear, out-of-plane shear, and gravity loads. Lintels over wall openings can be designed with CMU bond beams or precast concrete lintels, as long as they are not visible in the final condition, and the engineer-of-record can demonstrate the wall system can adequately transfer the required out-of-plane loads into the CMU jambs. Control joints shall be placed in accordance with applicable building codes and recommendations from the National Concrete Masonry Association.
4. The roof system shall be designed with light-gauge, steel trusses, spaced a maximum of 6'-0" on-center. The allowable deflections of the trusses shall be limited to $[\text{span length}]/360$ (L/360). A maximum ambient temperature change of 120 degrees Fahrenheit. Each truss member shall be a minimum flange width of 1 5/8-inches and have a minimum base-material thickness of 0.0329-inches. A 1 1/2-inch deep, wide-ribbed roof deck shall be used to span over the light-gauge trusses. The minimum deck thickness shall be 20-gauge. Continuous ridge and valley plates that a minimum thickness as the roof deck shall be used.
5. The lateral load resisting system shall consist of ordinary reinforcement masonry shear walls. The roof deck shall be used a roof diaphragm and designed to resist all concurrent uplift and diaphragm shear loads. The roof deck fasteners shall be used with the same loads. Special attention needs to be given to the lateral load system and ensure a proper load path is designed from the roof diaphragm to the foundation, including connection between the roof deck and the top of CMU walls.
6. Interior partition walls shall be specified to accommodate the expected roof deflection. This can either be provided on the architectural or structural drawings.

6. MECHANICAL:

6.05 GENERAL CONDITIONS:

The purpose of the following section is to describe the mechanical systems.

A. Indoor Conditions

- Cooling season indoor design conditions will be 73°F (+/- 2°F) and 50 % relative humidity with a maximum of 55%.
- Heating season indoor design conditions will be 68°F (+/- 2°F) and passive humidity control.
- Per 2009 IECC(with Georgia Amendments) a 5° deadband shall be maintained between heating and cooling setpoints.

B. Maximum Noise Criteria

- Mechanical equipment, air distribution, and air terminals will be designed not to exceed above the noise levels below.
 - Offices: NC<35
 - Mech/Elec Rooms NC<35

6.10 INDOOR AIR QUALITY:

1. Indoor air shall be filtered, dehumidified and conditioned in accordance with the 2012 International Mechanical Code (with current Georgia Revisions). In addition, ventilation and exhaust shall meet or exceed the requirements of ASHRAE 62.1-2010.
2. The building mechanical systems shall be designed to minimize the infiltration of unconditioned outside air. In addition, spaces that could transmit fumes through the rest of the building will be exhausted and maintained at a negative pressure with respect to the rest of the building.

6.15 RELATED ELECTRICAL WORK:

1. All electrical components will be provided either with the mechanical equipment or as individually purchased items.
2. Electrical components include all control components, Variable Frequency Drive VFD's, starters, manual push buttons, emergency stops, disconnects, etc. Electrically operated equipment shall be connected as recommended by the manufacturer and as required by the National Electric Code. All equipment shall be provided with the correct NEMA rating dependent on the operating environment.
3. Electrical disconnects and starters will either be located directly on the equipment or in close proximity so that the proper lockout procedures can be visually verified by maintenance personnel at each piece of equipment.

6.20 MAIN HVAC SYSTEM – PACKAGED AIR-CONDITIONING UNITS:

1. Multiple small-capacity packaged units with appropriate zoning considerations shall serve the conditioned spaces. A separate zone shall be provided for the secured employee area; a separate zone shall be provided for the public areas, to include for the Security Area, Waiting Area, Teller Stations and the other public areas, accounting for the comfort zone of the number

of customers and employees in those areas at one time. Units will be factory fabricated and will be assembled in the field according to the manufacturers recommended assembly. They will have ducted supply and return.

2. Heating within the units will be provided by integral gas furnaces. Cooling within the units will be provided by packaged Direct Expansion (DX) coils.
3. Outdoor air intake will be handled by a separate refrigerant coil with an integrated hot gas reheat coil for preconditioning outside air before the supply coils. The air handling units will have MERV 13 filters.
4. The units will be located exterior to the building, either on grade or on the roof. This is dependent on the architectural designs of the roof. The layout of the equipment will allow for required service access around each air handling unit for maintenance. Units will be frame mounted with vibration isolation to minimize vibrations transferred to building and flexible connections to minimize vibration transfer into connecting ductwork and piping.

6.25 DEDICATED SPLIT SYSTEM AIR-CONDITIONERS:

1. Electrical and Telecommunications room that require year-round cooling will be served by a dedicated split system. The unit is independent due to the cooling requirement even in heating season.

6.30 DEDICATED EXHAUST AND VENTILATION:

1. The Restrooms, Janitor's Closet, and Breakroom will be exhausted using a centralized, ceiling-suspended mounted centrifugal exhaust fan.

6.35 AIR DISTRIBUTION:

1. Ductwork will be galvanized sheet metal installed per SMACNA Standards. Return, exhaust and supply ductwork will be low pressure ductwork. Low pressure ductwork will be sized based on a maximum friction loss of .08" water column loss per 100' of straight ductwork. Concealed duct work will be rectangular ductwork with the exception of round ductwork connecting to diffusers.
2. Smoke detectors will be provided in supply ductwork at air supply units over 2000 CFM. Type B dynamic fire dampers will be provided in all penetrations of fire rated walls. The rating shall match the wall penetrated. Smoke dampers will be provided at the penetration of smoke rated walls, as required.
3. All required duct accessories will be provided as part of the complete system. Manufacturer insulated, flexible ductwork will be used to connect hard ductwork to ceiling mounted diffusers and will have a maximum length of 5'-0".

6.40 REGISTERS AND GRILLES:

1. Grilles, Registers, and diffusers will be of heavy gauge steel construction and coated with baked on acrylic paint for a durable finish. Each grille, register, and diffuser will have a manual volume damper located in the ductwork for air balancing purposes, balancing dampers will be provided separately and installed in branch ductwork as required to properly balance the system.

2. Areas with lay-in ceiling will be a 24"x24" louver faced supply diffuser. Return and exhaust grilles will be a 24"x24" egg crate type. Supply diffusers will have a round neck and connected with flexible duct work. Exhaust grilles will have a direct rectangular hard duct connection.

6.45 DUCT INSULATION:

1. Insulation will be installed with proper vapor barrier to prevent infiltration of moisture, preventing the degradation of the resistance to thermal heat transfer between duct and indoor environments. HVAC insulation will meet or exceed the requirements as defined by IECC 2009 w/ GA amendments. Concealed supply and return ductwork will be insulated using blanketed or board type insulation. Insulation will have a factory applied metal jacket and joints and ductwork attachments will be sealed with mastic to protect the vapor barrier. Exhaust ductwork will not be insulated, unless noted otherwise. All insulation will be secured to avoid sagging.

6.50 TESTING, ADJUSTING, AND BALANCING FOR HVAC:

1. After completion of the installation of mechanical systems but prior to occupancy, a third party test and balance company (certified by AABC or NEBB) will test and balance the HVAC.

6.55 FACILITY NATURAL GAS PIPING:

1. A service pressure regulator will be provided to regulate natural-gas system pressure within the building to 0.5 psig or less. Both underground and above ground piping will be steel pipe with threaded joints.

7. PLUMBING:

1. The purpose of the following section is to describe the plumbing systems.

7.1 PLUMBING PIPING INSULATION:

Plumbing system piping to be insulated includes:

1. Domestic Hot Water Piping
2. Domestic Recirculating Hot-Water Piping
3. Sanitary Waste Exposed to Freezing Conditions
4. Storm Water Piping Exposed to Freezing Conditions
5. Roof Drains and Rainwater Leaders.
6. Supplies and Drains for Handicap-Accessible Lavatories and Sinks

7.2 DOMESTIC WATER PIPING:

1. Domestic water piping to be Type "L" Copper with brazed joints.

7.3 SANITARY WASTE AND VENT PIPING:

1. Sanitary Waste piping will be Hub-and-Spigot Cast Iron, and Vent piping to be PVC. Sanitary and venting will be provided to the appropriate fixtures listed in Plumbing Fixtures. Floor Cleanouts to be provided for maintenance.

7.4 STORM DRAINAGE PIPING:

1. Storm Piping to be Hub-and-Spigot Cast Iron.

7.5 FUEL FIRED DOMESTIC-WATER HEATERS:

1. Hot water for the facility will be provided by a gas fired, commercial grade atmospheric tank type domestic water heater. Domestic hot water to be stored at 140°F. A thermostatic mixing valve will be utilized to provide 110°F water to fixtures.

7.6 PLUMBING FIXTURES:

1. The following restroom fixtures will be provided:
 - Water closets to be floor mounted automatic flush valve with backup manual flush type and will be vitreous china.
 - Lavatories to be wall hung vitreous china with automatic sensor valves.
 - Breakroom sink to be dual basin, stainless steel top mount type.
 - Mop sink to be cast polymer type.
 - Drinking fountain to be wall hung, high-low type with water bottle filler in stainless steel.

8. FIRE PROTECTION:

1. Building Construction Type: IIB
2. Occupancy: Business B
3. Building Area: 5,147 sq.ft.

8.1 REGULATORY REQUIREMENTS:

- Georgia State Minimum Standard Fire Prevention Code (International Fire Code), 2012 Edition, with 2014 Georgia State Amendments.
- Georgia State Minimum Standard Building Code (International Building Code), 2012 edition, with 2014 and 2015 Georgia State Amendments.
- State of Georgia Chapter 120-3-3 "Rules of Safety Fire Commissioner, Rules and Regulations – January 1, 2015."
- NFPA 10 - 2013, "Standard for Portable Fire Extinguishers" as amended by 120-3-3.
- NFPA 101, 2012 Edition; "Life Safety Code" as amended by 120-3-3.

8.2 SYSTEM SUMMARIES:

1. Per the adopted building code (IBC) and Georgia Amendments (120-3-3), which references the 2012 Life Safety Code (NFPA 101), the building does not require an automatic fire sprinkler system, nor a fire alarm system due to the size of the building, the use of the building and number of occupants in the building. However, a Fire Alarm System has been requested by DeKalb County.
2. City of Chamblee and DeKalb County do not have local ordinances that supersede the above fire sprinkler or fire alarm requirements.

8.3 FIRE EXTINGUISHERS:

1. Fire extinguishers will be provided throughout the building, as required by IBC and NFPA 10.

9. ELECTRICAL:

1. The section shall provide requirements for the secondary power distribution system, grounding system, lighting and lighting control systems, power systems, telecommunication, and for access controls, security and CCTV systems rough-in. The design shall meet the requirements of NFPA 70 (2017), NFPA 101 (2018) and all state and local codes.

9.1: SECONDARY POWER

1. The Contractor and electrical sub-contractor shall coordinate with the local power utility company to provide power to the facility. The utility company shall extend primary power to a utility company provided pad mounted transformer located adjacent to the main Mechanical/Electrical Room and out of view from the public. The utility company shall provide the pad mounted transformer, transformer grounding and the transformer pad. The Contractor shall be responsible to pay all fees to the power utility company that is associated with this work. The recommended service to the building is 208 Volt, 3-phase, 4-wire. The electrical sub-contractor shall provide the C/T cabinet and meter socket for the utility provided meter. The electrical sub-contractor shall coordinate the meter mounting location and requirements with the local power utility.
2. The electrical sub-contractor shall provide the secondary conduit and conductors from the utility pad mounted transformer to the main Mechanical/Electrical room. All underground conduit shall be direct buried at 30" below finished grade. All underground conduit shall be schedule 40 PVC. The electrical sub-contractor shall trench and backfill as required and repair paved areas to match existing as required. All conduit below roadways shall be concrete encased in a minimum of 3" of reinforced concrete rated for 3000 PSI. The secondary service entrance conductors are permitted to be either copper or aluminum. Provide one 4"C for the power conductors and one spare 4"C with pullstring. Conduits shall be a minimum of 3" from each other. Provide tracer wire at 12" below finished grade. Conduit will transition to RGC before turning up into the main Mechanical/Electrical room.
3. The main enclosed circuit breaker shall be sized to accommodate a minimum of 12 watts per square foot or have a 250A MCB, whichever is greater and will be located in the Mechanical/Electrical Room. A generator with a generator connection sized at 100A will be provided on the exterior of the building near the main Mechanical/Electrical room. The generator shall be sized for the facility load, plus growth of the facility. Generator shall be designed to provide power to key systems, which shall include the IT Room equipment, lights, every other teller workstation, Lobby HVAC, 24 Hour Kiosk Area, and Security Area, including the metal detector. A 100A, 3-pole transfer switch will automatically transition power from the permanent generator to the utility feed fed through the main enclosed circuit breaker. Provide a 250A MLO panel in the main Mechanical/Electrical room to distribute power within the building and site. Provide at minimum 10% spare breakers and 10% space for future provisions in the main distribution panel. All panel busses shall be copper. All 600V cabling except for the service conductors into the building shall be copper only. Provide an external UL 1449, 3rd edition surge protection device on the main electrical distribution panel.
4. Provide supplemental panelboards to feed all loads within the space. Panelboards shall be limited to 42 poles. Supplemental panelboards within view of the circuit breaker that feeds

them shall be main lug only. Panelboards located in rooms not in the same room as the circuit breaker that feeds them shall have a main circuit breaker.

9.2: GROUNDING

1. Provide a neutral to ground bond within the main enclosed circuit breaker. Provide a main grounding bar in the main electrical room. Bond the main grounding bar to the main enclosed circuit breaker ground bus, structural steel, foundation rebar, domestic cold-water piping, the fire alarm control panel, the telecommunication main ground bar and to a grounding triad. All ground rods shall be copper clad, $\frac{3}{4}$ " x 10' minimum. Ground rods shall be installed a minimum of 10' from the building and 10' from each other. A ground loop is not required for this facility. The minimum size of any bonding conductor is #4 copper. Size all grounding and bonding conductors per NEC Article 250.
2. A lightning protection system is not required for this facility

9.3: LIGHTING

1. All interior and exterior lighting shall be LED. Provide 2'x2' or 2'x4' recessed volumetric troffers in areas with a lay-in ceiling. Provide suspended industrial type fixtures in areas with exposed ceilings. Provide recessed can lights in gypsum ceilings. Provide wall sconces over all exterior doors. All LEDs shall have a minimum CRI of 85 and 3500K color temperature.
2. Design on average to the following footcandle levels measured at 30" AFF. Lobby, Offices, Open Work Areas, Conference Rooms, Break Rooms and Telecom/Electrical Rooms shall be design between 35-50 footcandle average. Restrooms, Corridors and Storage rooms shall be designed between 15-20 footcandle average.
3. All interior lighting in finished spaces shall be dimmable and controlled by ceiling mounted dual technology manual on/automatic off vacancy sensors and controlled by wall mounted dimmer switches and above ceiling power packs. All interior lighting in unfinished spaces shall be controlled by wall or ceiling mounted dual technology vacancy sensors, except where forbidden by code.
4. Provide emergency battery backup in select fixtures and exit signs as required by NFPA 101. Wire all emergency battery backup and exit signs ahead of all local switching.
5. Provide site lighting in the parking lot and sidewalk areas. Parking light lots shall be mounted outside of the paved areas and shall be no higher than 14' AFG. Provide 36" bollard light fixtures along the sidewalk areas into the building. Design parking and sidewalk lighting to an average of 1-3 footcandles. All Exterior lighting shall be controlled by a hand/off/auto contactor with an astronomical timeclock.
6. Provide power to a monumental sign on the site.

9.4: POWER

1. Provide branch circuits for all mechanical and plumbing equipment dedicated to the building. Provide all disconnects, starters and/or VFDs as required. Provide conduit and conductors for all mechanical and plumbing equipment dedicated to the facility. Minimum conduit size allowed is $\frac{1}{2}$ "C. Minimum conductor size shall be #12 AWG. Conductors 10 AWG and smaller shall be solid conductors, conductors 8 AWG and larger shall be stranded conductors. Provide typed, permanent labels on all receptacles and light switches stating the circuit that feeds that

receptacle or light switch. Provide a typed, panelboard schedule. Provide engraved labels, black with white letters, for all panelboards and disconnect switches, this should include the name of the equipment and the circuit that feeds it.

2. MC Cable is permitted to be used concealed within the walls up to the local junction box above the ceiling. All homerun circuits shall be in EMT conduit. Provide a dedicated neutral for all circuits, sharing of neutral wires across phases is not permitted. Provide an insulated ground wire in all feeder and branch circuits, the use of metal conduit as a grounding conductor is not permitted. Provide GFI receptacles within 6 feet of any source of water. Provide exterior receptacles at each exterior door. Exterior receptacles shall have in-use lexan cover and will be GFI. Provide cover plates for all receptacles, data outlets and light switches, refer to architect for exact color of the cover plates.
3. Provide dedicated circuits to the refrigerator, microwave, dishwasher and garbage disposal as applicable in the breakroom. All rooms shall have a minimum of one duplex receptacle. All offices shall have a minimum of three duplex receptacles. Provide dedicated receptacles to copiers, fax machines, etc. Provide one dedicated double duplex receptacle for every two teller stations. Provide a duplex receptacle at 60" AFF at every TV location. Provide power in the conference room for a large wall mounted TV. Provide a power/data floor box below the conference table. Provide (2) 1-1/4" empty conduit with pullstring from the floor box to a junction box behind the TV and within 6" of the TV receptacle for future data and audio/visual cabling. Provide eight dedicated double duplex receptacles in the server room, two at the server rack location and six on the opposing or adjacent wall for future security, access control and CCTV head end equipment. Provide power to the 24-hour kiosk. All receptacles shall be mounted at 18" AFF, unless indicated otherwise. Provide a dedicated circuit for the fire alarm control panel. This circuit breakers shall be factory painted red and have a locking clip and shall be fed directly from the main electrical distribution panel. Provide a receptacle within 25 feet of all heating, air conditioning and refrigeration mechanical equipment. Provide automatic receptacle controls as required by ASHRAE 90.1 (2013). Provide one dedicated double duplex outlet for every two teller workstations. Provide two duplex receptacles in the Security room. Provide dedicated power for the metal detector and ticket machine. Provide clear labels, with typed black letters indicating panel and circuit number for all receptacles and light switches.

9.5: ACCESS CONTROLS, SECURITY & CCTV

1. Provide rough-in for a future access control system. Provide empty junction boxes with cover plates at 48" AFF on the door handle side at all exterior doors for keypad/card readers. Provide an empty junction box above each door on the side of the door opposite of the door hinge for electric door strikes. Provide 1" empty conduit from each junction box to a single junction box above finished ceiling on the secured side of the door. Provide empty 1" conduit from each above ceiling junction box back to the Telecom/Electrical Room routed above finished ceiling. Provide a dedicated 20A, 120V circuit for door access control power. Extend this circuit to each exterior door and label for use for future access control system. Provide pullstring in all empty conduit.
2. Provide rough-in for a future security system. Coordinate exact requirements with the owner during design. Provide rough-in for motion detectors in all exterior doors, common spaces, corridors, cash rooms and rooms with at least one exterior window and the kiosk room. Provide

rough-in for door contacts at all exterior doors. Provide rough-in for panic buttons at each cashier window and at the security guard station. All conduit shall homerun to the Telecom/Electrical room. Provide pullstring in all empty conduit.

3. Provide rough-in for a future CCTV system by Avigilon. Provide Rough-In for CCTV cameras in the open lobby, teller stations, in view of the interior 24-hour kiosk room, an exterior view of the kiosk, and on the exterior within 6 feet of all exterior doors. All exterior cameras shall be mounted at 96" AFF. All conduit shall homerun to the Telecom/Electrical room. Provide pullstring in all empty conduit. Provide a dedicated duplex receptacle and a telecom outlet rough-in in the Manager's office for CCTV Monitors.

9.6: TELECOMMUNICATIONS

1. Provide a turnkey telecommunications system with connectivity equal to or greater than current county and state 2018 network speeds. The electrical contractor shall coordinate with the local telecom utility. The contractor shall provide (2) 4" schedule 40 PVC conduits with (3) 1-1/4" innerduct in one of the 4" conduits from the Telecom/Electrical room to a closed bottom handhole located in the utility right-of-way. All underground conduit shall be direct buried at 18" below finished grade. The electrical contractor shall trench and backfill as required and repair paved areas to match existing as required. All conduit below roadways shall be concrete encased in a minimum of 3" of reinforced concrete rated for 3000 PSI. Provide temporary firestopping inside the conduits within the Telecom room. Provide pullstring in all empty conduit and innerduct. Conduits shall be a minimum of 3" from each other. Provide tracer wire at 6" below finished grade. Conduit will transition to RGC before turning up into the main electrical room.
2. The conduits shall turn up into the corner of the Telecom room nearest to the server rack and shall terminate a minimum of 4" AFF. Provide plywood on three sides of the Telecom/Electrical room. The plywood shall be mounted a minimum of 12" from the side walls and 8" AFF. The fire-retardant plywood should be painted with fire-resistant gray paint, do not paint over the plywood stamp. Provide a 19" mini wall mounted rack for servers with a minimum of 18 rack units. Bond the rack to the TMGB. Provide horizontal and vertical cable management within the rack. Provide sufficient CAT 6, 48-port patch panels for all data drops, plus 20% spare. Provide 1 RU of horizontal cable management between all patch panels. Provide a minimum of 50% space in the data rack to account for future owner provided data switches. Terminate jacks per local and state government requirements.
3. All horizontal cables shall be CAT 6 copper cables with a blue jacket. Provide a minimum of 12" slack of cabling at each end of the run. Label all outlets and cabling at each end of the run. The minimum size conduit for horizontal telecommunications cabling is 3/4"C. Provide single gang data outlets with two RJ-45 jacks in the following locations: At each teller station (minimum of 3), conference rooms (minimum of 2), property tax office (minimum of 2), Secure Cash Room (minimum of 3), office spaces (minimum of 2), common work areas (minimum of 2), Security Guard station (minimum of 2), breakroom (minimum of 2), and at each copier, fax machine, telephone and computer location. All outlets shall be mounted at 18" AFF and be located within 12" of a duplex power receptacle. Provide single gang outlet with cover plate at each TV location, mount at 60" AFF and be located within 12" of the TV power receptacle. Provide 3/4" conduit from the top of all outlet boxes to 6" above the ceiling. Provide J-hooks back to the

Telecom Room. Provide (4) 4" sleeves from the corridor into the Telecom Room. Provide a 20" x 4" x 1/2" Telecommunications main ground bar (TMGB) with pre-drilled holes on 2" standoffs within the Telecom Room. Provide a 1/0 cu ground in 1/2" conduit bonded to the main electrical ground bar located in the Mechanical/Electrical room. Provide a bond from the server equipment rack to the TMGB.

4. Provide a dedicated Ductless Split System for the Telecom Room.
5. Provide empty 1"C with pullstring from the Telecom room to the exterior monumental sign.

10. OUTLINE SPECIFICATIONS:

TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

000101 - Project Title

003132 - Geotechnical Data

011000 - Summary

011600 – Special Provisions

014525 – Structural Testing/Inspection Agency

DIVISION 02 - EXISTING CONDITIONS

024116 - Structure Demolition

DIVISION 03 – CONCRETE

031000 – Concrete Formwork

032000 – Concrete Reinforcement

033000 – Cast-In-Place Concrete

DIVISION 04 – MASONRY

042200 – Structural Concrete Masonry

042614 – Masonry Veneer

DIVISION 05 - METALS

051000 – Structural Steel

052000 – Steel Joists and Joist Girders

053000 – Metal Decking

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

061000 – Rough Carpentry

061600 - Sheathing

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 21 00 – Thermal Insulation

072600 - Vapor Barriers and Retarders

072500 – Weather Barriers

076200 – Sheet Metal Flashing and Gutters and Downspouts

078413 - Penetration Firestopping

078443 - Joint Firestopping

079200 - Joint Sealants

DIVISION 08 -- OPENINGS

081000 – Interior Doors and Frames

081416 - Flush Wood Doors

084113 - Aluminum-Framed Entrances and Storefronts

087100 – Door Hardware

088000 - Glazing

DIVISION 09 -- FINISHES

092000 – General

092216 Non-Structural Metal Framing

092900 - Gypsum Board

093000 – Tiling

096813 - Tile Carpeting

099100 – Interior Painting

099100 – Exterior Painting

DIVISION 10 -- SPECIALTIES

101423.13 – Room Identification Signage

111430 – Exterior Dimensional Signage

102113 – Toilet Compartments

102800 – Toilet, Bath and Laundry Accessories

107301 – Aluminum Cantilevered Metal Canopies and Covers

DIVISION 11 – EQUIPMENT

113100 – Residential Appliances

DIVISION 12 – FURNISHINGS

12213 – Horizontal Louver Blinds

124813 - Entrance Floor Mats and Frames

DIVISION 13 – SPECIAL CONSTRUCTION

130700 – Bullet Resistant Transaction Window

DIVISION 22 - PLUMBING

22000 - General

220719 - Plumbing Piping Insulation

221116 – Domestic Water Piping

221316 – Sanitary Waste and Vent Piping

221413 – Storm Drainage Piping

223400 – Fuel Fired Domestic-Water Heaters

224213.13 – Commercial Water Closets

224216.13 – Commercial Lavatories

224216.16 – Commercial Sinks

224713 – Drinking Fountains

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23000 - General

237416.11- Small-Capacity Rooftop Air-Conditioning Units

238126 – Split System Air-Conditioners

233416 - Centrifugal HVAC Fans - Exhaust Fans

233113 - Metal Ducts

233300 - Air Duct Accessories

233713.23 - Registers and Grilles

230713 - Duct Insulation

230593 - Testing, Adjusting, and Balancing for HVAC

231123 – Facility Natural Gas Piping

DIVISION 26 – ELECTIRCAL

260000 – Electrical General Provisions

260519 – Low-Voltage Electrical Power Conductors and Cables

260526 – Grounding and Bonding for Electrical Systems

260529 – Hangers and Supports for Electrical Systems

260533 – Raceways and Boxes for Electrical Systems

260544 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling

260553 – Identification for Electrical Systems

260923 – Lighting Control Devices

262416 – Panelboards

262726 – Wiring Devices

262816 – Enclosed Switches and Circuit Breakers

263600 – Transfer Switches

265119 – LED Interior Lighting

265213 – Emergency and Exit Lighting

265613 – Lighting Poles and Standards

265619 – LED Exterior Lighting

DIVISION 27 – COMMUNICATION SYSTEMS

270100 – General Requirements for Communication

270526 – Grounding and Bonding for Communication Systems

270528 – Pathways for Communication Systems

271100 – Equipment Room Components

271123 – Communication System Cable Management & Telecom Room Ladder Rack

DIVISION 28 – SECURITY, ACCESS CONTROL, & VIDEO SURVEILLANCE SYSTEMS

281300 – Electronic Security Systems

282000 – Video Surveillance Systems

DIVISION 31 - EARTHWORK

311000 – Site Clearing

312000 – Earth Moving

312301 – Excavating, Backfilling and Compacting for Structures

DIVISION 32 - EXTERIOR IMPROVEMENTS

321216 – Asphalt Paving

321313 – Concrete Paving

323113 – Chain Link Fences and Gates

323300 – Site Furnishings

328400 - Planting Irrigation

329115 – Soil Preparation (Performance Specification)

329200 – Turf and Grass

329300 – Plants

END OF TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

000101 - Project Title

1. Bridging Documents Narrative
 - i. Project Name: DeKalb County Tag Office, 2117 Savoy Drive, Chamblee, GA 30314
 - ii. Owner: DeKalb County Government, Decatur, GA

003132 - Geotechnical Data

- A. This Document with its referenced attachments is part of the Procurement Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions.
- B. This Document is not part of the Contract Documents and is provided for information only.
- C. Reference: Environmental data for Project is available upon written request.
- D. Copies: Copies can be furnished at the cost of reproduction, postage, and handling, upon written request to. Such requests, accompanied by check for \$35 for processing shall be in the following form:

“Please forward a copy of the Environmental Report. In consideration for furnishing the report, the contracting firm herein named releases the Owner from any responsibility or obligation for the accuracy or completeness of work performed under the contract resulting from assumptions based on use of such report.”

- E. Report: Subsurface Exploration and Geotechnical Engineering Evaluation (Refer to Section 12.1 of the Appendix.)
Proposed Dekalb County Tag Office
Chamblee, Georgia
Matrix Engineering Project No. MEG301922

011000 - Summary

- A. General: The new facility will replace an existing building.
 1. The existing building is located at 1358 Dresden Dr., NE, Atlanta, GA 30319 and is outdated and requires frequent maintenance.
 2. The site of the new facility is located in a flood area.
- B. The Director of the DeKalb County Department of Facilities Management is the Point of Contact for the project and will, for all practical purposes, serve as the Owner's Representative with regards to all design and construction related activities on this project.
- C. The existing operation is functioning out of an outdated facility.
- D. The existing facility will be demolished under this contract, following occupancy of the new building, constructed under this contract.
- E. There is an existing raised parking deck and paving on the new project site that will require demolition.

F. The new facility will be approximately 5,420 gross sf and the program spaces will include an Entry Vestibule, Security Area, Waiting Area, Exit Vestibule, Conference Room, 24 Hour Kiosk, Property Tax Office, Unisex Restrooms, Teller Stations, Manager Office, Future Office, Breakroom, Mechanical Room, Work Area, Cash Room, Storage, IT Closet and Corridors. Refer to Section 12.3, Floor Plan in the Appendix.

G. All operational areas shall be separated from public access by secure walls, door and windows and shall have an access control, key-card only entry system.

H. The building will be an attractive add to the DeKalb County portfolio of facilities and shall have 3 flag poles with up-lighting.

I. Schedule:

1. The Project design and construction shall be fully completed and ready for operational within 270 days from date of Notice to Proceed.

J. Owners Budget Summary:

1. Site & Building - The bid shall include all General Conditions; OH&P, etc.

K. Site Description

1. The site is bounded by Savoy Drive on the north, an unnamed tributary to Nancy Creek on the south, and commercial properties to the east and west.

011600 – Special Provisions

A. The Owner’s Point of Contact, responsible for the project includes, but is not limited to:

1. The Owner’s Point of Contact will provide clarification and assistance to assist the Contractor in design and construction, and to establish and implement communication and coordination procedures between the County and the Contractor.

2. At the time of Bidding and Advertisement, the Owner’s Primary and ONLY Point of Contact is:

Jennifer Schofield
Procurement Agent
DeKalb County Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, GA 30030
P: 404.687.4042
jschofield@dekalbcountyga.gov

014525 – Structural Testing/Inspection Agency

A. The Owner will engage a Special Inspections Testing Agency.

B. Special Inspections will include:

1. Concrete Construction
2. Steel Construction
3. Concrete Masonry Unit Construction
4. Soil Construction

DIVISION 02 - EXISTING CONDITIONS

024116 - Structure Demolition

- A. The existing concrete slab, stairs and parking structure shall be demolished.
- B. Existing Paving –
 - 1. All existing site asphalt or concrete paving shall be demolished.

DIVISION 03 – CONCRETE

031000 – Concrete Formwork

- A. All exposed corners of concrete will have a chamfer or radius of $\frac{3}{4}$ ".
- B. Sides of turned-down slabs will be formed.

032000 – Concrete Reinforcement

- A. Reinforcing steel will conform to ASTM A615, Grade 60.
- B. Welded wire fabric will conform to ASTM A185.

033000 – Cast-In-Place Concrete

- A. Cast in place concrete will be normal weight.
- B. Concrete compressive strength ($f'c$)
 - 1. Footings will meet or exceed 3,000 psi.
 - 2. Slab on grade will meet or exceed 4,000 psi.
- C. The typical floor slab will be a soil-supported 4 inch thick concrete slab with WWF 6x6 – W1.4-W1.4.
- D. Load bearing walls will be supported by a continuous concrete footing.
- E. Non-load bearing concrete masonry unit walls will be supported by a thickened slab.

DIVISION 04 – MASONRY

042200 – Structural Concrete Masonry

- B. Exterior walls will be 8" thick normal weight concrete masonry units reinforced at 16" spacing.
- C. Interior load bearing walls will be 8" thick normal weight concrete masonry reinforced at 16" spacing.
- D. Concrete masonry units will have a compressive strength ($f'm$) which will meet or exceed 1,500 psi.
- E. Concrete masonry units will be grouted with 2500 psi coarse grout.
- F. The lateral load resisting system will include ordinary reinforced masonry shear walls.

042614 – Masonry Veneer

- A. Build mockup of typical wall area.
- A. Clay Face Brick: Facing brick complying with ASTM C 216.
 - i. Basis of Design Product: General Shale Preservation Red; Modular 6040006422.

ii. Provide product matching basis of design by one of the following manufacturers:

- a. General Shale
- b. Cherokee Brick and Tile Company
- c. Boral Bricks Inc.

iii. Grade: MW or SW.

iv. Type: FBS or HBS.

v. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested according to ASTM C 67.

vi. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."

vii. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.

viii. Application: Use where brick is exposed unless otherwise indicated.

B. Adjustable Masonry-Veneer Anchors:

ix. General: Provide anchors that allow vertical adjustment but resist a 100-lbf load in both tension and compression perpendicular to plane of wall without deforming or developing play in excess of 1/16 inch.

x. Basis-of-Design Product: Subject to compliance with requirements, provide Hohmann & Barnard, Inc; HB-213-2X Adjustable Veneer Anchor or a comparable product by one of the following:

a. Heckman Building Products, Inc.

b. Wire-Bond.

C. Flexible Flashing: Use one of the following unless otherwise indicated:

xi. Rubberized-Asphalt Flashing: Composite flashing product consisting of a pliable, adhesive rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.

- xii. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle Coatings & Waterproofing Inc.
 - b. Fiberweb, Clark Hammerbeam Corp.
 - c. Heckmann Building Products, Inc.
 - d. Hohmann & Barnard, Inc.
 - e. Polyguard Products, Inc.
 - f. W.R. Meadows, Inc.
- 2. Accessories: Provide preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

DIVISION 05 -- METALS

051000 – Structural Steel

- A. Structural steel material properties
 - 1. W Shapes will conform to ASTM A992, 50 ksi.
 - 2. Miscellaneous plates will conform to ASTM A36.
 - 3. High strength tension bolts will conform to ASTM A325.
- B. Structural steel roof framing will be provided to support joist framing at interior corridors. Estimated material requirement for primary members (joist, girders, framing) is 7 pounds per square foot of gross roof area. Material for secondary members (edge angles, bent plates, opening framing, joist bridging, etc.) is in addition to the above estimate.

052000 – Steel Joists and Joist Girders

- A. The roof deck will be supported by open web joists.
- B. Joists and bridging will be designed in accordance with the Steel Joist Institute (SJI) Standard Specifications.
- C. Joists will be open web k-series joists, or similar.

053000 – Metal Decking

- A. The roof system will include 1 ½” metal deck (galvanized, 20 gage).

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

061000 – Rough Carpentry

- A. Wood blocking and nailers.
- B. Plywood backing panels.
- C. Wood preservative treated lumber.
- D. Fire retardant treated lumber in roof and rated assemblies.

061600 - Sheathing

- A. Wall sheathing.
- B. Roof sheathing.
- C. Sheathing joint and penetration treatment.

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 21 00 – Thermal Insulation

- A. Board insulation will be provided perimeter foundation wall, exterior cavity walls, and roof construction.
- B. Acoustic batt Insulation will be installed in walls between offices and furring walls at exterior walls.

072600 - Vapor Barriers and Retarders

- B. 15 mil under-slab vapor barrier under concrete slabs.

072500 – Weather Barriers

- A. An air tight barrier assembly for the envelope of the new construction that is air impermeable but water vapor permeable.
- B. The air barrier will be a cold-fluid-applied elastomeric membrane similar to Grace Perm-A-Barrier system. The membrane will be applied to the outside surface of the sheathing.
- C. 07 42 16.05

076200 – Sheet Metal Flashing and Gutters and Downspouts

- A. Flashings will be Z-T Alloy coated copper sheets, ASTM B 370
- B. Gutters, Downspouts, Outlet Tube, and Conductor Head will be copper sheet, ASTM B 370.
- C. Half round gutters and round downspouts will be prefabricated. Conductor heads will be Windsor Conductor Head.

078413 - Penetration Firestopping

- A. Joint Firestopping" for joints in or between fire-resistance-rated construction, at exterior openings, wall/floor intersections, and in smoke barriers.

078443 - Joint Firestopping

- A. Joint Firestopping" for joints in or between fire-resistance-rated construction, at exterior openings, wall/floor intersections, and in smoke barriers.

079200 - Joint Sealants

- A. Nonstaining silicone joint sealants.
- B. Mildew-resistant joint sealants in moisture areas.
- C. Latex joint sealants.
- D. Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

DIVISION 08 -- OPENINGS

081000 – Interior Doors and Frames

- A. Hollow metal frames will have welded joints at exterior doors and knock-down joints at interior doors
- B. Interior doors will be stain grade structural composite
- C. Wood: plain sawn, white oak veneer
- D. Finish: transparent finish.

081416 - Flush Wood Doors

- A. Solid-core doors and transom panels with wood-veneer faces.
- B. Provide AWI Quality Certification Label
- C. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- D. Wood Species: White Maple.

084113 - Aluminum-Framed Entrances and Storefronts

- A. Exterior storefront and door framing system
- B. Exterior punched window openings.
- C. Interior window openings.
- D. Finish: Fluoropolymer 3 coat system.
- E. Size: 2" x 4" nominal, center glazed; thermally broken.

087100 – Door Hardware

- A. Sole Source Best Access Cylinders. Cylinders shipped directly to FMD Sole source locks: Best 1E74 X PAT. Shipped directly to FMD
- B. Finish: Satin

088000 - Glazing

- A. Glass for windows, doors, interior borrowed lites, and glazed storefront framing.
- B. Glazing sealants and accessories.
- C. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- D. Insulating-Glass Units: Factory-assembled 1 inch insulating glass units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E 2190.
 - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
 - 2. Spacer: Aluminum with black, color anodic finish
 - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

DIVISION 09 -- FINISHES

092000 – General

- A. Floors:
 - 1. Refer to Section 4 of this document.
- B. Base:
 - 1. Refer to Section 4 of this document.
- C. Walls:
 - 1. Refer to Section 4 of this document.
- D. Ceiling:
 - 1. Refer to Section 4 of this document.

092216 Non-Structural Metal Framing

- A. All interior walls not otherwise specified to be 20 ga metal studs @ 16" on center.

092900 - Gypsum Board

- A. Interior gypsum board.
- B. Exterior gypsum board for ceilings and soffits.
- C. Tile backing panels.
- D. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency. Provide 5/8 inch, Type X ASTM C 1396/C 139M.
- E. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

093000 – Tiling

- A. Toilet rooms floors and walls will receive tile. Floors will receive epoxy grout.

096813 - Tile Carpeting

- A. Carpet tiles will be provided in all offices; open work areas; conference rooms.

099100 – Interior Painting

- A. Final paint brush-outs will only be approved with final light fixtures and lamps in place. "Zero" VOC paints will be mandated.
- B. Paint Sheens: (Walls: eggshell / Painted Wood Trim: semi-gloss / Flat sheen is prohibited)
- C. All interior paint coatings shall be anti-microbial.

099100 – Exterior Painting

- A. Exterior painting to meet DeKalb County Standards for location, type, surface, and preparation.

DIVISION 10 -- SPECIALTIES

10 14 23.13 – Room Identification Signage

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".
- B. Sign system shall feature modular solutions for all required sign types, including but not limited to wall mounted personnel signs, work station personnel signs, primary room identification, directories, directional, overhead signs, projection wall signs, free standing signs, restroom signs, regulatory and information signs, stair signs and changeable slide conference room signs.
- C. Signs within the system shall feature the same family of components and convey a uniform look throughout.
- D. Basis of Design: APCO
- E. Frames/ HOLDERS: Aluminum extrusions shall contain a minimum of 50% post- consumer recycled content and shall be extruded in the USA. Modular sign holders shall accommodate any type of flexible insert material up to .095 inch (2.4 mm) thick.
- F. Braille / Tactile Components: PETG-backed photopolymer with raised characters and Braille of minimum 1/32 inch (0.8 mm) depth/thickness. Braille/tactile plaques shall contain a minimum of 40% recycled content.

111430 – Exterior Dimensional Signage

- A. Dimensional exterior signage letters and seal of fabricated metal construction, backlit.
- B. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, stretcher-leveled standard of flatness.
- C. Thermal Movements: For exterior. Allow for thermal movements from ambient and surface temperature changes.
- D. Differential Temperature Change:
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- E. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- G. Illuminated Characters: Backlighting character construction with LED lighting, including transformers, insulators, and other accessories for operability, with provision for servicing and concealing connections to building electrical system. Use tight or sealed joint construction to prevent unintentional light leakage. Space lamps apart from each other and away from character surfaces as needed to illuminate evenly.

1. Power: As indicated on electrical Drawings. If not indicated in the electrical Drawings provide 120 V, 60 Hz, 1 phase, 15 A.

Basis of Design: APCO

- H. Exterior signs will include exterior lighting.

102113 – Toilet Compartments

- A. Toilet partitions will be solid surface plastic HPDE, 1” minimum that are floor-mounted and head-braced with stainless steel hardware.

102800 – Toilet, Bath and Laundry Accessories

- A. Dispensers for soap, toilet paper, baby changing stations and paper towels will be Contractor Provided, Architect Specified and Contractor Installed.

107301 – Aluminum Cantilevered Metal Canopies and Covers

- A. Include design, fabrication, and installation of aluminum protective covers. Include columns, beams, decking, fascia and gutter
- B. Finish: factory applied baked enamel.
- C. Basis of Design: Wasco Skylights.
- D. Locations:
 - i. Along entire front façade and at all exit doors.
- E. Include lighting and GF electrical outlets at canopies.

DIVISION 11 – EQUIPMENT

113100 – Residential Appliances

- A. Break Room: An ice maker, commercial grade refrigerator, oven/stove, and countertop microwave.

DIVISION 12 – FURNISHINGS

12213 – Horizontal Louver Blinds

- A. Horizontal louver blinds with aluminum slats
 1. Exterior windows.

124813 - Entrance Floor Mats and Frames

- A. Walk-off carpet mat will be provided at front entry.

DIVISION 13 – SPECIAL CONSTRUCTION

130700 – Bullet Resistant Transom Window

- A. Custom prefabricated aluminum framed, bullet resistant glazed transom window system with secured transom pass through at the window transom point and a voice transmission device, transom drawer and shelf.
- B. Ballistic protection for 9mm, .40 caliber and .45 caliber.

DIVISION 22 - PLUMBING

22000 - General

E. General - Scope of Work

1. The purpose of the following section is to describe the plumbing systems.

220719 - Plumbing Piping Insulation

A. Plumbing system piping to be insulated includes:

1. Domestic Hot Water Piping
2. Domestic Recirculating Hot-Water Piping
3. Sanitary Waste Exposed to Freezing Conditions
4. Storm Water Piping Exposed to Freezing Conditions
5. Roof Drains and Rainwater Leaders.
6. Supplies and Drains for Handicap-Accessible Lavatories and Sinks.

221116 – Domestic Water Piping

- #### A. Domestic water piping to be Type “L” Copper with brazed joints.

221316 – Sanitary Waste and Vent Piping

- #### A. Sanitary Waste piping to be Hub-and-Spigot Cast Iron.
- #### B. Vent piping to be PVC.

221413 – Storm Drainage Piping

- #### A. Storm Piping to be Hub-and-Spigot Cast Iron.

223400 – Fuel Fired Domestic-Water Heaters

- #### A. Hot water for the facility will be provided by a gas fired, commercial grade atmospheric tank type domestic water heater.
- #### B. Domestic hot water to be stored at 140°F

224213.13 – Commercial Water Closets

- #### A. Water closets to be wall mounted automatic flush valve with backup manual flush type and will be vitreous china.

224216.13 – Commercial Lavatories

- #### A. Lavatories to be wall hung vitreous china with automatic sensor valves.

224216.16 – Commercial Sinks

- #### A. Breakroom sink to be dual basin, stainless steel top mount type.
- #### B. Mop sink to be cast polymer type.

224713 – Drinking Fountains

- #### A. Drinking fountain to be wall hung, high-low type with water bottle filler in stainless steel.

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23000 - General

A. General - Scope of Work

B. Indoor Conditions

1. Cooling season indoor design conditions will be 73°F (+/- 2°F) and 50 % relative humidity with a maximum of 55%.
2. Heating season indoor design conditions will be 68°F (+/- 2°F) and passive humidity control.
3. Per 2009 IECC (with Georgia Amendments) a 5° deadband shall be maintained between heating and cooling setpoints.

C. Maximum Noise Criteria

1. Mechanical equipment, air distribution, and air terminals will be designed not to exceed above the noise levels below.

Offices: NC<35

Mech/Elec Rooms NC<35

F. Indoor Air Quality

1. Indoor air shall be filtered, dehumidified and conditioned in accordance with the 2012 International Mechanical Code (with current Georgia Revisions). In addition, ventilation and exhaust shall meet or exceed the requirements of ASHRAE 62.1-2010.
2. The building mechanical systems shall be designed to minimize the infiltration of unconditioned outside air. In addition, spaces that could transmit fumes through the rest of the building will be exhausted and maintained at a negative pressure with respect to the rest of the building

G. Related Electrical Work

1. All electrical components will be provided either with the mechanical equipment or as individually purchased items.
2. Electrical components include all control components, Variable Frequency Drive VFD's, starters, manual push buttons, emergency stops, disconnects, etc. Electrically operated equipment shall be connected as recommended by the manufacturer and as required by the National Electric Code. All equipment shall be provided with the correct NEMA rating dependent on the operating environment.
3. Electrical disconnects and starters will either be located directly on the equipment or in close proximity so that the proper lockout procedures can be visually verified by maintenance personnel at each piece of equipment.

237416.11- Small-Capacity Rooftop Air-Conditioning Units

- A. Multiple small-capacity packaged rooftop units with appropriate zoning considerations shall serve the conditioned spaces. Units will be factory fabricated and will be assembled in the field according to the manufacturers recommended assembly.

- B. The air handling units will have MERV 13 filters. Heating within the units will be provided by integral gas furnaces. Roof layouts will allow for required service access around each air handling unit for maintenance.
- C. Cooling within the units will be provided by packaged Direct Expansion (DX) coils.
- D. Outdoor air intake will be handled by a separate refrigerant coil with an integrated hot gas reheat coil for preconditioning outside air before the supply coils.
- E. Rooftop units will be frame mounted with vibration isolation to minimize vibrations transferred to building and flexible connections to minimize vibration transfer into connecting ductwork and piping.

238126 – Split System Air-Conditioners

- A. Any Electrical or Telecommunications room determined to require year round cooling will be served by a dedicated split system.

233416 - Centrifugal HVAC Fans - Exhaust Fans

- A. The restrooms, janitor's closet, and break room will be exhausted using a centralized roof mounted centrifugal exhaust fan.

233113 - Metal Ducts

- A. Ductwork will be galvanized sheet metal installed per SMACNA Standards. Return, exhaust and supply ductwork will be low pressure ductwork.
- B. Low pressure ductwork will be sized based on a maximum friction loss of .08" water column loss per 100' of straight ductwork.
- C. Concealed duct work will be rectangular ductwork with the exception of round ductwork connecting to diffusers.
- D. Smoke detectors will be provided in supply ductwork at air supply units over 2000 CFM. Type B dynamic fire dampers will be provided in all penetrations of fire rated walls. The rating shall match the wall penetrated. Smoke dampers will be provided at the penetration of smoke rated walls, as required.

233300 - Air Duct Accessories

- A. All required duct accessories will be provided as part of the complete system.
- B. Manufacturer insulated, flexible ductwork will be used to connect hard ductwork to ceiling mounted diffusers and will have a maximum length of 5'.

233713.23 - Registers and Grilles

- A. Grilles, Registers, and diffusers will be of heavy gauge steel construction and coated with baked on acrylic paint for a durable finish. Each grille, register, and diffuser will have a manual volume damper located in the ductwork for air balancing purposes, balancing dampers will be provided separately and installed in branch ductwork as required to properly balance the system.
- B. Areas with lay-in ceiling will be a 24"x24" louver faced supply diffuser. Return and exhaust grilles will be a 24"x24" egg crate type. Supply diffusers will have a round neck and connected with flexible duct work. Exhaust grilles will have a direct rectangular hard duct connection.

230713 - Duct Insulation

- A. Insulation will be installed with proper vapor barrier to prevent infiltration of moisture, preventing the degradation of the resistance to thermal heat transfer between duct and indoor environments. HVAC insulation will meet or exceed the requirements as defined by IECC 2009 w/ GA amendments.
- B. Concealed supply and return ductwork will be insulated using blanketed or board type insulation. Insulation will have a factory applied metal jacket and joints and ductwork attachments will be sealed with mastic to protect the vapor barrier. Exhaust ductwork will not be insulated, unless noted otherwise. All insulation will be secured to avoid sagging.

230593 - Testing, Adjusting, and Balancing for HVAC

- A. After completion of the installation of mechanical systems but prior to occupancy, a third party test and balance company (certified by AABC or NEBB) will test and balance the HVAC and should be included in the GMP.

231123 – Facility Natural Gas Piping

- A. A service pressure regulator will be provided to regulate natural-gas system pressure within the building to 0.5 psig or less.
- B. Both underground and above ground piping will be steel pipe with threaded joints.

DIVISION 26 – ELECTRICAL

26000 – Electrical General Provisions

- A. General - Scope of Work Included
 1. Temporary service for construction.
 2. Electric motors
 3. Electric heaters unless otherwise noted on the drawings
 4. Control and interlock wiring for work furnished under other divisions, except where specifically required under this division.
 5. Access panels in walls or ceilings.
 6. Field finish painting, except for field painting of electrical material with paint supplied by the manufacturer of the material.
 7. Starters for certain items of equipment are furnished under other divisions for installation under this division.
- B. Codes, Rules and Regulations
 1. Comply with the following:
 - i. The edition of the National Electrical Code being enforced for this project by the local inspection authority.
 - ii. All applicable laws and ordinances.
 - iii. The rules and regulations of electric utility company serving the project applicable to the installation of service and metering equipment.
 - iv. The rules and regulations of the telephone company servicing the project applicable to the work required for routing telephone service into the facility.
 2. Give all necessary notices, obtain all required permits, and pay all inspection and other

fees required of the work.

C. Standards

1. The standards of the following organizations shall be applicable to the work:
 - i. The National Fire Protection Association (NFPA)
 - ii. Underwriters Laboratories (U/L)
 - iii. National Electrical Manufacturers Association (NEMA)
 - iv. American National Standards Institute (ANSI)
 - v. Institute of Electrical and Electronic Engineers (IEEE)
 - vi. Insulated Power Cable Engineers Association (IPECA)
 - vii. Illuminating Engineering Society of North America (IESNA)
 - viii. National Electrical Testing Association (NETA)
 - ix. National Electrical Contractors Association (NECA), Standard of Installation
 - x. American Society for Testing and Materials (ASTM)

D. Material

1. All materials shall be new, and shall comply with the indicated standards.
2. All material shall be UL labeled or UL listed, except where the material is of a type not included in the UL listing service, in which case the material shall comply with the other applicable industry standards and the contractor shall provide any examinations or certifications required by the local inspection authority in lieu of UL listing.
3. All material shall be of a suitable type and rating for the intended use, and shall be installed in conformance with the instructions and recommendations of the manufacturer.

260519 – Low-Voltage Electrical Power Conductors and Cables

- A. The low-voltage electrical power conductors and cables shall be rated for 600V and less.
- B. The conductor insulation shall comply with NMEA WC 70/ICEA S-95-658 for type THW-2, Type THHN/THWN-2, and Type XHHW-2.
- C. Metal-clad cable may be used local to each room, but may not be used as homeruns.

260526 – Grounding and Bonding for Electrical Systems

- A. Grounding shall be provided for the new building, communications systems, control systems, fire alarm system and lightning protection systems. The grounding shall serve as both power grounding and static safety grounding.
- B. The electrical power distribution system shall be grounded in accordance with NFPA 70 article 250. The new pad-mount transformer shall be grounded by a grounding ring provided by the utility company. The new service entrance ground shall be provided at the main enclosed circuit breaker.

260529 – Hangers and Supports for Electrical Systems

- A. Hangers and Supports shall be used for electrical equipment and systems.

260533 – Raceways and Boxes for Electrical Systems

- A. Raceways and boxes shall include conduit; pull, junction, and outlet boxes; and electrical cabinets.

260544 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling

- A. Electrical raceways and cable penetrations through floors and walls shall have sleeves and seals, and be fire-rated as required.

260553 – Identification for Electrical Systems

- A. Electrical systems shall be identified using typed, permanent labels, markers, tags, ties, bands, and signs.

260923 – Lighting Control Devices

- A. Lighting control devices shall include manual toggle switches and dual technology occupancy sensors.
- B. Bath fans shall be on separate occupancy sensors than bathroom lights, so timing can be set differently for each item.
- C. Occupancy sensors shall be installed per ASHRAE 90.1-2013 in bathrooms, locker rooms, break rooms, non-occupied rooms, offices, storage rooms, conference rooms, and training rooms.
- D. Exterior lighting shall be control by a HOA contactor with an astronomical time clock.

262416 – Panelboards

- A. Three phase distribution, lighting, and appliance branch-circuit panelboards shall be provided.
- B. Panels shall have typewritten directories.
- C. Panelboards on one project are to be the product of one manufacturer.
- D. Panelboards shall be provided with 20% spares.

262726 – Wiring Devices

- A. Wiring devices shall include switches, receptacles, lighting-control devices, and plates.

262816– Enclosed Switches and Circuit Breakers

- A. Fusible, non-fusible, and shunt trip switches and enclosures shall be provided.

263600 – Transfer Switches

- A. An automatic transfer switch shall be provided for generator.

265119 – LED Interior Lighting

- A. Interior lighting shall be LED.
- B. Ceilings over 12’ shall contain lighting with minimum seven-year lamp life.

265219 – Emergency and Exit Lighting

- A. Emergency lighting shall be LED type fixtures, and provided for emergency egress, in corridors, open office spaces, Telecom/Electrical room and any other room with more than 2 means of egress and/or as required by NFPA 101.

265613 – Lighting Poles and Standards

- A. Lighting poles shall be aluminum unless otherwise specified. Verify color with the architects.

265619 – LED Exterior Lighting

- A. All exterior lighting shall be LED fixtures.
- B. Monument signs shall be lit.
- C. Flag poles shall be lit by recessed fixtures that are flush with grade with concrete collars or installed in a concrete pad.

DIVISION 27 – COMMUNICATION SYSTEMS

270100 – General Requirements for Communication

- A. The Communications Infrastructures installed and work performed under this Division of the Specifications shall include but not necessarily be limited to the following:
 - 1. Telecommunications conduits, raceways, cable tray, racks, cabinets and equipment mounting boards as indicated on the Drawings.
 - 2. Grounding and Bonding.
 - 3. Fire stopping as related to communication systems.

270526 – Grounding and Bonding for Communication Systems

- A. The work included under this Specification consists of furnishing all labor, equipment, materials, supplies and performing all operations necessary to complete the installation of a grounding and bonding system. The Contractor shall provide and install all of the required grounding and bonding material whether specifically addressed in the technical specifications or not.
- B. The work shall include, but not be limited to the following:
 - 1. Furnish and install all Grounding Conductors.
 - 2. Furnish and install all Grounding Lugs and Hardware.

270528 – Pathways for Communication Systems

- A. The work included under this Specification consists of furnishing all labor, equipment, materials, supplies and performing all operations necessary to complete the installation of the pathways for communication systems. The Contractor shall provide and install all of the required material whether specifically addressed in the technical specifications or not.
- B. The work shall include, but not be limited to the following:
 - 1. Furnish and install complete Conduit System – Reference Electrical Specifications.
 - 2. Furnish and install all Telecommunications Outlet Boxes.
 - 3. Furnish and install all Pull Boxes.
 - 4. Furnish and install all Velcro Straps and plenum rated plastic tie-wraps.
 - 5. Furnish and install complete J-hook Cable System.
 - 6. Furnish and install all conduit bushings and metal stud wall grommets.

271100 – Equipment Room Components

- A. The work included under this Specification consists of furnishing all labor, equipment, materials, supplies and performing all operations necessary to complete the installation.

- B. The work shall include, but not be limited to the following:
 - 1. Furnish and install all Equipment Racks.
 - 2. Furnish and install all Backboards.
 - 3. Furnish and install all Cable Management

271123 – Communication System Cable Management & Telecom Room Ladder Rack

- A. The work included under this Specification consists of furnishing all labor, equipment, materials, supplies and performing all operations necessary to complete the installation.
- B. The work shall include, but not be limited to the following:
 - 1. Furnish and install all Horizontal Cable Management.
 - 2. Furnish and install all Vertical Cable Management.
 - 3. Furnish and install Ladder Rack System.
 - 4. Furnish and install all Velcro Straps.

DIVISION 28 – SECURITY, ACCESS CONTROL, & VIDEO SURVEILLANCE SYSTEMS

281300 – Electronic Security Systems

- A. The contractor shall provide rough-in for the Intrusion Detection System and the Access Control system. At a minimum, provide all junction boxes, conduit, pullstring and provisions for power to allow for a 3rd party Intrusion Detection and Access Controls installer to provide a complete and functional system.

282000 – Video Surveillance Systems

- A. The contractor shall provide rough-in for the CCTV system. At a minimum, provide all junction boxes, conduit, pullstring and provisions for power to allow for a 3rd party CCTV installer (the Owner’s Contractor) to provide a complete and functional system.

DIVISION 31 - EARTHWORK

312301 – Excavating, Backfilling and Compacting For Structures

- A. The contractor shall proof roll the building area to identify soft soils using a fully loaded tandem axle dump truck (20 tons capacity) during a period of dry weather and under the observation of the geotechnical engineer.
- B. Slab on grade will be laid over a granular subbase. Granular subbase will be sound and free-draining, such as sand, gravel or crushed stone with less than 10% passing the 200 sieve. Maximum diameter shall be 1-1/2 inches.
- C. Foundations will bear on soil capable of supporting 2000 psf minimum.
- D. The elevation of the first floor is anticipated to match the surrounding grade. Retaining walls are not anticipated.

DIVISION 32 - EXTERIOR IMPROVEMENTS

321216 – Asphalt Paving

- A. Asphalt paving sections and installations to be per the recommendations of the geotechnical engineer based on subsurface investigation.

321313 – Concrete Paving

- A. Concrete paving locations, sections, and installations to be per the recommendations of the geotechnical engineer based on subsurface investigation and owner requirements.

323113 – Chain Link Fences and Gates

- A. Security fencing and gate to be coordinated with owner requirements and should be assumed to be, at a minimum, 6' high vinyl coated, black chain link with automated gates.

323300 – Site Furnishings

- A. Benches, bicycle racks, and trash receptacles shall be constructed with weather-resistance materials, matching site structures, and coordinated with owner.

328400 - Planting Irrigation

- A. Irrigation for landscape beds and lawn areas shall be coordinated with owner. System shall be designed to comply with water-use regulations, low precipitation rates, and head to head coverage. Irrigation warranty shall be coordinated with owner.

329115 – Soil Preparation (Performance Specification)

- A. Landscape areas shall receive imported premium planting soil amended with native soil. Lawn areas shall receive 4" topsoil premium amended into native soils.

329200 – Turf and Grass

- A. Turfgrass sod shall comply with "specifications for Turfgrass Sod Materials". Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted. Turfgrass warranty shall be coordinated with owner.

329300 – Plants

- A. Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List or Plant schedule. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated with in leaf and free of disease and defects. Warranty to be coordinated with owner.

12. APPENDIX:

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12.1 GEOTECHNICAL EXPLORATION REPORT AND SURVEY:

**SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALIATON
MATRIX ENGINEERING GROUP, Inc. REPORT
PROJECT NUMBER MEG301922
DATED: DECEMBER 2016**

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Note: If additional surveys or geotechnical exploration reports are required, the County will not provide them. Fee for these additional reports shall be included in the fee proposal.

SUBSURFACE EXPLORATION
AND
GEOTECHNICAL ENGINEERING EVALUATION

AT

*Proposed DeKalb County Tag Office
2117 Savoy Drive
Chamblee, Georgia*

Submitted to

Brown Design Group

**Mr. Coy Cooper, Jr. RA
Brown Design Group
3099 Washington Road
East Point, Georgia 30344**

PROJECT NUMBER: MEG301922
December 2016



**Matrix
Engineering
Group, Inc.**

engineers | special inspectors | construction consultants

EXECUTIVE SUMMARY

The following summarizes our findings and recommendations for the proposed development. For detailed information, references and context, refer to the appropriate section in the body of this report.

- ⊕ The project is located at 2117 Savoy Drive in Chamblee, Georgia. The proposed construction is one story new Tag Office facility with parking areas, driveways, and sidewalks. Demolition of the existing improvements including elevated post-tensioned slab, concrete columns, footings, retaining walls, and asphalt pavement will be required to facilitate the construction of the proposed Tag Office.
- ⊕ The site has been developed in the past and is currently occupied by a remnant of a previous development. The driveways, curbs/gutters, parking areas, concrete foundations, concrete walls, columns and slab are still present on site. The site slopes from the northern boundary in a southerly direction from elevations on the order of 934 feet Mean Sea Level (MSL) to elevations of 924 at the southwestern corner of the site. An existing retaining wall in front of the existing building provides a grade separation between the existing driveway and the basement level with approximately relief on the order of 8 to 10 feet.
- ⊕ A total of eight (8) soil test borings, designated as B1 to B6 and HA1 to HA2 were performed throughout the subject site to explore the subsurface conditions and provide specific geotechnical recommendations for the proposed development.
- ⊕ Alluvium deposits and Man-made fill were encountered at most of the test borings. The thickness of this layer ranged between 8.5 and 20 feet BGS. The fill material generally consisted of very loose to medium dense, silty sand (SM). The consistency of the fill material ranged between 1 blows/ft (bpf) and 34 bpf. Organics and gravel were observed within the fill material at test borings B5 and B6 between 3.5 to 5 feet BGS. A strong decomposing organics odor was noted within the fill material at boring B1 at a depth of 18.5 feet BGS.
- ⊕ Residual soils were encountered at each of the soil borings below the encountered fill and/or alluvial soils, except for boring B1. The residual soils generally consisted of loose to dense, silty coarse to fine sands (SM). The soil consistency of the residual material ranged between 9 and 42 bpf, but was typically observed to be between 12 and 24 bpf. **Partially Weathered Rock (PWR)** was not encountered at any of the test borings. Auger refusal was not encountered at any of the test borings. All borings were advanced to their planned depths. Groundwater was encountered at each of the test borings at the time of drilling ranging in depths from 8 to 14 feet BGS. Due to safety concerns associated with the public, the borings were backfilled at the completion of drilling prior to leaving the site.
- ⊕ Based on the subsurface conditions encountered at the test borings, we anticipate that shallow foundations will experience excessive settlements as a result of the existing alluvium and man-made fill. Therefore, we provided options of waiting for a period of three months after the placement of the fill, placement of a temporary surcharge, or utilizing aggregate ramped pier in order to minimize settlements of the structure. Refer to Section 7.6 for detailed discussion and recommendations.
- ⊕ The subgrade preparation will require the demolition of the existing structures including the concrete slab and foundations. The existing elevated concrete slab has been constructed with a post-tension reinforcement system. Demolition of the slab will require a specialized demolition company to de-tension the steel tendons prior to demolition. Otherwise, release of the high tensioned cables could present unsafe conditions to workers as well as damage to neighboring properties.
- ⊕ Based on the Multi-Channel Analysis of Surface Waves (MASW) technique and the resulting V_{s100} of 1,131 ft/sec, we recommend that a Site Class "D" be used for seismic design purposes per IBC2012.

TABLE OF CONTENT

Cover Letter

Executive Summary

Table of Content

SECTION	Page Number
1.0 INTRODUCTION.....	3
2.0 PROJECT DESCRIPTION.....	3
3.0 SCOPE OF WORK.....	3
4.0 EXPLORATION AND TESTING PROGRAM.....	4
4.1 <i>Subsurface Exploration</i>	4
4.2 <i>Laboratory Testing</i>	5
5.0 SITE DESCRIPTION AND GENERAL SITE GEOLOGY.....	6
5.1 <i>Site Description</i>	6
5.2 <i>General Site Geology</i>	6
6.0 GENERAL SUBSURFACE CONDITIONS.....	7
6.1 <i>Surface Materials and Man-Made Fill</i>	7
6.2 <i>Residual Material</i>	8
6.3 <i>Partially Weathered Rock and Bedrock</i>	8
6.4 <i>Groundwater</i>	8
6.5 <i>Summary of Test Boring Records</i>	9
7.0 FINDINGS AND RECOMMENDATIONS.....	9
7.1 <i>Excavation Considerations</i>	10
7.2 <i>Groundwater & Dewatering</i>	11
7.3 <i>Subgrade Preparation</i>	11
7.4 <i>Slab-On-Grade Construction</i>	12
7.5 <i>Pavement Design</i>	12
7.6 <i>Foundations</i>	14
7.8 <i>Slopes and Vertical Cuts</i>	15
7.7 <i>Retaining Walls and Lateral Earth Pressures</i>	15
7.9 <i>Seismic Site Classification (IBC 2012)</i>	17
8.0 CONSTRUCTION RECOMMENDATIONS.....	19
8.1 <i>Structural Fill</i>	19
8.2 <i>Construction Inspection and Testing</i>	20

APPENDIX

Figure 1: Geologic Map

Figure 2: Approximate Soil Boring & MASW Locations

Correlation of Standard Penetration Resistance with Relative Compactness Consistency

Soil Boring Logs

1.0 INTRODUCTION

Matrix Engineering Group, Inc. (Matrix) has completed the authorized Subsurface Exploration and Geotechnical Engineering Evaluation for the proposed DeKalb County Tag Office at 2117 Savoy Drive in Chamblee, Georgia.

The objective of this exploration was to perform eight (8) soil test borings to explore the subsurface conditions, and provide the findings and recommendations regarding the geotechnical aspects of the proposed development. This report describes our investigative procedures and presents our findings, conclusions and engineering recommendations.

This work was authorized on October 28, 2016 and performed in general accordance with our proposal for Geotechnical Services which was issued on October 12, 2016.

2.0 PROJECT DESCRIPTION

- The proposed project consists of the demolition of the existing structures (slab, stairs, footings, retaining walls, and asphalt pavement) to facilitate the construction of a new Tag Office facility with parking areas and driveways, and sidewalks.
- Based on the Civil Drawings, prepared by Brown Design Group, there were two (2) site layout options considered. It is our understanding that Site Layout Option 1 will be implemented. Refer to Figure 1 provided in the Appendix for the proposed site layout. Although the proposed finished floor elevations are not provided, it appears that the finished floor elevations will be near the elevation of the existing concrete slab. Therefore, fill will be required after demolition of the existing improvements.
- Anticipated column loads were not available at the time of writing this report.

3.0 SCOPE OF WORK

The scope of work for this project consisted of:

- Drilling and sampling a total of eight (8) soil test borings located throughout the site to explore the subsurface conditions and provide geotechnical recommendations for the proposed development. Six (6) of the borings were drilled mechanically and extended to a maximum depth of 20 feet below the existing ground surface (BGS). Due to the limited access of the site under the existing concrete slab, two (2) hand-auger borings were performed within the existing building remnants.

- Field and laboratory testing to determine the engineering characteristics of the soils encountered in the soil borings.
- Performing a Seismic Site Classification per Chapter 16 of the 2012 International Building Code (IBC2012) utilizing the measured average shear wave velocity for the upper 100 feet of subsurface ($V_{s,100}$).
- Providing recommended short (0.2 second) and 1-second Design Response Accelerations (S_{Ds} & S_{D1}) for seismic events having a 2% probability of exceedance in 50 years.
- Performing a geotechnical engineering analysis for the proposed development.

The purpose of this report is to document the site subsurface conditions, to analyze and evaluate the data obtained, and to provide recommendations regarding the geotechnical aspects of the proposed development.

4.0 EXPLORATION AND TESTING PROGRAM

4.1 Subsurface Exploration

The geotechnical exploration program consisted of the drilling and sampling of a total of eight (8) soil test borings located throughout the project site. Boring locations were designated and located in the field by Matrix staff. The approximate locations of the soil borings are shown on Figure 2 presented in the Appendix of this report. For exact locations, the owner may elect to survey the boring locations. Matrix should be informed of any deviations to evaluate and modify our recommendations, if necessary.

Six (6) of the test borings, designated B1 through B6, were performed using a truck-mounted CME 55 drill rig equipped with an automatic hammer in general accordance with ASTM D1586 standards. The borings were advanced to depths of up to 20 feet BGS. Borings were advanced by augering through the soils with continuous flights of 3 inch augers. At regular intervals, the auger flights were removed from the bore hole, and soil samples were obtained through the center of the bore hole with a standard 1.4-inch I.D., 2.25-inch O.D., split-tube sampler. The sampler is first seated 6 inches to penetrate any loose cuttings, and then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is recorded and is designated as the Standard Penetration Resistance (N-Value). The penetration resistance, when properly evaluated, is an index of the soil strength, consistency and ability to support foundations.

The remaining two (2) soil test borings, designated HA1 and HA2, were performed using a hand auger and portable cone penetrometer. The testing was performed in general accordance with ASTM

STP 399 (ref. Sowers, George and Hedges, Charles. "Dynamic Cone for Shallow In-Situ Penetration Testing," *Vane Shear and Cone Penetration Resistance Testing of In-Situ Soils, ASTM STP 399, Am. Soc. Testing Mats., 1966, p29*). The portable cone penetrometer device utilizes a 15-lb steel ring weight falling 20 inches on an E-rod slide device. The penetration test is performed through an augered hole 4 to 6 inches in diameter. After augering to the test depth, the penetrometer's cone point is seated 2 inches into the undisturbed bottom of the hole to ensure complete point embedment. The cone is further driven 1.75 inches using the ring weight hammer falling freely 20 inches. The number of blows are counted and recorded.

Representative soil samples were obtained using split-spoon sampling techniques. The samples were classified in the field in general accordance with ASTM D2488 (Visual-Manual Procedure for Description of Soils). Representative portions of the soil samples were placed in sealable, plastic bags and transported to our laboratory. During the field operations, Matrix staff maintained a continuous log of the subsurface conditions including changes in the stratigraphy and any observed groundwater levels. Soil descriptions and penetration resistance values are presented graphically on the Soil Boring Records included in the Appendix of this report.

All borings were backfilled with the soil cuttings by Matrix Engineering approximately 24 hours after the conclusion of the drilling operations. Some consolidation of the backfilled soil column should be expected.

4.2 Laboratory Testing

The laboratory testing program for this project consisted of performing soil classifications in accordance with ASTM D2488 (Visual-Manual Method for Identification of Soils). The soil samples were examined in the laboratory by a geotechnical engineer and visually classified based on texture and plasticity in accordance with the Unified Soil Classification System (ASTM D2487).

The soil samples are kept in sealed plastic bags and will be stored for a period of 60 days and then disposed of unless otherwise instructed by the owner or the engineer.

5.0 SITE DESCRIPTION AND GENERAL SITE GEOLOGY

5.1 Site Description

The site is located at 2117 Savoy Drive in Chamblee, Georgia. The subject site is located in Land Lot 344 of the 18th District (Parcel ID 3441805002) of DeKalb County, Georgia. The site is bordered to the north by Savoy Drive, commercial properties (mostly restaurants) to the east and west, and residential properties to the south.

Based on our site visit and reconnaissance, the site has been developed in the past and is currently occupied by a remnant of a previous development. The driveway, curb/gutter, parking, concrete foundations, concrete walls, columns and slab are still present on site. The existing slab includes an elevated post-tension system. Refer to specialized demolishing requirements for the post tensioned structures in Section 7.3 of this report. Underground utilities and other unknown structure may be present that are not in the scope of this exploration.

Based on information obtained from the DeKalb County Tax Assessor's website, as well as our visual observations, the site slopes from the northern boundary in a southerly direction from elevations on the order of 934 feet Mean Sea Level (MSL) to elevations of 924 at the southwestern corner of the site. An existing retaining wall in front of the existing building provides a grade separation between the existing driveway and the basement level with approximately relief of 8 to 10 feet. The southern areas of the site appear to be relatively flat.

Nancy Creek transects the site at the northwestern corner of the site and bounds the site on the southern boundary. The creek flows in a westerly and southwesterly direction. Flood plains are typically present around creeks that potentially includes alluvium and colluvium deposits, as well as shallow groundwater elevations.

5.2 General Site Geology

The subject site is located in the Piedmont Geologic Province, which contains the oldest rock formations in the Southeastern United States. The parent rocks in the region are primarily comprised of the unconsolidated mass of quartz, feldspar, mica, and a wide variety of dark minerals such as hornblende and amphibole.

The proportion of felsic and mafic minerals in these parent rocks, as well as of quartz that is very resistant to weathering, limits the amount of clay in the soils. Therefore, these soils are sandy and have faint horizons, and in small-scattered areas, hard rock is exposed.

Chemical decomposition initially occurs along the boundaries of individual mineral crystals. Thus, partially weathered rock has the appearance of dense sand (SM, SP). With further weathering, the individual crystals other than quartz are attacked and the mass becomes a micaceous silty sand (SM) or micaceous sandy silt (ML). In this stage, the original banding of the parent rock is apparent, but the original crystalline structure is not observed. Reflecting the composition of the original rock, mica flakes, rather than the quartz grains, often comprise the majority of the sand-size particles. Finally, in the more advanced stages of chemical weathering, the material is changed into a red or reddish-brown silty clay (CL or CH) or clayey silt (ML or MH). Depending on the quartz content, a sandy fraction will be present. In this weathered stage, the banding and crystalline structure of the parent rocks is lost.

6.0 GENERAL SUBSURFACE CONDITIONS

The subsurface conditions were characterized by visual-manual examination of the soils obtained from the split-spoon sampler and observation from the auger's cutting during the drilling operation. The soil boring logs, designated as B1 to B6 and HA1 to HA2, are provided in the Appendix of this report. The test borings were extended to a maximum depth of 20 feet below ground surface (BGS) elevations. The subsurface conditions within the drilled borings are characterized as follows:

6.1 Surface Materials and Man-Made Fill

Based on the existing development, the site appears to have been graded in the past and is occupied by remnants of a previous building. The driveway, curb/gutter, parking, concrete foundations, concrete walls, columns and post-tensioned slab are still present on site. The majority of the surface ground are covered with hardscapes (concrete and asphalt). Since several of the borings were located within the existing asphalt pavement, topsoil was not encountered at any of the borings. Although topsoil was not encountered within the test boring locations, topsoil likely exists elsewhere on site and the thickness may vary. Topsoil typically range between 6 to 12 inches in thickness. Below the asphalt pavement, an underlying layer of Graded Aggregate Base (GAB), which measured approximately 4 inches was encountered at test borings B1, B5, and B6. At each of the borings, the encountered asphalt layer ranged from approximately 2 to 3 inches in thickness.

Man-made fill was encountered at each of the test borings. The fill thickness ranges between 8.5 and 20 feet BGS. The fill material generally consisted of very loose to medium dense, silty sand (SM). The consistency of the fill material ranged between 1 blows/ft (bpf) and 34 bpf. An elevated blow count was observed at test boring B4 at the surface possibly due to the presence of gravel, rock fragments or some other obstruction within the fill material. Organics and gravel were observed within the fill material at test borings B5 and B6 between 3.5 to 5 feet BGS. A strong decomposing organics odor was noted within the fill material at boring B1 at a depth of 18.5 feet BGS.

6.2 Residual Material

Residual soils are those which have weathered in place from the parent rock. Residual soils were encountered at each of the soil borings below the encountered fill and/or alluvial soils, except for boring B1. The residual soils generally consisted of loose to dense, silty coarse to fine sands (SM). The soil consistency of the residual material ranged between 9 and 42 bpf, but was typically observed to be between 12 and 24 bpf.

6.3 Partially Weathered Rock and Bedrock

Partially Weathered Rock (PWR) is a regionally used term for residual material with a Standard Penetration Resistance of 100 bpf or more, but which can be penetrated by the soil drilling equipment. Neither PWR, nor shallow auger refusal in rock material, were encountered at any of the borings performed within the drilled residual soil depths.

6.4 Groundwater

Groundwater readings were obtained at the time of drilling and after completion of the drilling operation to obtain a stabilized groundwater levels. The test borings were backfilled after the drilling operations. Groundwater was encountered at each of the test borings at depths ranging from approximately 8 feet BGS to 14 feet BGS. Groundwater elevations do fluctuate with seasonal changes and typically vary on the order of 4 to 8 feet.

Alluvium soils were encountered at most of the test borings. The alluvium soils appear to be deposits alongside Nancy Creek. Fill soils were encountered above the alluvium soils and most likely were placed during the construction of the previous development.

6.5 Summary of Test Boring Records

The geologic profile described generally represents the conditions encountered in the soil borings. Some variations in the description should be expected. The stratification lines designating the interfaces between earth materials shown on the boring logs are approximate; in-situ transition may be gradual.

Table 1 below summarizes the field findings from the soils test borings.

Table 1: Summary of test boring records.

Boring No.	Planned Depth (ft)	Groundwater Depth (ft)	PWR Depth (ft)	Auger Refusal Depth (ft)
B1	20	14	N/E ⁽¹⁾	N/E
B2	20	8	N/E	N/E
B3	20	8	N/E	N/E
B4	20	8	N/E	N/E
B5	20	14	N/E	N/E
B6	20	11	N/E	N/E
HA-1	5	N/E	N/E	N/E
HA-2	5	N/E	N/E	N/E

(1): N/E: Not Encountered

7.0 FINDINGS AND RECOMMENDATIONS

The following recommendations are based on the information furnished to us, the data obtained from the subsurface exploration, and our experience with similar projects. They were prepared in general accordance with established and accepted professional geotechnical engineering practice in this region. Our recommendations are based on findings from the dates referenced within this report and do not reflect any variations that would likely exist at later dates or between the pre-designated borings or unexplored areas. Depths and/or thicknesses are approximate and should not be used for estimating quantities during construction, specifically as it relates to topsoil or other surface materials.

If information becomes available which may impact our recommendations, Matrix Engineering Group shall be afforded the opportunity to review this information and re-evaluate the recommendations contained within this report and make any alterations deemed necessary by a Georgia Registered professional engineer. This report is intended for the use of Brown Design Group and its current design team. No other warranty is expressed or implied. Matrix Engineering Group, Inc. is not responsible for conclusions, opinions, or recommendations made by others based on this report.

It should be noted that the soils below the existing structures were unexplored. We assume that the soils below the existing structures are at least as suitable as the soils encountered at the test boring locations, however, the condition of these soils cannot be ascertained without proper testing.

The following recommendations present general guidelines for the proposed development.

7.1 Excavation Considerations

The recommendations provided in this Section are based on the Conceptual Site Plan designated as Layout Plan Option #1 provided by Brown Design Group. It is our understanding that the planned construction to include demolition of the existing structures and re-build the low areas by placement of structural fill to elevations near the existing driveway along the norther area of the site. Due to the presence of underground utilities and fill materials within the proposed building area, we recommend that any material which is excavated and planned for re-use as structural fill be examined by the geotechnical engineer of record at the time of excavation to determine the its suitability.

PWR was not encountered at any of the test borings, therefore, we do not anticipate difficult excavation to be encountered for the preparation of the proposed building. Depending on the final design elevations and trench excavation of new utility lines, some amount of non-conventional grading, such as localized blasting or hammering may be required near these areas. We recommend that the following general specifications for rock excavation, or a variation thereof, be incorporated into the project documents:

General Recommendations for Rock Excavation:

Rock excavation shall consist of all material which can not be excavated except by drilling, blasting or wedging. It shall consist of un-decomposed stone hard enough to ring under a hammer, and the amount of solid stone shall be not less than one (1) cubic yard in volume. Rock is further defined as follows:

(1) General Excavation: Any material occupying an original volume of more than one cubic yard which cannot be excavated with a single-tooth ripper drawn by a crawler tractor having a minimum draw bar pull rated at not less than 80,000 pounds (caterpillar D-8 or larger)

(2) Trench Excavation: Any material occupying an original volume of more than one cubic yard which cannot be excavated with a backhoe having a bucket curling force rated at not less than 40,000 pounds, using a rock bucket and rock teeth (a John Deere 790 or larger).

7.2 Groundwater & Dewatering

Based on the groundwater levels at the time of this investigation, and the anticipated finished grades, we do not anticipate groundwater to impact the construction of the proposed development. If encountered, groundwater levels should be lowered and maintained to at least three (3) feet below the bottom of the lowest foundation elevation (only during construction) in order to protect the exposed subgrade's integrity. If groundwater is encountered during the installation of any utility lines, the water should be controlled with a sump and pump system, as warranted at the time of construction.

7.3 Subgrade Preparation

It is our understanding that the proposed finished floor elevation will be close to the elevations at the northern areas of the site (1032+/- MSL). To achieve the proposed subgrade elevations, fill on the order of 5 to 10 feet will be required at the southern, eastern, and western areas of the site.

The subgrade preparation will require the demolition of the existing structures including the concrete slab and foundations. The existing elevated concrete slab has been constructed with a post-tension reinforcement system. Demolition of the slab will require a specialized demolition company to de-tension the steel tendons prior to demolition. Otherwise, release of the high tensioned cables could present unsafe conditions to workers as well as damage to neighboring properties.

Soil backfill behind existing structure will require removal prior to placement of new fill. Additionally, due to the presence of alluvium soils within test borings B2 to B6. Due to the presence of the creek and the potential presence of soft soils, the existing subgrades should be carefully evaluated prior to placement of structural fill. The presence of underground utility lines, or other items, such as septic tanks, or trash pits during the grading operation should be treated on an individual basis. Any underground utility line within the proposed building footprint should be properly abandoned or removed. If removed, the excavation should be backfilled with structural fill in accordance with the recommendations of Section 8.1 of this report.

Once prepared, the suitability of the exposed subgrades in all areas should be confirmed by a geotechnical engineer, prior to placing new fill. A proofroll test should be performed with a loaded tandem-wheeled dump truck with an approximate weight of 25 tons. Any material that deflects excessively or ruts under the loaded truck should be densified or removed and replaced with well-compacted materials. The proofrolling should be observed by the geotechnical engineer.

7.4 Slab-On-Grade Construction

The concrete slab-on-grade for the proposed structure will be supported on new fill. Provided the fill material is installed to a minimum of 95% of the maximum dry density (standard effort), a modulus of subgrade reaction (k) of 100 pci can be used for designing the floor slab-on-grade. Slab reinforcement and joint spacing should be carefully considered to control random cracking due to slab shrinkage. Slabs should be isolated from the foundations to allow differential movements to take place between the slab and walls. We recommend that at least a 10 mil vapor barrier/retarder (such as polyethylene) be installed below the (slab-on-grade) concrete to limit intrusion of water vapor through the slab. Beneath slab-on-grade areas, a minimum of 4 inches of clean, densely-graded, granular material with a balanced content of fines is recommended to facilitate fine grading and provide stable surface for construction traffic and building loads. Open-graded bases do not meet these requirements because they are relatively incompatible, difficult to trim, and are unstable for construction traffic. It is also difficult to fine grade an open-graded base to a relatively uniform elevation, which can result in restraint to concrete movement as the concrete cools or dries, thus increasing the probability of out-of-joint cracking. If open-graded bases are specified, the surface of these bases should be choked off with a clean fine-graded material with at least 10 to 30% of the particles passing a No. 100 sieve, but not contaminated with clay, silt, or organic material.

7.5 Pavement Design

Based on our experience with projects of similar magnitude and soil conditions, we recommend that a CBR value of 4 be used for pavement design of light and heavy duty pavements. The thickness of the base course material under the pavement is dependent upon the pavement type, magnitude and frequency of loading, and expected pavement life. Based on our experience with projects of similar magnitude and soil conditions, we recommend the following design sections be considered in the design of pavements. These recommendations present a wide range of loading conditions. The architect/engineer should select the pavement section most appropriate to the development. Pavements should be constructed in accordance with all applicable specifications of the Asphalt Institute and the Georgia Department of Transportation:

Heavy Duty Asphalt Pavement:

98% compacted soil subgrade (Standard Proctor – ASTM D698)

6 inches Graded Aggregate Base (GAB), compacted to 100% of maximum dry density (Modified Proctor – ASTM D1557C)

2 inches 19mm SP Asphalt Base

1.5 inches 9.5mm SP II Asphalt Topping

Asphalt layers should be separated by a tack coat.

Light & Medium Duty Asphalt Pavement:

98% compacted soil subgrade (Standard Proctor – ASTM D698)

4 inches GAB, compacted to 100% of maximum dry density (Modified Proctor – ASTM D1557C)

2 inches 19mm SP Asphalt Base

1.5 inches 9.5mm SP II Asphalt Topping

Asphalt layers should be separated by a tack coat.

Heavy Duty Concrete Pavement:

98% compacted soil subgrade (Standard Proctor – ASTM D698)

6 inches GAB, compacted to 100% of maximum dry density (Modified Proctor – ASTM D1557C)

6 inches (4000 psi compressive strength) concrete with Welded Wire Fabric (6x6 – W2.9 x W2.9).

Subgrade preparation should be performed in accordance with our recommendations provided in Section 8.1 and 8.2 of Matrix geotechnical report.

Pavements sub-base (Graded Aggregate Base) should conform to Section 815 of the State of Georgia Department of Transportation Specifications for Road and Bridge Construction. The sub-base should be compacted to 100% of the maximum dry density for crushed stone as determined by the modified moisture-density relationship test (ASTM D1557). Additionally, proofrolling of the sub-base should be performed prior to paving in order to detect any soft areas or excessive rutting which may require stabilization.

Exterior pavements should be provided with the facilities for surface and subsurface drainage. Standing water on the pavement surface eventually may seep into the base course layer and softens the pavement subgrade which leads to premature deterioration of the pavement. In areas where landscape areas slope toward the pavement, a perimeter drain along the back of the curb intercepting migration of surface water should be provided to minimize seepage under the pavement.

7.6 Foundations

Based on the soil test borings, fill soils underlain by alluvium soils were encountered at the majority of the site. The alluvium soils were found to be very soft and potentially will consolidate under additional loads resulting from the new structural fills and building. The consolidation of the fill and alluvium will result in settlements that could impact the foundations, slabs, and pavements.

Total and differential settlements are a function of the loading condition, footings size, thickness of the compressible layer, and time. To minimize impact of settlements on the proposed buildings, we recommend that after completion of the fill, a waiting period is provided prior to beginning of the building construction to allow for the consolidation of the existing compressible layer(s). We recommend that a waiting period on the order of 3 months is provided. To expedite the consolidation of the existing materials, a surcharge load should be considered. A temporary surcharge load on the order of 5 feet placed above the finished grade would reduce the waiting time. We recommend that the settlement should be monitored immediately upon completion of the fill to determine the rate of consolidation of the compressible layer and allow the soil's engineer to evaluate the potential total future settlements and advise the owner of a safe time to begin the building construction.

For lightly to moderately loaded structures such as one and two-story buildings, settlement is estimated to be on the order of 1 inch to 2 inches.

In order to reduce the estimated settlements, we recommend to support the building with an **Intermediate Foundation System**, such as **Rammed Aggregate Piers (RAP's)** in order to minimize total and differential settlement. This stabilization system, designed by a professional engineer upon selection of the qualified subcontractor, utilizes the RAP to increase the stiffness and bearing capacity of the unsuitable and/or soft soil (fill) layers. RAP elements are constructed in the field by drilling a hole, and backfilling with lifts of compacted (tamped or vibrated) aggregate (typical #57 stone, Graded Aggregate Base, or similar material). The piers typically range in diameters from 24 to 36 inches and are drilled to depths of up to 30 feet. During the compaction of the aggregates, the surrounding soils immediately around the element are also improved. If this option is exercised, an allowable bearing capacity of up to **5,000 psf** could be achieved. We recommend that one of the following qualified contractors be engaged to design the foundation system and determine suitability of their foundations improvement system relative to the site's subsurface conditions:

- Hayward Baker (Vibro piers)
Redd Schoening, Project Manager
Office: (770) 442-1801
http://www.haywardbaker.com/services/vibro_piers.htm
- Tensar (Geopiers)
William Bill Beckler, P.E.
Office: (770) 518-2788
www.geopier.com

A recommended foundation inspection criterion is provided in Section 8.2 of this report. The net allowable soil bearing pressure refers to that pressure which may be transmitted to the foundation soils in excess of the final minimum surrounding overburden pressure. We recommend that all continuous footings have a minimum width of 2 feet, and should be a minimum 18 inches below subgrade elevations to prevent shear failure and to minimize the effects of frost.

7.7 Slopes and Vertical Cuts

A common practice in this region has been to limit slopes to 2.0(H) to 1.0(V) or flatter. The soil conditions at this site may tolerate a maximum temporary slope of 1.0(H) to 1.0(V). The soils in this area may contain fissures, foliation planes and other discontinuities that could cause sloughing or possibly a slope failure, even on relatively flat slopes. Therefore, the excavation for the slopes should be monitored by a geotechnical engineer to ensure that soil conditions are similar to those we have encountered. Potential planes of weakness will be more visible at depth as the excavation proceeds. If weak conditions are evident, the engineer can then recommend any necessary remedial actions.

Vertical cuts that exceed 5 feet should be braced or shored as required by OSHA regulations for safety. Additionally, stairways, ladders, ramps or other means of safe access should be made available for any trenches deeper than 4 feet. If any excavation, including a utility trench, is extended to a depth of more than 20 feet, it will be necessary to have the slopes designed by a professional engineer.

7.8 Retaining Walls and Lateral Earth Pressures

The design of any retaining wall is based on the determination of the lateral earth pressures that will act on the wall. These pressures are a function of the retained soils properties, and the structural design of the wall. Three common conditions are considered to exist behind a retaining wall depending on the wall's structural design; namely Active, At-Rest, and Passive earth pressure conditions. Active earth pressures are mobilized when a relatively flexible retaining structure such as a free standing wall is designed

allowing for slight movement or deflection. At-rest conditions apply to restrained retaining wall design such as basement or tunnel walls. The passive state represents the maximum possible pressure when a structure is pushed against the soil, and is used in wall design to help resist at-rest or active pressures. Since significant movement has to occur before the passive earth pressure is mobilized, the total calculated passive pressure should be reduced by one-half to two-thirds for design purposes.

Based on our experience, wall movement (known as tilt), that is necessary for earth pressures to mobilize, range from 0.01H to 0.02H for the Active state and 0.02H to 0.04H for the Passive state. It is assumed that the ground surfaces behind retaining walls will be constructed relatively level and that residual soils like those encountered in our borings will be used for wall backfill. Based on our experience with similar soils and laboratory test data, we recommend that an effective angle of internal friction (ϕ') = 30° and a cohesion $c = 200$ psf be used as design strength parameters for the silty soils encountered on the site. These strength parameters result in the following earth pressures coefficients and equivalent fluid pressure per foot of depth for compacted fill (based on a total (wet) unit weight (γ_w) of 120 pcf). A coefficient of friction of 0.40 could be used between the wall foundations and the underlying soil. When calculating the resistance to sliding, we recommend using a factor of safety of 1.5.

Table 2

<i>Earth Pressure Condition</i>	<i>Coefficient</i>	<i>Recommended Equivalent Earth Pressure (pcf)⁽¹⁾</i>
Active	(K _a) 0.35	42.0
At-Rest	(K _o) 0.5	60.0
Passive ⁽²⁾	(K _p) 3.0	187.2

(1) Assumes a constantly functional drainage system

(2) Because significant wall movements are required to develop the passive pressure, the design passive pressure should be taken as one-half to two-thirds of the total calculated passive pressure.

Backfill against the walls should be done carefully to minimize the horizontal load on the wall. Heavy equipment should not be used to compact the soil within 10 feet of the walls. The use of hand-tampers should be sufficient to obtain the required density when working the 10-foot zone adjacent to the wall. Recommended structural fill specifications and procedures are provided in Section 8.1 of this report.

These retaining wall/below grade wall recommendations should not be correlated with soil parameters for use in Mechanically Stabilized Earth (MSE) wall design. We recommend that soil parameters for any MSE retaining wall design be established through appropriate laboratory testing by the wall designer.

7.9 Seismic Site Classification (IBC 2012)

Matrix conducted an analysis, utilizing the Multi-Channel Analysis of Surface Waves (MASW) technique, to determine the Seismic Site Classification for the proposed site. The Probabilistic Ground Motion values were retrieved for a central location within the project site, utilizing the USGS Earthquake Hazards Program, using latitude (N 33.919433) & longitude (W -84.301827). The following are the Spectral Response Acceleration Parameters for a 2% probability in 50 years:

S_s : Short period (0.2 second), Spectral Response = 0.197

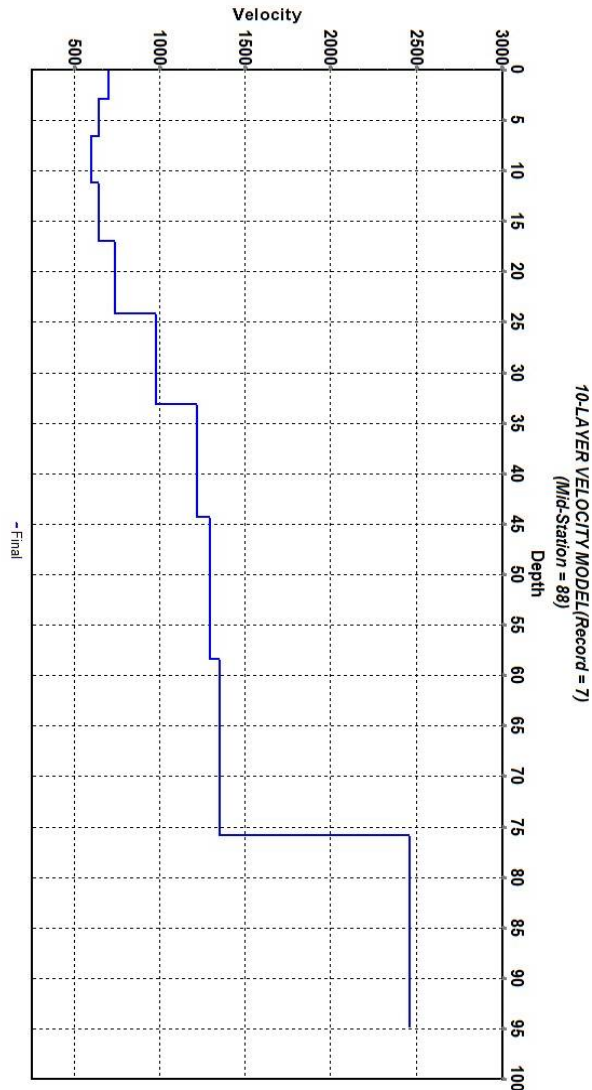
S_1 : 1-second period, Spectral Response = 0.092

The site classification was undertaken in general accordance with the International Building Code 2012 (IBC2012), Table 1613.3.2 and chapter 20 of ASCE 7 by relying on the shear wave velocity for the upper 100 ft of the subgrade.

A site-specific seismic evaluation was carried out by conducting surface velocity testing and performing a Multi-Channel Analysis of Surface Waves (MASW) in order to determine the Seismic Site Classification for the proposed project. One (1) traverse was deployed, as shown on the attached Figure 2. MASW utilizes seismic energy of Rayleigh type surface waves to calculate the shear wave velocity. For this method, the geophones (receivers) remain stationary and data is collected with the source located off the end of the line of geophones. Data is collected at multiple locations (i.e., offsets) in order to obtain the optimal survey settings that would yield the most coherent data set. This data is then processed and inverted to calculate a 1-D shear wave velocity profile.

A weighted average of the 1-D shear wave velocity profile can then be used to get an average shear wave velocity down to the maximum depth of the 1-D shear wave velocity profile. A proprietary pressure-coupled land streamer was deployed in an east-west direction with Geophones spaced 5 ft apart and the source position was located 75 feet off the western end of the transect. The source consisted of a 20 pound hammer striking a steel plate. The surface along which the land streamer was deployed was grass. The data was collected using a 24-channel Geode seismograph, manufactured by Geometrics, Inc., with 4.5 Hz geophones.

The data was processed using the KGS SurfSeis 3 software package, developed by Kansas Geologic Survey. This software is used to process and invert the surface wave data, and produces a 1-D shear wave velocity model, presented below.



The analysis yielded an average shear wave velocity (for the upper 100 ft) **V_{s100} at 1,131 ft/sec.** This value corresponded to a **Seismic Site Class 'D'**. A Site Class C correlates to the following site coefficients adjusted for site class, based on Tables 1613.3.3(1) and 1613.3.3(2) of IBC 2012:

$$F_a = 1.6$$

$$F_v = 2.4$$

The maximum considered earthquake spectral response accelerations for short periods and at 1-second periods follow:

$$S_{MS} = 0.315 \quad \text{Equation (16-37, IBC2012)}$$

$$S_{MI} = 0.221 \quad \text{Equation (16-38, IBC2012)}$$

This translates to the following Design Spectral Response Acceleration Parameters:

$$S_{DS} = \mathbf{0.210} \quad \text{Equation (16-39, IBC2012)}$$

$$S_{DI} = \mathbf{0.148} \quad \text{Equation (16-40, IBC2012)}$$

8.0 CONSTRUCTION RECOMMENDATIONS

8.1 Structural Fill

Staged, methodical and well planned grading is key to avoiding unnecessary costs and time delays. Areas should not be stripped or disturbed if the grading contractor is unable to properly seal the subgrade prior to departure each day. Exposure of soils to moisture from direct rainfall or runoff usually renders these soils un-usable for several days. This usually gets mischaracterized as an unsuitable soils condition which is inaccurate. Unsuitable soils are defined as those containing deleterious matter (such as organics, alluvium, debris and/or trash). Moisture problems should be avoided by employing best management practices that involve maintaining positive drainage, placing berms, diversion channels, and/or sealing the subgrade to avoid water infiltration. Other measures involve covering all stockpiled soils with heavy tarps or plastic to avoid saturating the soils in the event of rainfall. Means and methods of construction are certainly the contractor's jurisdiction; however, exposing otherwise suitable soils to excessive moisture or softening of existing subgrades as a result of unscrupulous construction traffic should be avoided and planned for.

We recommend that the following criteria be used for structural fill:

1. Adequate laboratory proctor density tests should be performed on representative samples of the proposed fill materials to provide data necessary for the quality control. The moisture content at the time of compaction should be within 3 percentage points of the optimum moisture content. In addition, we recommend that the fill soils be free of organics and relatively non-plastic with plasticity indices less than 20.
2. Suitable fill material should be placed in thin lifts (lift thickness depends on type of equipment used, but generally lifts of 8 inches loose measurements are recommended). The soils should be compacted

by mechanical means such as sheepsfoot rollers. When placing fill adjacent to an existing sloped grade, proper benching into the existing slope should be employed.

3. Any proposed slopes should incorporate only suitable fill, clean of organics or any other vegetative content. Topsoil should only be used to provide a cover over the completed slope so as to promote vegetative growth which in turn protects the slope's surface against scour and erosion. Slopes should be overbuilt and cut back to the proposed grades, exposing the firm compacted inner core. The amount of overbuilding would vary depending on the site conditions, types of soils used and degree of compaction achieved.
4. We recommend that the fill be compacted to a minimum of 95% of the Standard Proctor Maximum Dry Density (ASTM Specifications D 698). The top 2 feet under pavements or structural areas should be compacted to a minimum of 98% of the Standard Proctor Test.
5. An experienced soil engineering inspector should take adequate density tests throughout the fill placement operation to ensure that the specified compaction is being achieved.

8.2 Construction Inspection and Testing

During construction, it is advisable that Matrix Engineering Group inspect the site preparation and foundation construction work in order to ensure that our recommended procedures are followed. The placement of any compacted fill should be inspected and tested. The utilization of acceptable on-site borrow materials, as well as adequate off-site selected fill must be verified.

Each footing excavation should be inspected by Matrix Engineering Group, Inc. in order to verify the availability of the required bearing pressure and to determine any special procedures required. At a minimum, Hand Auger and Dynamic Cone Penetrometer testing in accordance with ASTM STP 399 should be performed every 50 feet for wall footing or as directed by the geotechnical engineer.

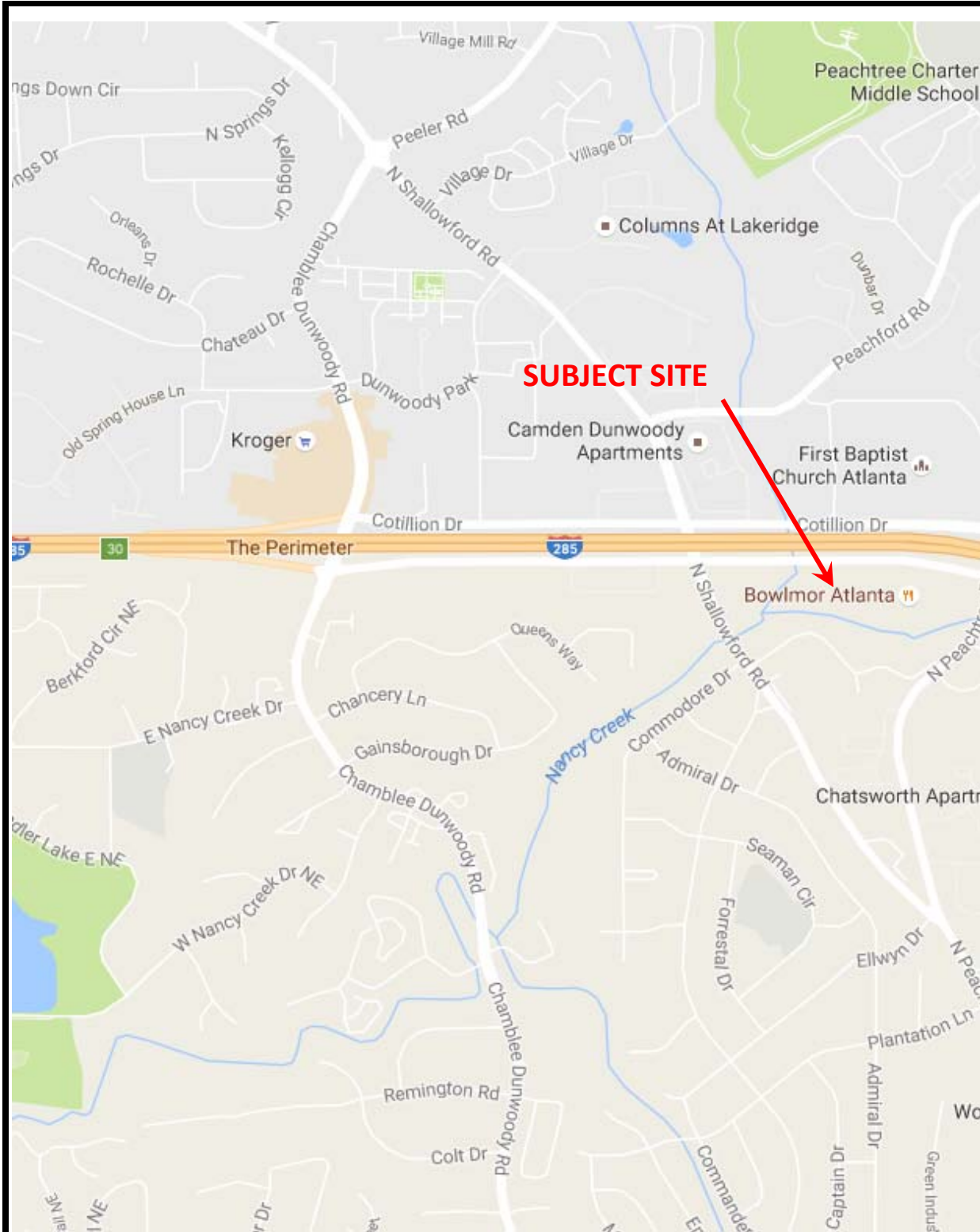
APPENDIX

FIGURE 1: Geologic Map

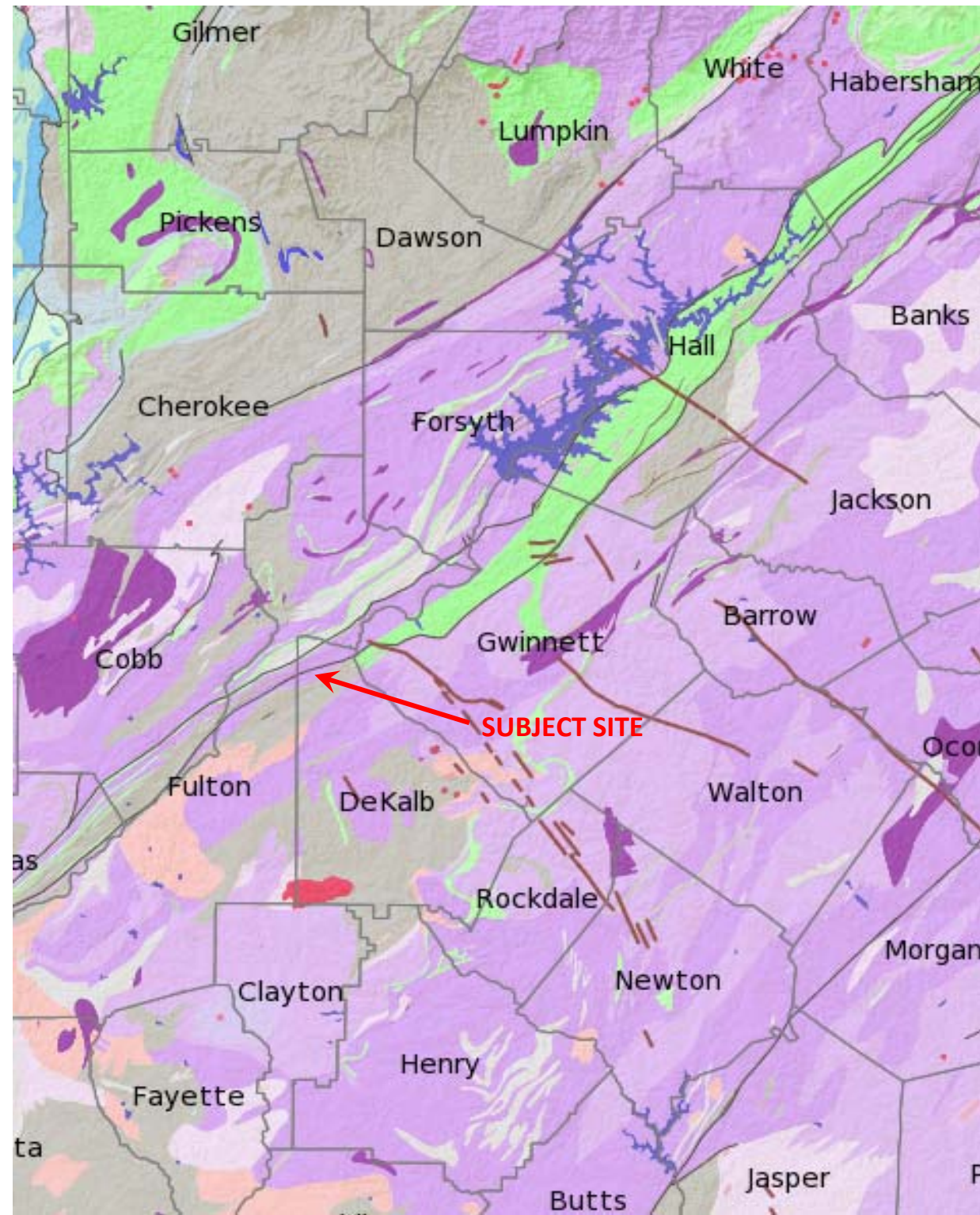
**FIGURE 2: Soil Test Boring Locations & Contour Map
Depicting Expected Fill Depth**

**Correlation of Standard Penetration Resistance with
Relative Compactness and Consistency**

Soil Boring Logs



Site Plan

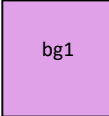


**Geological Map of Georgia
1976
Reprinted 1997**



**Matrix
Engineering
Group, Inc.**

engineers | special inspectors | construction consultants

TITLE	
	SITE MAP & GEOLOGIC MAP
PROJECT	
	DEKALB COUNTY SAVOY DRIVE TAG OFFICE
PROJECT NUMBER	
	MEG301922
CLIENT	
	BROWN DESIGN GROUP
SCALE	
	Not To Scale
REVIEWED	
	SAM ALYATEEM, PE
DATE	
	12/1/2016
FIGURE	
	1
LEGEND	
	BIOTITE GNEISS



Matrix Engineering Group, Inc.

engineers | special inspectors | construction consultants

TITLE
APPROXIMATE TEST BORINGS & MASW LOCATIONS PLAN

PROJECT
DEKALB COUNTY SAVOY DRIVE TAG OFFICE

PROJECT NUMBER
MEG301922

CLIENT
BROWN DESIGN GROUP




SCALE
Not To Scale

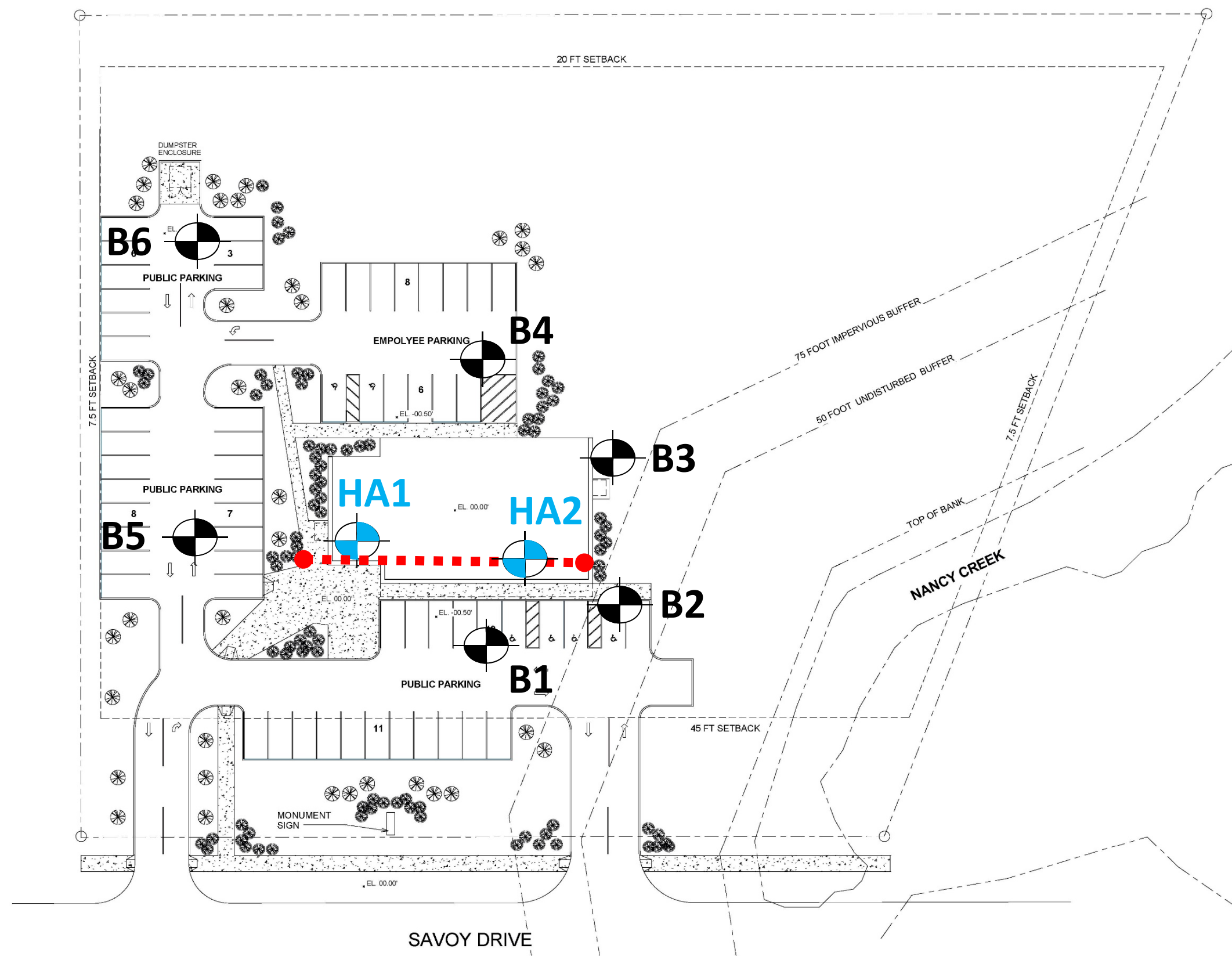
REVIEWED
SAM ALYATEEM, PE

DATE
12/1/2016

FIGURE
2

LEGEND

- B1**  Soil Test Boring
- HA1**  Hand Auger Boring
-  MASW Line



① SITE PLAN - LAYOUT #1
1" = 20'-0"

MAJOR DIVISIONS		SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS (More Than 1/2 of Soil > #200 Sieve)	GRAVELS (More Than 1/2 of Coarse Fraction > #4 Sieve)	GW	Well Graded Gravels or Gravel-Sand Mixtures; Little or no fines
		GP	Poorly Graded Gravels or Gravel-Sand Mixtures; Little or no fines
		GM	Silty Gravels, Gravel-Sand-Silt Mixtures
		GC	Clayey Gravels, Gravel-Sand-Clay Mixtures
	SANDS (MORE Than 1/2 of Coarse Fraction < #4 Sieve)	SW	Well Graded Sands or Gravelly Sands; Little or no fines
		SP	Poorly Graded Sands or Gravelly Sands; Little or no fines
		SM	Silty Sands, Sand-Silt Mixtures
FINE-GRAINED SOILS (More Than 1/2 of Soil < #200 Sieve)	SILTS & CLAYS Liquid Limit Less Than 50	SC	Clayey Sands, Sand-Clay Mixtures
		ML	Inorganic Silts and Very Fine Sands, Rock Flour, Silty or Clayey Fine Sands or Clayey Silts with Slight Plasticity
		CL	Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays
	SILTS & CLAYS Liquid Limit Greater Than 50	OL	Organic Silts and Organic Silty Clays of Low Plasticity
		MH	Inorganic Silts, Micaceous or Diatomaceous Fine Sandy or Silty Soils, Elastic Silts
		CH	Inorganic Clays of High Plasticity, Fat Clays
HIGHLY ORGANIC SOILS	PT	OH	Organic Clays or Medium to High Plasticity, Organic Silty Clays, Organic Silts
		PT	Peat and Other Highly Organic Soils

CLASSIFICATION CHART

Relative Density of Cohesionless Soils from Standard Penetration Test	
Very Loose	≤ 4 bpf
Loose	5-10 bpf
Medium Dense	11-30 bpf
Dense	31-50 bpf
Very Dense	> 50 bpf
(bpf=blows per foot; ASTM D1586)	

Consistency of Cohesive Soils	
Very Soft	≤ 2 bpf
Soft	3-4 bpf
Firm	5-8 bpf
Stiff	9-15 bpf
Very Stiff	16-30 bpf
Hard	30-50 bpf
Very Hard	> 50 bpf

Relative Hardness of Rock	
Very Soft	Hard rock disintegrates or easily compresses to touch; can be hard to very hard soil
Soft	May be broken with fingers
Moderately Soft	May be scratched with a nail, corners and edges may be broken with fingers
Moderately Hard	Light Blow of hammer required to break samples
Hard	Hard blow of hammer required to break sample

Particle Size Identification	
Boulders	Larger than 12"
Cobbles	3"-12"
Gravel	
Coarse	3/4"-3"
Fine	4.76mm-3/4"
Sand	
Coarse	2.0-4.76 mm
Medium	0.42-2.00 mm
Fine	0.42-0.074 mm
Fines (Silt or Clay)	Smaller than 0.074 mm

Rock Continuity	
RECOVERY (%) = $\frac{\text{Total Length of Core}}{\text{Length of Core Run}} \times 100$	
Description	Core Recovery (%)
Incompetent	Less than 40
Competent	40-70
Fairly Continuous	71-90
Continuous	91-100

Relative Quality of Rocks	
RQD (%) = $\frac{\text{Total core, counting only pieces >4" long}}{\text{Length of Core Run}} \times 100$	
Description	RQD (%)
Very Poor	0-25
Poor	25-50
Fair	50-75
Good	75-90
Excellent	90-100



Matrix Engineering Group, Inc.

engineers | special inspectors | construction consultants

Correlation of Penetration Resistance with Relative Density and Consistency Sheet and Soil Classification Chart



DRILL HOLE LOG

BORING NO. B1

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 933 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM D1586 with Automatic Hammer **STATION:**
DEPTH TO - WATER> INITIAL: 14 **After 48+ Hours:** **CAVING>** C

File: Boring Logs - Savoy Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)	
					Natural Moisture Content (%) ▲	Penetration - ●		
933	0	Asphalt pavement	ASPH	[Symbol]				
932	1	Graded Aggregate Base	GW-SW	[Symbol]			9	
931	2	Fill - Loose changing to Very Loose, Reddish Brown, Micaceous, Silty SAND	FILL	[Symbol]				
930	3							
929	4							
928	5						4	
927	6							
926	7							
925	8							
924	9	Soil consistency becomes medium dense						12
923	10							
922	11							
921	12							
920	13							
919	14	Soil color changes to tannish brown						11
918	15							
917	16							
916	17							
915	18							
914	19	Organic odor noted; angular to subangularly shaped rock fragments observed; sample is wet						22
913	20							
912	21	Boring terminated at 20 feet BGS						
911	22							
910	23							
909	24							
908	25							
907	26							
906	27							
905	28							
904	29							
903	30							
902	31							
901	32							
900	33							



DRILL HOLE LOG

BORING NO. B2

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 928 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM D1586 with Automatic Hammer **STATION:**
DEPTH TO - WATER> INITIAL: 8 **After 48+ Hours:** **CAVING>** C

File: Boring Logs - Savoy

Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)				
					Natural Moisture Content (%) ▲	Penetration - ●					
928	0	Asphalt pavement	ASPH								
927	1	Fill - Loose changing to Very Loose, Tannish Brown, Silty SAND	FILL	[Cross-hatched symbol]			10				
926	2										
925	3										
924	4										
923	5										
922	6										
921	7										
920	8	Alluvium - Wet, Medium Dense, Coarse to Fine SAND with little Silt	SM	[Dotted symbol]			12				
919	9										
918	10										
917	11										
916	12										
915	13										
914	14				Residual - Moist, Medium Dense changing to Dense, Orange-Brown, Silty Coarse to Fine SAND	SM		[Dotted symbol]			16
913	15										
912	16										
911	17										
910	18										
909	19										
908	20										
907	21	Boring terminated at 20 feet BGS									
906	22										
905	23										
904	24										
903	25										
902	26										
901	27										
900	28										
899	29										
898	30										
897	31										
896	32										
895	33										



DRILL HOLE LOG

BORING NO. B3

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 925 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM D1586 with Automatic Hammer **STATION:**
DEPTH TO - WATER> INITIAL: 8 **After 48+ Hours:** **CAVING>** C

File: Boring Logs - Savoy

Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)
					SAMPLERS	Penetration -	
925	0	Asphalt pavement	ASPH	[Cross-hatched]			
924	1	Fill - Medium Dense changing to Loose, Tannish Brown, Silty Coarse to Fine SAND	FILL	[Cross-hatched]		25	15
923	2						
922	3	No sample recovery		[Cross-hatched]			6
921	4						
920	5						
919	6						
918	7	Alluvium - Wet, Loose, Tannish Brown, Silty Coarse to Fine SAND		[Dotted]			5
917	8						
916	9						
915	10						
914	11	Residual - Moist, Medium Dense, Orange-Brown, Silty Coarse to Fine SAND with MnO staining	SM	[Dotted]			14
913	12						
912	13						
911	14						
910	15	Boring terminated at 20 feet BGS		[Dotted]			29
909	16						
908	17						
907	18						
906	19						
905	20						
904	21						
903	22						
902	23						
901	24						
900	25						
899	26						
898	27						
897	28						
896	29						
895	30						
894	31						
893	32						
892	33						



DRILL HOLE LOG

BORING NO. B4

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 926 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM D1586 with Automatic Hammer **STATION:**
DEPTH TO - WATER> INITIAL: 8 **After 48+ Hours:** **CAVING>** C

File: Boring Logs - Savoy

Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)
					Natural Moisture Content (%) ▲	Penetration - ●	
926	0	Asphalt pavement	ASPH	[Cross-hatched]			
925	1	Fill - Dense changing to Loose, Tannish Brown, Silty Coarse to Fine SAND	FILL	[Cross-hatched]			34
924	2						
923	3	Soil becomes moist		[Cross-hatched]			6
922	4						
921	5						
920	6						
919	7	Alluvium - Wet, Medium Dense, Tannish Brown, Silty Coarse to Fine SAND		[Cross-hatched]			11
918	8						
917	9						
916	10						
915	11	Residual - Moist, Medium Dense, Orange-Brown, Silty Coarse to Fine SAND with MnO staining	SM	[Dotted]			19
914	12						
913	13						
912	14						
911	15	Boring terminated at 20 feet BGS		[Dotted]			25
910	16						
909	17						
908	18						
907	19						
906	20						
905	21						
904	22						
903	23						
902	24						
901	25						
900	26						
899	27						
898	28						
897	29						
896	30						
895	31						
894	32						
893	33						



DRILL HOLE LOG

BORING NO. B5

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 932 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM D1586 with Automatic Hammer **STATION:**
DEPTH TO - WATER> INITIAL: ∇ 14 **After 48+ Hours:** ∇ **CAVING>** C

File: Boring Logs - Savoy

Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)
					Natural Moisture Content (%) ▲	Penetration - ●	
932	0	Asphalt pavement	ASPH	[Symbol]			
931	1	Graded Aggregate Base	GW-SW	[Symbol]			
930	2	Fill - Medium Dense changing to Very Loose, Tannish Brown, Silty Coarse to Fine SAND	FILL	[Symbol]			11
929	3						
928	4						
927	5	Organics (partially decomposed wood) encountered					4
926	6	Possible Alluvium - Wet, Loose, Tannish Brown, Clayey SAND		[Symbol]			6
925	7						
924	8						
923	9						
922	10						
921	11	Residual - Moist, Loose changing to Medium Dense, Orange-Brown, Silty SAND with little Clay	SM	[Symbol]			10
920	12						
919	13						
918	14						
917	15	Boring terminated at 20 feet BGS		[Symbol]			14
916	16						
915	17						
914	18						
913	19						
912	20						
911	21						
910	22						
909	23						
908	24						
907	25						
906	26						
905	27						
904	28						
903	29						
902	30						
901	31						
900	32						
899	33						



DRILL HOLE LOG

BORING NO. B6

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 929 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM D1586 with Automatic Hammer **STATION:**
DEPTH TO - WATER> INITIAL: 11 **After 48+ Hours:** **CAVING>** C

File: Boring Logs - Savoy

Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)	
					Natural Moisture Content (%) ▲	Penetration - ●		
929	0	Asphalt pavement	ASPH	[Symbol]				
928	1	Graded Aggregate Base	GW-SW	[Symbol]			12	
927	2	Fill - Medium Dense changing to Very Loose, Dark Tannish Brown, Silty SAND	FILL	[Symbol]				
926	3							
925	4	Organics (partially decomposed wood) and gravel encountered					9	
924	5							
923	6							
922	7							
921	8							
920	9	No sample recovery					1	
919	10							
918	11							
917	12							
916	13							
915	14	Possible Alluvium - Wet, Loose, Orange-Brown, Silty SAND with little Clay; subrounded rock fragments encountered		[Symbol]				
914	15							8
913	16							
912	17							
911	18							
910	19	Residual - Moist, Medium Dense, Orange Tan, Silty SAND	SM	[Symbol]			19	
909	20							
908	21	Boring terminated at 20 feet BGS						
907	22							
906	23							
905	24							
904	25							
903	26							
902	27							
901	28							
900	29							
899	30							
898	31							
897	32							
896	33							



DRILL HOLE LOG

BORING NO. HA1

PROJECT: DeKalb County Tag Office along Savoy Drive **PROJECT NO.:** MEG301922
CLIENT: Brown Design Group **DATE:** 11/17/2016
LOCATION: Refer to Figure 1 **ELEVATION:** 933 feet MSL
DRILLER: Kilman Brothers **LOGGED BY:** JC Toriz
DRILLING METHOD: ASTM STP399 **STATION:**
DEPTH TO - WATER> INITIAL: **After 48+ Hours:** **CAVING>**

File: Boring Logs - Savoy

Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	SAMPLERS	TEST RESULTS		N-Value Blows/ft (ASTM D1586)
						Natural Moisture Content (%) ▲	Penetration - ●	
933	0							
932	1	Fill - Medium Dense changing to Loose, Tannish Brown, Silty SAND	FILL					20
932	2							20
931	3							10
930	4	Medium Dense, Tannish Brown, Sandy SILT						11
929	5							21
928	6	Boring terminated at 5 feet BGS						
927	7							
926	8							
925	9							
924	10							
923	11							
922	12							
921	13							
920	14							
919	15							
918	16							
917	17							
916	18							
915	19							
914	20							
913	21							
912	22							
911	23							
910	24							
909	25							
908	26							
907	27							
906	28							
905	29							
904	30							
903	31							
902	32							
901	33							
900								



DRILL HOLE LOG

BORING NO. HA2

PROJECT: DeKalb County Tag Office along Savoy Drive PROJECT NO.: MEG301922
 CLIENT: Brown Design Group DATE: 11/17/2016
 LOCATION: Refer to Figure 1 ELEVATION: 926 feet MSL
 DRILLER: Kilman Brothers LOGGED BY: JC Toriz
 DRILLING METHOD: ASTM STP399 STATION:
 DEPTH TO - WATER> INITIAL: After 48+ Hours: CAVING>

File: Boring Logs - Savoy Date Printed: 12/2/2016

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	SOIL TYPE	SOIL SYMBOL	TEST RESULTS		N-Value Blows/ft (ASTM D1586)
					Natural Moisture Content (%) ▲	Penetration - ●	
926	0						
925	1	Fill - Medium Dense changing to Loose, Tannish Brown, Silty SAND	FILL	[Cross-hatched symbol]			20
924	2						14
923	3	Medium Dense, Tannish Brown, Sandy SILT		[Cross-hatched symbol]			6
922	4						13
921	5						14
920	6	Boring terminated at 5 feet BGS					22
919	7						
918	8						
917	9						
916	10						
915	11						
914	12						
913	13						
912	14						
911	15						
910	16						
909	17						
908	18						
907	19						
906	20						
905	21						
904	22						
903	23						
902	24						
901	25						
900	26						
899	27						
898	28						
897	29						
896	30						
895	31						
894	32						
893	33						

12.2 EXISTING CONDITIONS, SITE PLANS & FLOOD MAPS:

The remainder of this page is intentionally blank.

Note: CAD versions of these plans are available from the County.

REVISIONS	
NO.	DESCRIPTION DATE

GENERAL NOTES

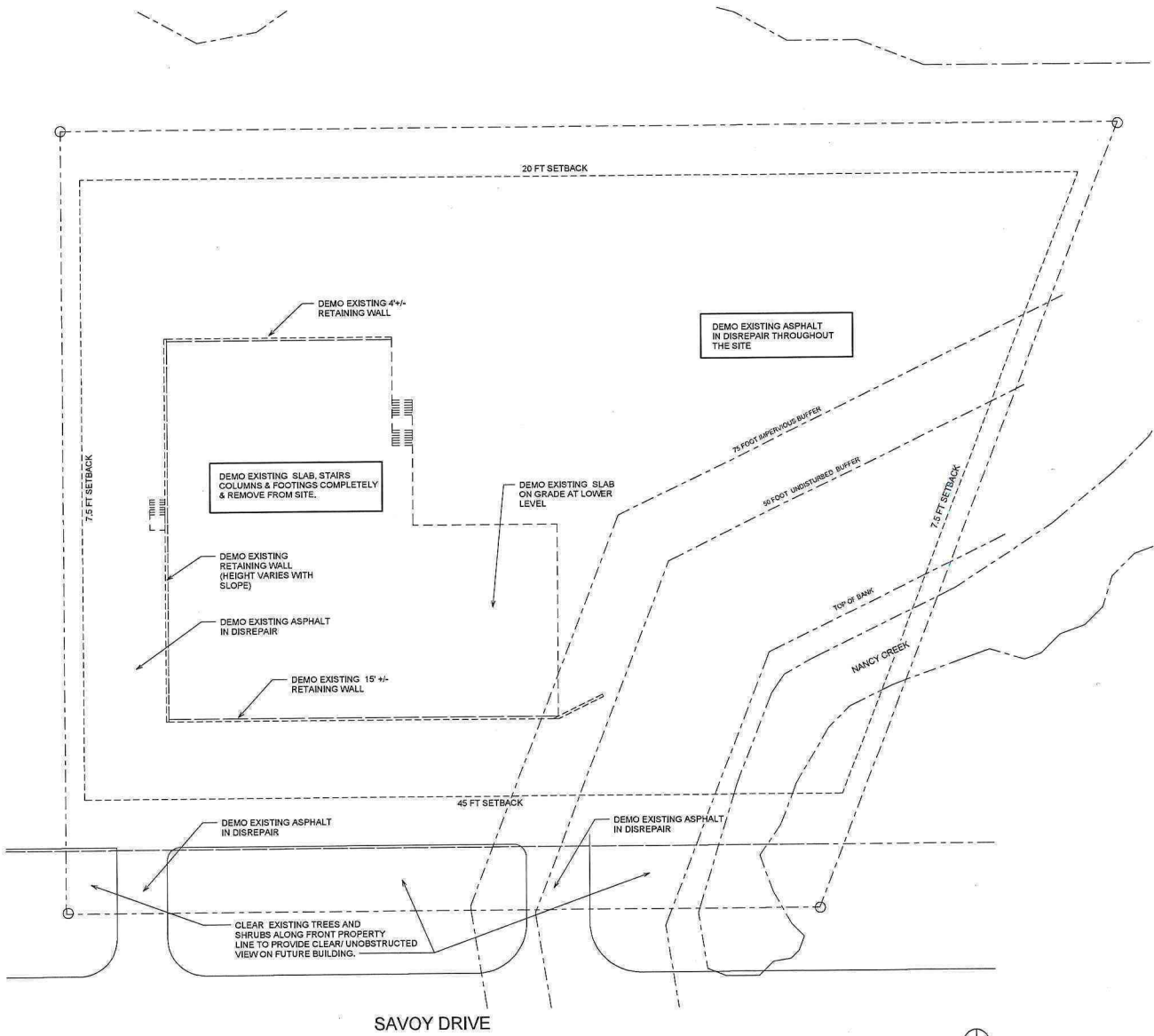
1. THIS SET OF BRIDGING DOCUMENTS IS SPECIFICALLY FOR THE PURPOSE OF ILLUSTRATING THE DESIGN INTENT FOR THE FACILITY. THE DESIGN BUILDERS SHALL PRODUCE COMPLETE CONSTRUCTION DOCUMENTS AND ACQUIRE ANY AND ALL PERMITS, APPROVALS, AND INSPECTIONS AS REQUIRED FOR THE COMPLETE CONSTRUCTION OF THIS FACILITY AND SITE. DESIGN BUILDER SCOPE INTENT IS TO PROVIDE TURNKEY CONSTRUCTION OF TAG OFFICE.
2. CONCEPT DRAWINGS IN THIS ISSUE ARE TO BE USED AS A GUIDELINE FOR THE INTENT TO ESTABLISH THE BASIS FOR MATERIALS, SYSTEM, PRODUCTS AND ASSEMBLIES, AND CONSTRUCTION AND INSTALLATION OF THE WORK. REVISIONS TO THESE DOCUMENTS TO ACCOMMODATE CODE REQUIREMENTS, JOB CONDITIONS, DEKALB COUNTY REQUIREMENTS, BUILDING STRUCTURE, AND TO COORDINATE WITH OTHER TRADES ARE ANTICIPATED.
3. RETAINING WALLS MAY BE NEEDED DUE TO THE VARIATIONS IN THE EXISTING GRADES.
4. ANY/ALL WORK PERFORMED IN THE BUFFER ZONES WILL REQUIRE VARIANCE FROM THE CITY OF CHAMBLEE, GEORGIA. CONTACT DEPARTMENT OF DEVELOPMENT (770) 986-5024

BRIDGING DOCUMENTS

SITE PLAN DEMOLITION
DEKALB CO. SAVOY DR. TAG OFFICE
2117 SAVOY DRIVE, CHAMBLEE, GA 30314

BRIDGING DOCUMENTS

SHEET
A0.1



① SITE PLAN DEMOLITION
1" = 20'-0"

REVISIONS		
NO.	DESCRIPTION	DATE

GENERAL NOTES

1. THIS SET OF BRIDGING DOCUMENTS IS SPECIFICALLY FOR THE PURPOSE OF ILLUSTRATING THE DESIGN INTENT FOR THE FACILITY. THE DESIGN BUILDERS SHALL PRODUCE COMPLETE CONSTRUCTION DOCUMENTS AND ACQUIRE ANY AND ALL PERMITS, APPROVALS, AND INSPECTIONS AS REQUIRED FOR THE COMPLETE CONSTRUCTION OF THIS FACILITY AND SITE. DESIGN BUILDER SCOPE INTENT IS TO PROVIDE TURNKEY CONSTRUCTION OF TAG OFFICE.
2. CONCEPT DRAWINGS IN THIS ISSUE ARE TO BE USED AS A GUIDELINE FOR THE INTENT TO ESTABLISH THE BASIS FOR MATERIALS, SYSTEM, PRODUCTS AND ASSEMBLIES, AND CONSTRUCTION AND INSTALLATION OF THE WORK. REVISIONS TO THESE DOCUMENTS TO ACCOMMODATE CODE REQUIREMENTS, JOB CONDITIONS, DEKALB COUNTY REQUIREMENTS, BUILDING STRUCTURE, AND TO COORDINATE WITH OTHER TRADES ARE ANTICIPATED.
3. RETAINING WALLS MAY BE NEEDED DUE TO THE VARIATIONS IN THE EXISTING GRADES.

SITE LAYOUT

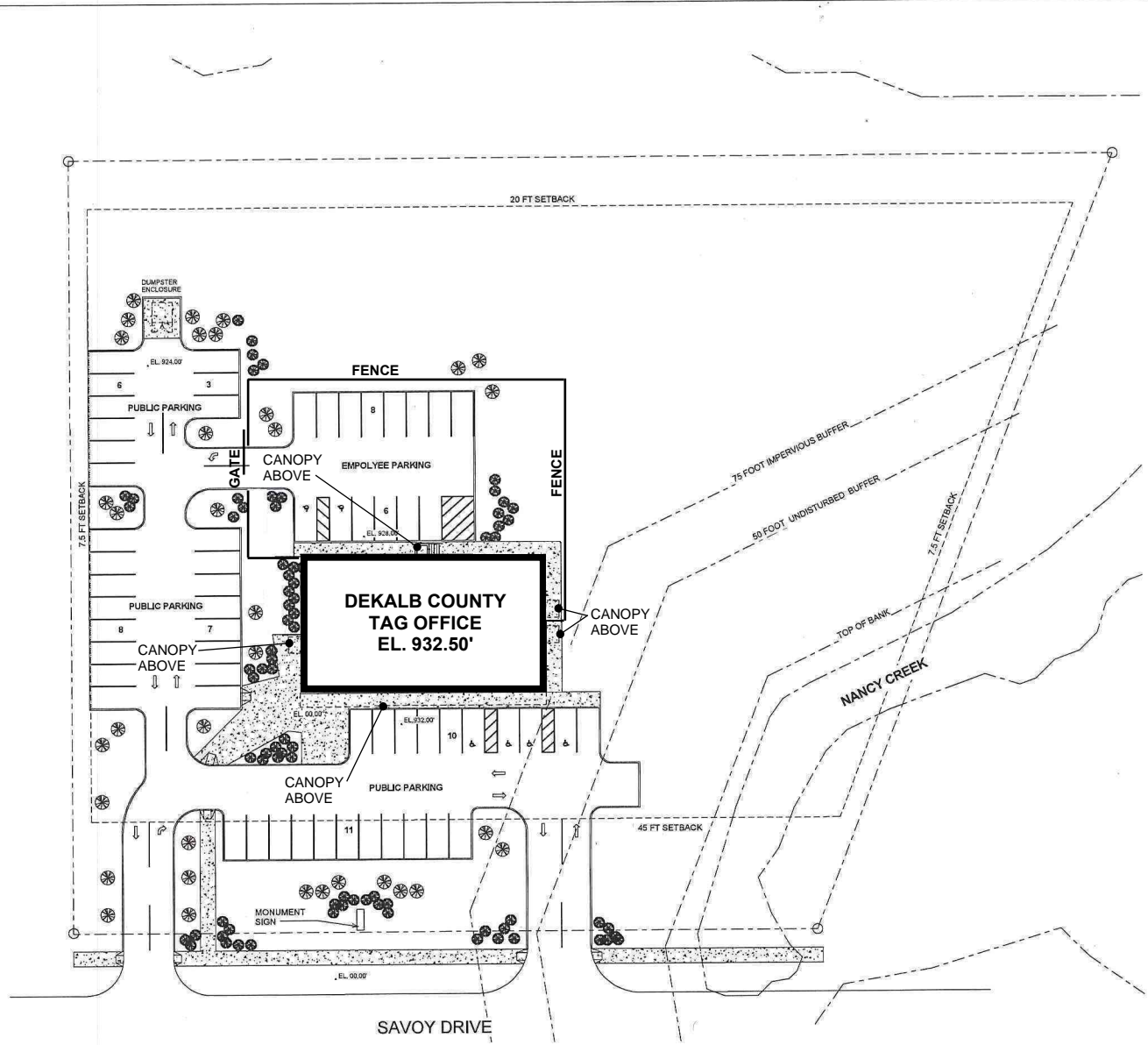
1. THE INTENT OF THIS DESIGN IS TO MAINTAIN THE VISIBILITY OF THE NEW BUILDING FROM THE STREET (SAVOY DRIVE) ELEVATION. THE IMPORT OF FILL MATERIAL WILL BE REQUIRED TO FILL THE VOID OF THE DEMOLISHED AREA OF THE EXISTING STRUCTURE.
2. FINAL GRADES & BUILDING ELEVATIONS SHALL BE SET BY THE ARCHITECT AND THE CIVIL ENGINEER OF RECORD.
3. CURRENT SURVEY OF SITE MAY BE OBTAINED FROM THE OWNER.

SITE PLAN - PROPOSED

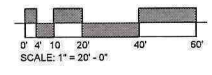
DEKALB CO. SAVOY DR. TAG OFFICE
2117 SAVOY DRIVE, CHAMBLEE, GA 30314

BRIDGING DOCUMENTS

SHEET
A0.2



① SITE PLAN - PROPOSED
1" = 20'-0"



National Flood Hazard Layer FIRMette



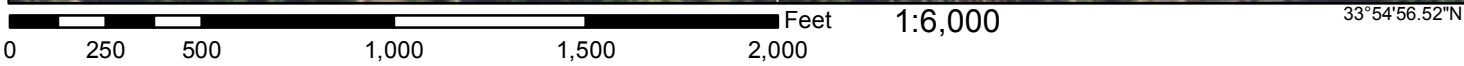
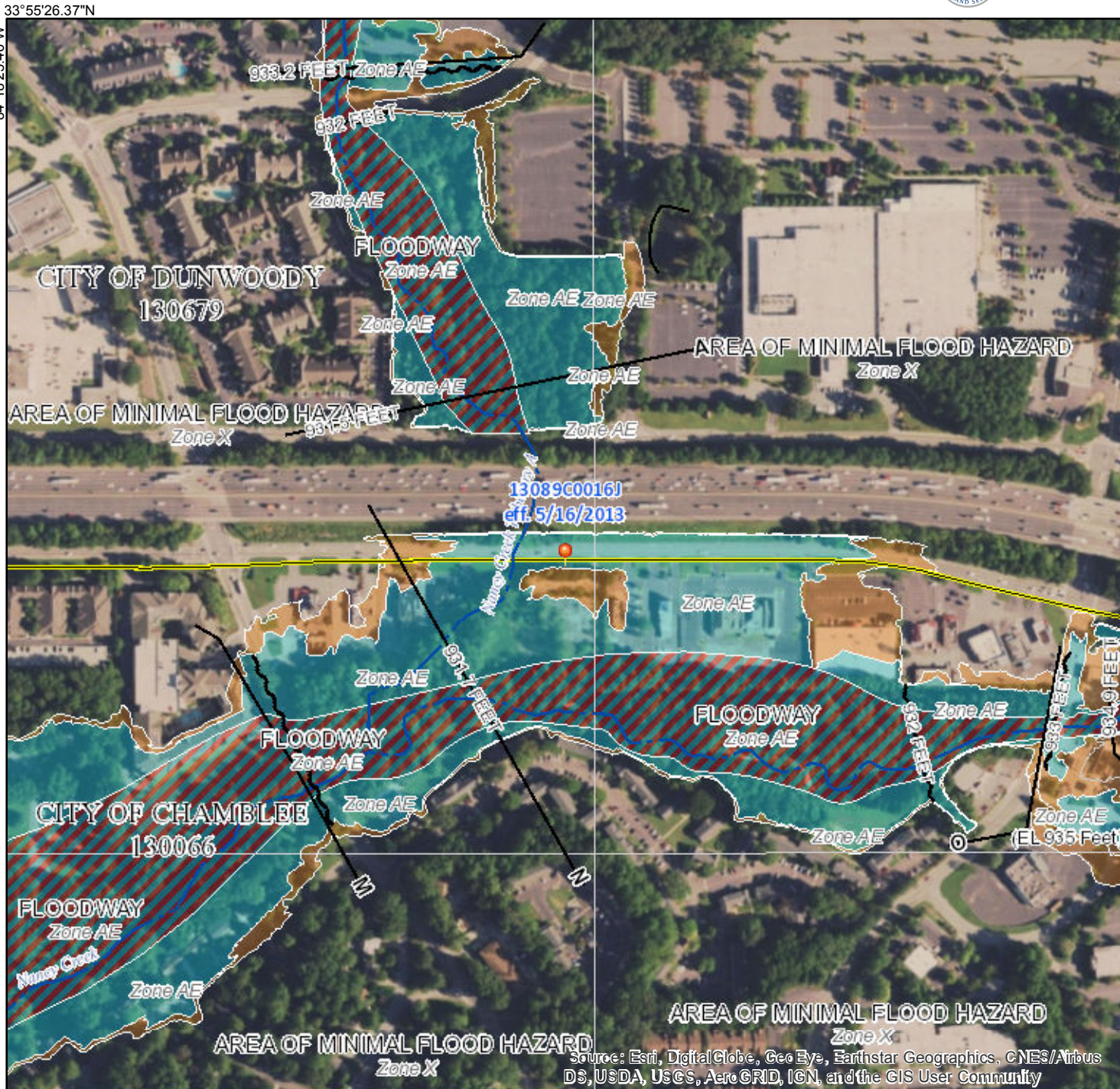
FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth
		Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		17.5 Coastal Transect
		513 Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

84°18'25.46"W



84°17'48.00"W

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/9/2018 at 12:59:52 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

12.3 FLOOR PLAN:

The remainder of this page is intentionally blank.

Note: CAD versions of these plans are available from the County.

ATTACHMENT L
SAMPLE COUNTY CONTRACT

CONTRACT NO. XXXXXXXX
DESIGN, DEMOLITION AND CONSTRUCTION OF NEW TAG OFFICE

This DESIGN, DEMOLITION AND CONSTRUCTION AGREEMENT (the “**Agreement**” or “**Contract**”) is by and between DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the “**Owner**” or “**County**”) and _____, a Corporation of the State of Georgia (hereinafter referred to as the “**Design/Builder**” or “**Contractor**”). This Agreement is for the design and construction of the NEW TAG OFFICE of DeKalb County identified as: (the “**Project**”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

A. The Contract: The Contract between Design/Builder and Owner, of which this Agreement is a part, consists of the Contract Documents. The Contract shall be effective on the date this Agreement is executed by all parties (Owner and Design/Builder).

B. The Contract Documents: The Contract Documents consist of this Agreement and all attachments and exhibits attached hereto and incorporated herein, the proposal document package – RFP 18-500490 – DESIGN, CONSTRUCTION AND DEMOLITION – TAG OFFICE dated June 25, 2018, any Special Conditions issued herewith, the Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner in accordance with this Agreement, Change Orders and Field Orders issued in accordance with this Agreement, any other written amendments executed by Owner and Design/Builder, all of which are hereby incorporated herein by reference and made a part hereof.

C. Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Article I, B. of this Agreement are not Contract Documents.

D. Complete Agreement: The Contract, together with Design/Builder’s and Surety’s performance and payment bonds for the Project, if required, constitute the entire and exclusive agreements between Owner and Design/Builder with reference to the Project. The Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

E. Contract Interpreted as a Whole: The Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be required.

F. Provision of All Things Required: Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by Design/Builder for the Contract Price.

G. Privity Only with Design/Builder: Nothing contained in the Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except Design/Builder.

H. Agreed Interpretation of Contract Terms: When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. Headings are used herein solely for convenience.

I. Term “Include” Intended to Be Encompassing: “Include”, “includes”, or “including”, as used in the Contract, shall be deemed in all cases to be followed by the phrase, “without limitation”.

J. Use of Singular and Plural: Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

K. Definition of Material Breaches Not Exhaustive: The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

L. Order of Precedence: In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents which make up this Contract, the following shall control:

1. As between figures given on plans and scaled measurements, the figures shall govern;
2. As between large scale plans and small scale plans, the large scale plans shall govern;
3. As between plans and specifications, the requirements of the specifications shall govern;
4. As between this Agreement and the plans or specifications, this Agreement shall govern.

ARTICLE II
DESIGN/BUILDER'S REPRESENTATIONS

A. Specific Representations: In order to induce Owner to execute this Agreement and recognizing that Owner is relying thereon, Design/Builder, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement or the Contract, or implied by operation of law, makes the following express representations to Owner:

1. Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture, utility contracting, and general contracting by all public entities having jurisdiction over Design/Builder or the Project;
2. Design/Builder will maintain all necessary licenses, permits or other authorization necessary to act as Design/Builder for the Project until Design/Builder's duties hereunder have been fully satisfied;
3. Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of the Contract;
4. Prior to the execution of this Agreement, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the surface and sub-surface conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into the Contract;
5. Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

ARTICLE III
REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

A. Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. "Design Scope Specification" means the document prepared by Owner dated March 13, 2017 which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. A copy of the Scope of Design / Build Services is attached hereto as Exhibit 1 and is incorporated herein by reference. The Design / Build Services shall be performed within the time provided by the Design Schedule.

B. Owner's Review of Design Services: Subject to Article XIII, G. of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to Owner's Representative for review and approval in accordance with the terms of the Contract. However, any such review or approval by Owner or Owner's Representative shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract. Owner may direct Design/Builder to make changes to any such documents in order to conform such documents to Owner's objectives. Any such changes by Design/Builder ordered by Owner shall not relieve Design/Builder of its obligations hereunder unless, and only to the extent that, Design/Builder notifies Owner in writing within seven (7) days of receipt of Owner's directive to make such changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of Design/Builder to submit its notice within said seven (7) day period shall constitute a waiver by Design/Builder of any claim for an adjustment to the Design Schedule or the Contract Time.

C. Preparation of Site Information: Design/Builder shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines and easements. Sewer easements, both construction and permanent, shall be referenced to property lines by field surveys, and plans shall include the location of any improvement as it relates to property lines.

D. Retention of Geotechnical Consultants: In preparing the Design Documents, Design/Builder shall retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and construction of the Project. Design/Builder shall be responsible for designing the Project in accordance with the analysis and recommendations of its geotechnical consultant.

E. Quality of Design Services: Design/Builder shall be responsible for the professional quality, completeness, accuracy, and coordination of Design Documents. Design/Builder shall provide Design Services that will result in an operationally cost-efficient and economical facility

that meets all environmental and regulatory requirements as of the date hereof, and uses the most appropriate available technology. Design/Builder shall provide for all testing and inspections required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

F. Coordination with County's Separate Contractors: Design Builder acknowledges that the County intends to engage separate contractors to perform work adjacent and connected to the Project Work. Design/Builder shall cooperate with the County to ensure the efficient coordination with County's separate contractors. Such cooperation shall include, but is not limited to, attending coordination meetings, sharing of schedule and layout information, as well as further reasonably requested integration functions.

G. Compliance with Laws and Regulatory Requirements: In providing Design Services, Design/Builder shall comply with the lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. Design/Builder shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

H. Laws and Regulations: The Design/Builder's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project, shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Design/Builder shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and County in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, Design/Builder shall herewith report the same, in writing, to the Owner. Design/Builder shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the County and its agents against any such law, ordinance, regulation, order, or decree, whether by Design/Builder or by Design/Builder's employees.

I. Applicable Requirements: The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the County, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Design/Builder performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the County, Design/Builder shall assume full responsibility therefor and shall bear any and all costs necessary to correct the Work.

J. Duty to Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

K. Schedule of Design Services: Design/Builder shall submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services which shall include allowance for reasonable time required for Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. The Design Schedule, when approved by Owner, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify Owner's Representative in writing. In such notice, Design/Builder shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles XVI and XVII of this Agreement. Subject to the provisions of Article XIII, G. of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

SAMPLE

ARTICLE IV
PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

A. Determining The Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project including, but not limited to, any design, construction, coordination with County's separate contractors, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.

B. Report on Project Requirements and Objectives: Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Article III, B. of this Agreement.

SAMPLE

ARTICLE V
PRELIMINARY DESIGN

A. Time For Preliminary Design: Not later than XX calendar days after the Notice to Proceed date the Design/Builder shall review with Owner the written report required by Article IV, B. above, Design/Builder shall prepare and submit to Owner a Preliminary Design for the Project.

B. Contents Of Preliminary Design: The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

1. Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building structure;
2. Preliminary drawings which illustrate each exterior view of the Project;
3. Preliminary drawings, which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;
4. Preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;
5. A written description of the materials and equipment to be incorporated into the Project and the location of same;
6. Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification and the Contract.

C. To Be Reviewed with Owner: Design/Builder shall review with Owner the Preliminary Design and shall incorporate any changes ordered by Owner with respect to said Preliminary Design or with respect to the requirements of the Project.

D. Authorization to Proceed with Detailed Design: After review of the Preliminary Design and incorporation of any changes ordered by Owner, Owner shall authorize Design/Builder in writing to commence preparing the Detailed Design or such part thereof as directed by Owner.

ARTICLE VI
DETAILED DESIGN

A. Time For Preparation: Not later than XX days after Owner has authorized Design/Builder to commence with the Detailed Design as provided in Article V, D. hereinabove, Design/Builder shall prepare and submit to Owner the complete Detailed Design.

B. The Detailed Design: The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of Article XIII, G. of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

C. Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully integrated, operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

SAMPLE

ARTICLE VII
CONSTRUCTION SERVICES

A. General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with the Contract and to render the Project and all its components operational, functional and legally usable for their intended purpose.

B. Work Defined: The term “Work” shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

1. Construction of the whole and all parts of the Project in full and strict conformity with the Contract;
2. The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
3. The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
4. The creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
5. The furnishing of any required surety bonds and insurance as required by the Contract;
6. The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder;
7. The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE VIII
TIME FOR CONSTRUCTION: THE CONTRACT TIME

A. Notice of Commencement: After Owner has approved the Design Documents for the Detailed Design, Owner shall issue a notice to commence the Work directing Design/Builder to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

B. Time for Completion: Design/Builder shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Design/Builder shall substantially complete the Work not later than May 30, 2018 or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is 285 calendar days, the "Contract Time". Design/Builder shall achieve Final Completion of the Work no later than 285 calendar days after the Notice to Proceed date.

C. Contract Term: This Contract shall terminate in accordance with the termination provisions of this Contract, and terminate absolutely, with no renewals, on May 30, 2018 unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

D. Liquidated Damages for Delay in Submittal of Detailed Design: Design/Builder shall pay Owner the sum of five hundred dollars and NO/100th (\$500.00) per day for each day the Project remains out of compliance for submission of Detailed Design after XX days. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply led Design so long as Design/Builder's actions regardless of whether Design/Builder has been terminated by Owner prior to submission of _____ inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in submission of Detailed Design.

E. Liquidated Damages For Delay In Substantial Completion: Design/Builder shall pay Owner the sum of five hundred dollars and NO/100th (\$500.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the Scheduled Completion Date. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Substantial Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Substantial Completion. When Owner reasonably believes that Substantial Completion will be unexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder

overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

F. Liquidated Damages for Delay In Final Completion: If Design/Builder fails to achieve Final Completion within 270 calendar days from the Notice to Proceed date, Design/Builder shall pay Owner the sum of five hundred dollars and NO/100th (\$500.00) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by Design/Builder shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether Design/Builder has been terminated by Owner prior to Final Completion so long as Design/Builder's actions or inactions contributed to the delay. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Design/Builder's performance hereunder for matters other than delays in Final Completion. When Owner reasonably believes that Final Completion will be inexcusably delayed; Owner shall be entitled, but not required, to withhold from any amounts otherwise due to Design/Builder an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Design/Builder overcomes the delay in achieving Final Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Design/Builder those funds withheld, but no longer applicable as liquidated damages.

G. Time Is of The Essence: All limitations of time set forth herein are material and time is of the essence of the Contract.

Time for Completion and Liquidated Damages:

1. It is hereby understood and mutually agreed, by and between the Design/Builder and the County, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
2. The Design/Builder agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Design/Builder and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
3. If the said Design/Builder shall neglect, fail or refuse to complete the Work within the time herein specified, then the Design/Builder does hereby agree, as a part consideration for the awarding of this Contract, to pay to the County, the amount specified herein, not as a penalty, but as liquidated damages.

4. It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Design/Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Design/Builder, including but not restricted to, acts of God, or to the public enemy, acts of the County, acts of another contractor in the performance of the contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.
5. Provided further, that the Design/Builder shall within seven (7) days from the beginning of such delay, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Design/Builder within a reasonable time of its decision in the matter.
6. Where the County has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the County, at its option, may, in lieu of all or a portion of liquidated damages owed by the Design/Builder, charge the Design/Builder for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date.

ARTICLE IX
ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

A. Examination of Work by Design/Builder: It is understood and agreed that the Design/Builder has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

B. Materials, Services, and Facilities:

1. The Design/Builder shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Design/Builder to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Design/Builder shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
2. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
3. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, tested and commissioned as directed by the manufacturer.
4. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Design/Builder shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

C. Design/Builder to Perform All Work Required by the Contract: The intent of the Contract is to require complete, correct and timely execution of the design and the Work. Any and all Work that may be required, reasonably implied or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder in accordance with Article X of this Agreement for the Contract Price.

D. Design/Builder's Obligations: The Design/Builder shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. Design/Builder shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Design/Builder alone shall be responsible for the safety, efficiency, and adequacy of Design/Builder's plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Design/Builder shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

E. Strict Compliance with The Contract Documents: All Work performed by Design/Builder shall be in strict compliance with the Contract. "Substantial Compliance" is not strict compliance. Any Work not in strict compliance with the Contract is defective.

F. Supervision of the Work: The Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort, Design/Builder bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Design/Builder.

G. Warranty of Workmanship and Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

H. Commencement of Guarantee and Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Work.

I. Design/Builder's Schedule of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to Owner, for its information, and comply with, Design/Builder's Schedule of Construction for completing the Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Work on

week days and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract.

J. Record Copy of Contract Documents: Design/Builder shall continuously maintain at the site, for the benefit of Owner, an updated copy of the Contract, including one record copy of the Contract Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Design/Builder shall maintain at the site, for the benefit of Owner, a copy of all Shop Drawings, Product Data, Samples, and other Submittals. Upon Final Completion of the Work, and/or upon Owner's request, all of the documents described in this Paragraph shall be finally updated and delivered to Owner and shall become the property of Owner.

K. Review and Approval of Submittals: Design/Builder shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract.

L. Owner's Option to Review Submittals: Owner shall, in its discretion, have the right to review and approve Submittals, and if Owner so elects, Design/Builder shall not perform any portion of the Work as to which Owner has required Submittal and review until such Submittal has been approved by Owner's Representative. Approval by Owner, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of the Contract nor shall such approvals relieve Design/Builder of any of its responsibilities or warranties under the Contract. If Owner elects to review Submittals, Design/Builder shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Design/Builder shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to Owner. Shop Drawings and other Submittals from Design/Builder do not constitute a part of the Contract.

M. Procurement and Review of Warranties: Design/Builder shall procure from all Subcontractors and Suppliers and shall transmit in writing to the Owner, all warranties required by the Contract. Design/Builder shall review all such warranties and shall certify to Owner that the warranties are in strict compliance with the requirements of the Contract.

N. Procurement of Operations and Maintenance Documentation: Design/Builder shall prepare or procure and shall transmit to Owner all documentation required by the Contract regarding the operation and recommended maintenance programs relating to the various elements of the Work.

O. As-Built Drawings: Design/Builder shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in strict compliance with the requirements of the Contract. The Design/Builder shall, upon completion of the Work, furnish a marked set of Drawings showing the field changes, as actually installed and as specified under sections of the Specifications, and deliver them to the Owner.

P. Compliance with Labor Laws: Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

Q. Inspection and Testing of Materials: Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner. The cost of such inspection and testing shall be paid by the Design/Builder. The Design/Builder shall furnish evidence satisfactory to the Owner that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

R. Inspection of Work:

1. The Design/Builder shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Owner and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Owner or its representative at the site of the Work shall not be construed to, in any manner, relieve the Design/Builder of this responsibility for strict compliance with the provisions of the Contract Documents.
2. If the specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Design/Builder shall give the Owner timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Owner shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Design/Builder. Design/Builder having secured all certificates of inspection will deliver same to the Owner upon completion. If any work should be covered up without approval or consent of the Owner, it shall, if required by the Owner, be uncovered for examination at the Design/Builder's expense.
3. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract.

S. Owner's Regulations and Applicable Laws: Design/Builder shall, during the course of the Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder

warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Work to be performed under the Contract.

T. Compliance with Construction Regulations: Design/Builder shall perform the Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall indemnify and hold Owner harmless from all loss, damages, and expense, including attorney's fees, resulting from any such violation or alleged violation.

U. Permits, Licenses and Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify Owner's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply Owner with copies of same. The originals of said permits, licenses and authorizations shall be delivered to Owner upon completion of the Work, and receipt of such documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Work. The County will not charge the Design/Builder for permits and inspections obtained from the County.

V. Conditions to Site Access: While on Owner's property, all Design/Builder's employees and Subcontractors shall confine themselves to areas designated by Owner's Representative and will be subject to Owner's badge and pass requirements, if any, in effect at the site of the Work.

W. Protection of Work, Property, and Persons:

1. The Design/Builder will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Design/Builder will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Design/Builder will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. Design/Builder will erect and maintain, as required by the conditions and progress of the Work, all necessary warning, safeguards for devices and safety and protection of the Work, the public, and adjoining property. Design/Builder will notify owners of adjacent utilities when prosecution of the Work may affect them. The

Design/Builder will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Design/Builder shall, prior to commencing other on-site work, accurately locate utilities within the structure and above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Design/Builder shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Design/Builder shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.

3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Design/Builder, upon notification to the Owner, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Design/Builder due to such extra work shall be submitted to the Owner, in writing, within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.
4. All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Design/Builder and the responsible agency. The Design/Builder shall assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Design/Builder's activities.

X. Repair of Collateral Damages: Unless otherwise instructed by Owner, Design/Builder shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Design/Builder's performance of the Work.

Y. Cleaning Up: The Design/Builder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Design/Builder's employees or work. Upon completion of the Work, the Design/Builder shall remove all Design/Builder's plants, tools, materials, and other articles from the property of the County.

Z. Access to Work: The County shall at all times have access to the Work wherever it is in preparation or progress and the Design/Builder shall provide proper facilities for such access without formality or other procedures.

AA. Decisions Regarding Aesthetic Effect: Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

BB. Design/Builder to Remain an Independent Contractor: In the performance of the Contract, Design/Builder's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by Owner or Owner's Representative to Design/Builder or any of Design/Builder's employees, Subcontractors, or representatives.

CC. Assignments: The Design/Builder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County.

SAMPLE

ARTICLE X
CONTRACT PRICE

Contract Price: Owner shall pay, and Design/Builder shall accept, as full and complete payment for the Design Services, the performance of all Work required by the Contract, and the performance of all requirements of this Agreement, the Contract Price. The Contract Price shall be a sum in an amount not to exceed _____.

SAMPLE

ARTICLE XI
PAYMENT OF THE CONTRACT PRICE

A. Payment Procedure: Owner shall pay the Contract Price to Design/Builder in accordance with the procedures set forth in this Article XI.

Partial payments to the Design/Builder shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

Payment to the Design/Builder shall be made within thirty (30) days of submission by the Design/Builder of a duly certified and approved invoice of work performed during the preceding calendar month, less the amount of retainage. The invoice shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress are reasonably satisfactory to the County, the withholding of retainage shall be discontinued. If after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
3. When the Work is substantially complete (operational or beneficial occupancy) and the County determines the Work to be reasonably acceptable, the Design/Builder shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the County, shall be withheld until such items are completed.
4. This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Design/Builder, within ten (10) days of receipt of retainage from DeKalb County, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, DeKalb County, in its discretion, may require the Design/Builder to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment. Within sixty (60) days after the Work is fully completed and accepted by the County, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Design/Builder shall have completed

all work necessary and reasonably incidental to the Contract, including final cleanup and restoration.

5. Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within forty-eight (48) hours of demand by Owner.
6. Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Work are fully complete.

B. Owner's Review of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work and the Design Services is as represented in the pay request and as required by the Contract.

C. Conditions Precedent To Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Work and Design Services as required by this Agreement and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form acceptable to Owner, from all Subcontractors, materialmen, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.

D. Title Passes Upon Payment: Design/Builder warrants and represents that upon payment of any pay request submitted by Design/Builder, title to all Work covered by the pay request shall immediately pass to Owner. All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the County, but this provision shall not be construed as relieving the Design/Builder from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work.

E. Payment Not a Waiver or Acceptance: No payment to Design/Builder, nor any use or occupancy of the Project by Owner, shall be interpreted or construed to constitute acceptance of any Work not in strict compliance with the Contract, and Design/Builder expressly accepts the risk that defective Work may not be detected (1) during any inspection by Owner, (2) prior to making of any payment to Design/Builder, or (3) before Owner's occupancy of the Project.

F. Withholding of Payment: Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to Design/Builder in an amount then believed by Owner to be adequate to cover the penalties, damages, and potential losses resulting or likely to result from:

1. The quality of a portion, or all, of Design/Builder's Work not being in accordance with the requirements of this Contract;
2. The quantity of Design/Builder's Work not being as represented in Design/Builder's pay request, or otherwise;
3. Design/Builder's rate of progress being such that, in Owner's opinion, Substantial Completion, Final Completion, or both, may be unexcusably delayed;
4. Design/Builder's failure to use Contract funds, previously paid Design/Builder by Owner, to pay Design/Builder's Project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment Suppliers;
5. Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
6. Claims made, or likely to be made, against Owner or its property;
7. Loss caused by Design/Builder; Design/Builder's failure or refusal to perform any of its obligations to Owner. In the event that Owner makes written demand upon Design/Builder for amounts previously paid by Owner as contemplated in this Article XI, H., Design/Builder shall promptly comply with such demand.

G. Unexcused Failure to Pay: If Owner, without cause or basis hereunder, fails to pay Design/Builder any amounts due and payable to Design/Builder within thirty (30) days after the date established herein for payment of such amounts, then Design/Builder may suspend its Design Services or, as applicable, the Work until payment is made, provided that Design/Builder first gives ten (10) days' written notice to Owner of its intent. Any payment due hereunder which is not made within thirty (30) days after the date due shall bear interest at the rate of 7 percent (7%) per annum.

H. Payments to Design/Builder: Cost Breakdown - The Design/Builder shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials.

ARTICLE XII
SUBSTANTIAL AND FINAL COMPLETION

A. Substantial Completion: “Substantial Completion” means that stage in the progression of the Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

B. Determination of Substantial Completion: When Design/Builder believes that the Work is substantially complete, Design/Builder shall notify Owner in writing and shall submit to Owner a list of items remaining to be completed or corrected. Owner will perform an inspection and if the Work is substantially complete in the opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the date, 30 days hence, within which Design/Builder shall complete any items of incomplete or defective Work. The Certificate of Substantial Completion shall be submitted to Design/Builder for its written acceptance of the responsibilities assigned to it in such certificate.

C. Final Completion: “Final Completion” means the completion of all Design Services and all Work required by, and in strict compliance with, the Contract, including Design/Builder’s provision to Owner of all documents and things required to be provided by the Contract.

D. Determination of Final Completion: When Design/Builder believes that all of the Work is finally complete, and Design/Builder is ready for a final inspection, Design/Builder shall so notify Owner in writing. Owner will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then Owner will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

E. Conditions Precedent to Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, Design/Builder shall furnish Owner, in the form and manner required by Owner, the following:

1. An affidavit that all of Design/Builder’s obligations to Subcontractors, laborers, equipment or material Suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

2. If required by Owner, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might have a claim against Owner or Owner's property;
3. If applicable, consent(s) of Surety to final payment;
4. A complete set of the as-built drawings and the record set of Contract Documents;
5. All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a contractor, or expressly required herein, as a part of or prior to Project closeout.

F. Acceptance of Final Payment a Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

G. Final Payment:

1. Before final payment to the Design/Builder of the percentage retained by the County, the following requirements shall be complied with:
 - a. Final Inspection: Upon notice from the Design/Builder that Design/Builder's work is completed, the Owner shall make a final inspection of the Work, and shall notify the Design/Builder of all instances where Design/Builder's work fails to comply with the Drawings and Specifications, as well as any defects Design/Builder may discover. The Design/Builder shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications. Failure of the Owner to notify the Design/Builder of any defect or deficiency in the Work and/or failure of the Work to comply with the Drawings and Specifications shall not release or discharge the Design/Builder from any of its duties or obligations under this Agreement.
 - b. Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Design/Builder shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
2. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Payments otherwise due the Design/Builder may be withheld by the County because of defective work not remedied and unadjusted damage to others by the Design/Builder or Subcontractors, vendors, or laborers.

3. Requests for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the County. All requests for final payment are subject to final approval and audit by the Board of Commissioners of DeKalb County.

SAMPLE

ARTICLE XIII
OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

A. Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.

B. Review of Documents: Owner shall review any documents submitted by Design/Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.

C. Provide Notice of Defects: In the event Owner knows of any material fault or defect in the Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof to Design/Builder.

D. Access to the Site and the Work: Owner shall provide Design/Builder access to the site and to the Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.

E. Cooperation to Secure Permits, Licenses, Approvals, and Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

F. Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Work.

G. Owner's Reviews, Inspections, Approvals, And Payments Not a Waiver: Owner's review, inspection, or approval of any Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of such Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Owner.

H. Delay or Forbearance Not Waiver: Owner's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any

obligation of Design/Builder under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

I. Documents Requested by Design/Builder: Owner shall furnish to Design/Builder, prior to the execution of this Agreement, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Design/Builder only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, Owner does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefor. If Design/Builder requests in writing, Owner shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

J. Approvals and Easements: Owner shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Work. Design/Builder shall render such assistance as Owner may request in obtaining such easements, certificates of occupancy, and the like.

K. Right to Stop Work: In the event Design/Builder fails or refuses to perform the Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, Owner may, at its option, instruct Design/Builder to cease and desist from performing further Work, or any part thereof. Upon receipt of such instruction from Owner in writing, Design/Builder shall immediately cease and desist as instructed by Owner and shall not proceed further until the cause for Owner's instructions has been corrected, no longer exists, or Owner instructs that the Work may resume.

L. Owner's Right to Perform Work: In the event Owner issues such instructions to stop Work, and in the further event that Design/Builder fails and refuses within seven (7) days of receipt of same to provide adequate assurance to Owner that the cause of such instructions will be eliminated or corrected, then Owner shall have the right to carry out the Work with its own forces, or with the forces of other contractors, and Design/Builder shall be fully responsible for the costs incurred in correcting any defective or deficient Work. The rights set forth in Article XIII, K. and this Article XIII, L. are in addition to, and without prejudice to, any other rights or remedies Owner may have against Design/Builder, including the rights to terminate or withhold payment as provided herein.

M. Owner's Representative: "Owner's Representative" means the individual named by Owner, in writing, to act on Owner's behalf in the administration of the Contract.

ARTICLE XIV
PROJECT DOCUMENTATION

A. Maintenance of Project-Related Records: Design/Builder shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than seven (7) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

B. Availability of Project-Related Records to Owner: All Project Records which are in the possession of Design/Builder or Design/Builder's Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

SAMPLE

ARTICLE XV
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

A. Subcontractor Defined: A “Subcontractor” means an entity which has a direct contract with Design/Builder to perform a portion of the Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project. The Design/Builder understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the contractor proposed to perform it have been declared in the Proposal to the Contract; or the Design/Builder shall have obtained written approval from the County.

THE DESIGN/BUILDER FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE DESIGN/BUILDER SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE DESIGN/BUILDER FOR WHICH DEKALB COUNTY SHALL NOT BE OBLIGATED TO PAY.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the County.

B. Supplier Defined: A “Supplier” means an entity providing only equipment or materials for the performance of the Work.

C. Objections to Subcontractors: Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

D. Terms of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder herein, including those rights of Contract suspension, termination, and stop Work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.

E. Design/Builder Responsible For Acts of Its Subcontractors: Should Design/Builder subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

F. Removal of Subcontractors and Personnel: If, at any time during the course of the Project, Owner reasonably determines that the performance of any Subcontractor or any member of Design/Builder’s staff working on the Project is unsatisfactory, Owner may require

Design/Builder to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to Owner for delays or inefficiencies the change may cause.

G. Design/Builder's Personnel:

1. The Design/Builder will supervise and direct the Work. Design/Builder will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Design/Builder, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Owner prior to start of the Work. The Superintendent so named by the Design/Builder shall be employed by the Design/Builder and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Design/Builder during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Design/Builder, and all directions given to the Superintendent shall be as binding as if given to the Design/Builder.
2. Only persons skilled in the type of work which they are to perform shall be employed. The Design/Builder shall, at all times, maintain discipline and good order among Design/Builder's employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

ARTICLE XVI
CHANGES AND EXTENSIONS OF TIME

A. Definition of Change Order: “Change Order” shall mean a written order to the Design/Builder authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by the DeKalb County Board of Commissioners, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The County’s Chief Executive Officer or his/her designee shall have authority to approve a change order in a total amount less than \$100,000.00.

Design/Builder acknowledges that Change Orders may require the approval of the DeKalb County Board of Commissioners. Design/Builder agrees that Owner may have no less than thirty-one (31) days in which to seek approval by said Board of any proposed or required Change Order. In no event, and under no circumstances, shall Design/Builder make any claim for delay, acceleration, interference, or other claim for damages, cost or expense arising out of, or relating to, the time required to secure the approval or rejection of any Change Order, so long as said approval or rejection is made by the Board within thirty-one (31) days after submission of a proposed Change Order by Design/Builder.

B. Changes in the Work:

1. The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
2. The Owner, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Design/Builder shall proceed with the performance of any changes in the Work so ordered by the Owner unless the Design/Builder believes that such Field Order entitles Design/Builder to a change in Contract Price or Time, or both, in which event Design/Builder shall give the Owner written notice thereof within fifteen days after the receipt of the ordered change, and the Design/Builder shall not execute such changes pending the receipt of an executed Change Order or further instruction from the County.
3. The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
 - a. Unit prices previously approved.
 - b. An agreed sum.

- c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent of the actual cost of such work to cover the cost of general overhead and profit.

C. Modification: This Agreement may be modified or amended by the County to reduce the scope of work or Project description upon seven (7) days written notice; the written notice shall be sent to the Design/Builder addressed as follows:

All notices shall be sent via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the Design/Builder's address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County.

D. Continuing Duty to Perform Work and Make Payment: In the event the parties are unable to agree on the terms of a Change Order, then Design/Builder shall continue to diligently perform the Design Services and the Work, including any change directed by Owner by Change Order, and shall keep thorough records of the cost of performance of such Change Order.

E. Changes in Unit Prices: If unit prices are provided in the Contract, and if the quantities contemplated are changed in a proposed Change Order such that an application of the unit prices to the quantities of Work proposed will cause substantial inequity to Owner or to Design/Builder, the applicable unit prices may be equitably adjusted.

F. Minor Changes: Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price nor extension of the Contract Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and Design/Builder shall promptly carry out such written Field Orders.

G. Effect of Executed Change Order: The execution of a Change Order by Design/Builder shall constitute conclusive evidence of Design/Builder's agreement to the ordered changes in the Design Services or the Work and the Contract Time, if any, as thus amended.

H. Consent of Surety: Design/Builder shall notify and obtain the consent and approval of Design/Builder's surety with reference to all Change Orders if such notice, consent or approvals are required by Owner, Design/Builder's surety or by law. Design/Builder's execution of the Change Order shall constitute Design/Builder's warranty to Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

I. Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Work in the best professional manner.

SAMPLE

ARTICLE XVII
CLAIMS BY DESIGN/BUILDER

A. Terms and Conditions of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article XVII, and strict compliance herewith shall be a condition precedent to any liability of Owner therefor.

B. Notice of Claim: All Design/Builder claims, disputes and other matters in question against Owner arising out of or related to the Contract or the breach thereof, including without limitation claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to Owner. Such written notice of claim shall be received by Owner no later than seven (7) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the amount claimed. Design/Builder agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto.

C. Documentation in Support of Claims: Upon discovering an event or condition forming the basis of a claim for an increase in the Contract Price or an extension of the Contract Time, Design/Builder shall, until the claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis for the claim. **Formal Written Claim:** No later than thirty (30) days after the date of the written notice of claim, Design/Builder shall submit a formal written claim which shall include at least the following information: (1) a concise statement of the occurrence(s) supporting the claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the claim dispute or other matter; (3) the date Design/Builder discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the claim, dispute or other matter. The claim shall be verified as to its truthfulness and accuracy, under oath, by an officer of the Design/Builder. Other information or documents shall be submitted to Owner within ten (10) days after written request by Owner. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by Owner within ten (10) days after the written request shall constitute a waiver of any claim for additional compensation or time extension related thereto.

D. Continuous Duty to Provide Documentation: Design/Builder shall provide, and continue to provide, to Owner all such documentation, including cost and time records, as and when Owner may request so that Owner may evaluate Design/Builder's claim.

E. Duty to Continue Performance: Design/Builder and Owner shall continue their performance hereunder regardless of the existence of any claims submitted by Design/Builder.

F. Claims for Increase in Contract Price: In the event Design/Builder seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of Owner therefor, Design/Builder shall strictly comply with the requirements of Article XVII, B. above

and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by Design/Builder of any claim.

G. Limit of Owner's Liability for Increased Costs: In connection with any claim by Design/Builder against Owner for compensation in excess of the Contract Price, any liability of Owner shall be strictly limited to the Cost of the Work and Services as defined and allowed in Article X, A hereinabove and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Design/Builder or its Subcontractors. Owner shall not be liable to Design/Builder for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which Owner would not be liable to Design/Builder under the terms of the Contract. As a condition precedent to Owner's liability to Design/Builder for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Design/Builder and such claims must have been submitted to Owner by Design/Builder in strict compliance with all the requirements of this Article XVII. Owner shall not be liable to Design/Builder for claims of third parties including Subcontractors, unless and until the liability of Design/ Builder therefor has been established in a court of competent jurisdiction.

H. Claims for Increase in Contract Time: If Design/Builder is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by Owner or someone acting in Owner's behalf, or by changes ordered in the Design Services or the Work, unusually bad weather not reasonably anticipatable, fire or other Acts of God, then the date for achieving Substantial Completion, or, as applicable, Final Completion, shall, subject to the provisions of Article XVII, J. below, be appropriately adjusted by Owner upon the written notice and claim of Design/Builder to Owner for such reasonable time as Owner may determine. A task is critical within the meaning of this Article XVII, I. if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent to any right to an extension of time, Design/Builder shall strictly comply with the requirements of Article XVII, B. above and such notice shall be given by Design/Builder before proceeding to execute any additional or changed Design Services or Work. If Design/Builder fails to give such notice, any claim for an extension of time shall be waived. In the event the delay to Design/Builder is a continuing one, only one notice and claim for additional time shall be necessary, provided the continuing nature of the delay is indicated in the notice and claim.

I. Owner's Right to Order Acceleration and to Deny Claimed and Appropriate Time Extensions, in Whole or in Part: Design/Builder acknowledges and agrees that Substantial Completion of the Work by or before the Scheduled Completion Date is of substantial importance to Owner.

1. Owner shall accordingly have the right in its sole discretion to order Design/Builder to accelerate its progress in such a manner as to achieve Substantial Completion on or before such date as Owner may reasonably direct and, upon receipt, Design/Builder shall comply with such order.

2. In the event that Design/Builder is otherwise entitled to an extension of Contract Time and has made claim therefor in accordance with Article XVII , I. above, Owner shall have the right in its sole discretion to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

J. Claims Resolved By Change Order: The resolution of any claim under this Article XVII shall be reflected by a Change Order executed by Owner and Design/Builder.

SAMPLE

ARTICLE XVIII
UNCOVERING AND CORRECTING WORK

A. Design/Builder not to Cover Work Contrary to Requirements: If any of the Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

B. Owner's Right to Order Uncovering of Any Work: If any of the Work is covered, concealed or obscured in a manner not inconsistent with Article XVIII, A. above, it shall, if required by Owner, be uncovered for inspection. If such Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Work does not strictly conform to the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

C. Guarantee and Correction of Work: The Design/Builder shall guarantee all work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the County, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Design/Builder of liability for incomplete or faulty materials or workmanship. The Design/Builder shall promptly remedy any omission or defect in the Work and pay for any damage to other Replacement or facilities resulting from such omission or defect which shall appear within a period of twelve (12) months from the date of final completion, unless a longer period is elsewhere specified. In the event that the Design/Builder should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the County may do so and charge the Design/Builder the cost thereby incurred. The Performance Bond shall remain in full force and effect through all warranties contained in the Contract Documents.

D. Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Work for a period of twelve (12) months following Final Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.

E. No Period of Limitation Established: Nothing contained in Article XVIII, C. and XVIII, D. shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the twelve (12) month time period in Article XVIII, C. or XVIII, D. above relates only to the duty of Design/Builder to specifically correct the Work.

F. Owner's Option to Accept Defective Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Work. Owner shall be entitled to such reduction in the Contract Price regardless of whether Owner has, in fact, removed and corrected such defective Work. If the unpaid balance

of the Contract Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design/Builder shall, upon written demand from Owner, pay Owner such additional compensation for accepting defective or nonconforming Work.

SAMPLE

ARTICLE XIX
SUSPENSION AND TERMINATION

A. Suspension of Performance: Owner may for any reason whatsoever suspend performance under the Contract. Owner shall give written notice of such suspension to Design/Builder specifying when such suspension is to become effective.

B. Ceasing Performance upon Suspension: From and upon the effective date of any Suspension ordered by Owner, Design/Builder shall incur no further expense or obligations in connection with the Contract, and Design/Builder shall cease its performance. Design/Builder shall also, at Owner's direction, either suspend or assign to Owner any of its open or outstanding subcontracts or purchase orders.

C. Claim for Costs of Suspension: In the event Owner directs a suspension of performance under this Article XIX, through no fault of Design/Builder, and provided Design/Builder submits a proper claim as provided in this Agreement, Owner shall pay Design/Builder as full compensation for such suspension Design/Builder's reasonable costs, actually incurred and paid, of:

1. Demobilization and remobilization, including such costs paid to Subcontractors;
2. Preserving and protecting Work in place;
3. Storage of materials or equipment purchased for the Project, including insurance thereon;
4. Performing in a later, or during a longer, time frame than that contemplated by this Contract.

D. Resumption of Work after Suspension: If Owner lifts the suspension it shall do so in writing, and Design/Builder shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Design/Builder has exercised its right of termination as provided herein.

E. County's Right to Suspend or Terminate:

1. If the Design/Builder is adjudged bankrupt or insolvent, or if Design/Builder makes a general assignment for the benefit of Design/Builder's creditors, or if a trustee or receiver is appointed for the Design/Builder or for any of Design/Builder's property, or if Design/Builder files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if Design/Builder repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if Design/Builder disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if Design/Builder otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the

Design/Builder and Design/Builder's surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design/Builder, and call upon the surety to finish the Work by whatever method deemed expedient.

2. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may therefore accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability. If the Design/Builder can establish or it is otherwise determined that the Design/Builder was not in default or that the failure to perform is excusable a termination for default will be considered to have been a termination for the convenience of the Owner and the rights and obligations of the parties governed accordingly.
 3. Upon seven days' written notice to Design/Builder, Owner may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items):
 - a. For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 - b. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;
 - c. For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;
 - d. Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court costs;
 - e. Design/Builder shall not be paid on account of anticipatory profits or overhead or consequential damages.
- F. Termination of Agreement:** The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the Design/Builder to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the Design/Builder, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the Design/Builder via (a) registered or certified United States mail, return receipt

requested, postage prepaid, (b) personal delivery, or (c) overnight courier service, addressed as follows:

All notices sent to the above address shall be binding upon the Design/Builder unless said address is changed by the Design/Builder in writing to the County. If this Agreement is so terminated, the Design/Builder shall be paid as provided in this Article XIX.

SAMPLE

ARTICLE XX
OWNERSHIP OF DOCUMENTS

A. Ownership of Documents: All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Design/Builder agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Design/Builder and without any payment of any monies to the Design/Builder therefor. However, any reuse of the documents by the County on a different site shall be at its risk and the Design/Builder shall have no liability where such documents are reused. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with approval in writing of Owner; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other Projects without Owner's prior written authorization.

SAMPLE

ARTICLE XXI
INDEMNITY

A. From Personal Injury Or Damage To Tangible Property: Design/Builder shall indemnify and hold Owner and its affiliates, officers, directors and employees harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Design/Builder's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by Design/Builder or anyone for whose acts Design/ Builder may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by Owner.

B. From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements: Design/Builder shall indemnify and hold harmless Owner and its affiliates, officers, directors, and employees from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss occurring or sustained or resulting from:

1. Any violation by Design/Builder, its Subcontractors, representatives, employees, and agents of any municipal, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract;
2. Environmental violations or contamination from hazardous substances, hazardous wastes and emissions or other substances or chemicals regulated by any applicable environmental laws or regulations and resulting from any willful misconduct, negligent act or omission, or legal violation by Design/Builder, its Subcontractors, Suppliers, representatives, employees, or agents;
3. The failure of any of Design/Builder's employees, agents, representatives, Suppliers, or Subcontractors to obtain and maintain the required skills, licenses, certificates and permits mandated by applicable federal, state or local governing authorities with jurisdiction over construction, fabrication, environmental, health and safety matters on the Project.

C. Hazardous Materials: In the event Design/Builder discovers hazardous or contaminated materials, including but not limited to asbestos, PCBs, petroleum, hazardous waste, or radioactive material, Design/Builder shall stop all Work in connection with such hazardous condition and in any area affected thereby, and notify Owner of the discovery of said condition. Design/Builder shall strictly comply with all applicable laws, regulations, rules or other promulgations by governing bodies, agencies, authorities or organizations having jurisdiction over the Project or the discovery of said hazardous or contaminated material. Design/Builder shall secure the Work site to prevent access by unauthorized personnel. If Design/Builder fails to comply with this Paragraph 21(C) or contaminated, hazardous or suspected contaminated or hazardous material is transported (either on or off site) without notice to Owner, such materials

shall become the property of Design/Builder and Design/Builder shall be solely responsible for all costs and fines associated therewith.

D. Indemnification Agreement: The Design/Builder shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the County. To the fullest extent permitted by law, the Design/Builder shall exonerate, indemnify, and save harmless the County and its affiliates, officers, directors and employees from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the County, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Design/Builder, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Design/Builder expressly agrees to defend, through legal counsel acceptable to the County, against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. Notwithstanding any language or provision in this Contract,

1. With respect to any construction, alteration, repair, or maintenance services performed under this contract, Design/Builder shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnity's sole negligence; and
2. With respect to any engineering, architectural, or land surveying services performed under this contract, Contractor's indemnity obligation extends only to claims, actions, or expenses based upon or arising out of the Contractor's negligence, recklessness, or intentionally wrongful conduct.

ARTICLE XXII
INSURANCE

Insurance must meet the County's requirements and will be furnished by the successful responder(s) upon award.

A. Successful responder(s) will advise their insurance agent of the County's requirements as listed below and that they may not proceed with any work until insurance is provided that is in compliance with these requirements.

B. Contractor's insurance company or agent must mail, email, or bring an original certificate of insurance and applicable declarations or endorsements to the DeKalb County address listed within this Insurance provision. Insurance must be from companies able to do business in Georgia and acceptable to the County as follows:

- a. Certificates must cover:
 - a. *Statutory Workers' Compensation Insurance* of at least \$1,000,000 or proof that Contractor is not required to provide such coverage under State law.
 - i. Employer's liability insurance by accident, each accident \$1,000,000
 - ii. Employer's liability insurance by disease, policy limit \$1,000,000
 - iii. Employer's liability insurance by disease, each employee \$1,000,000
 - b. *Professional Liability Insurance* on the Contractor's services in this Agreement with limit of \$1,000,000;
 - c. *Comprehensive Automobile Liability Insurance* with form coverage provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor.
 - d. *Commercial General Liability Insurance*
 - i. Each Occurrence for bodily injury and property damage liability - \$1,000,000
 - ii. Damage to rented premises (each occurrence) - \$100,000
 - iii. Medical Expense - \$10,000
 - iv. Personal & Advertising Injury - \$1,000,000
 - v. General Aggregate - \$2,000,000
 - vi. Products & Completed Operations - \$2,000,000
 - vii. Contractual Liability where applicable
 - e. *Umbrella or Excess Insurance* is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - \$5,000,000 per occurrence
 - \$5,000,000 aggregate
 - f. DeKalb County, GA shall be named as Additional Insured under any

General Liability, Business Auto and Umbrella Policies. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of DeKalb County, Georgia. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

- g. This insurance for the County as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the County as the additional insured.
- h. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its elected officials, officers, employees or agents, and shall cause each Subcontractor to waive all rights of subrogation for all coverages.
- i. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- j. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County.
- k. The insurance carrier must have a minimum of not less than "A" (Excellent) with a Financial Size Category of VII or better as determined by the rating firm A.M. Best.
- l. Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.
- m. Certificates to contain the location and operations to which the insurance applies.
- n. Certificates to contain successful contractor's protective coverage for any subcontractor's operations. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.
- o. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in the General Liability, please indicate this on the Certificate of Insurance.
- p. Certificates shall be issued to the County and must identify the "Certificate Holder" as follows:
 - DeKalb County, Georgia
 - Director of Purchasing & Contracting
 - Maloof Administration Building
 - 1300 Commerce Drive, 2nd Floor
 - Decatur, Georgia 30030

C. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

D. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

E. Contractor is obligated to comply with any revisions to the County's insurance requirements.

F. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.

SAMPLE

ARTICLE XXIII
SURETY BONDS

Contract Security: The Design/Builder shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to the County and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

Within ten (10) days from the date of Notice of Award of this Contract, the Design/Builder, as Principal, and [INSERT NAME OF SURETY], a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of \$XXXXXXXXXXXXXXX for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. §§ 13-10-1 and 36-91-21 et seq. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (where applicable) and a twelve month guarantee period after the completion of work performed under this Contract. The Performance and Payment Bonds are attached hereto as Attachments 6 and 7.

It is further agreed between the parties hereto that if at any time after the execution of this Agreement and the surety bonds for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Design/Builder shall, at its expense within five days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

In such event no further payment to the Design/Builder shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

A. Georgia Laws Govern: This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

B. Venue: This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Superior Court of DeKalb County, Georgia and the Superior Court of DeKalb County, Georgia shall have sole and exclusive jurisdiction.

C. Taxes:

(1) Contractor shall pay all sales, consumer, withholding, use and other similar taxes required to be paid by Design/Builder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

(2) The Design/Builder shall provide a written tabulation, plus other documentation as may be required, of all taxes, including sales tax, paid by the Design/Builder to assist the County in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. Such written tabulation shall be included with each partial payment request. The tabulation shall include the major equipment items, as defined in the Major Equipment Schedule, plus any qualifying equipment purchases with a value greater than \$5,000. Additionally, the tabulation shall be documented with copies of invoices indicating the amount of tax paid, with all blanks completed on the invoice, and with a description of the function of the item included in the tabulation. All taxes shall be paid by the Contractor. All refunds will accrue to the County.

D. Accuracy of Work: The Design/Builder shall be responsible for the accuracy of the work and any error and/or omission made by the Design/Builder in any phase of the work under this Agreement.

E. Additional Work: If the Design/Builder is asked by the County to perform work beyond the scope of this Agreement for which payment is desired, Design/Builder shall notify the County in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the County prior to performing the additional work for which Design/Builder is to be paid. The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County. Any claim for additional work must be made in strict accordance with Article XVII.

F. Successors and Assigns: The County and the Design/Builder each binds himself and Design/Builder's partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, the Design/Builder shall not assign, sublet, or transfer Design/Builder's interest in this Agreement without the

written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

G. Notices: Any notice required to be given herein shall be deemed to have been given to the other party if sent via (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service to the following addresses:

TO OWNER:

Chief Executive Officer
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
The Maloof Center
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
The Maloof Center
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Attention: Department Director

TO DESIGN/BUILDER:

All notices shall be effective upon receipt.

H. Reviews and Acceptance: Work performed by the Design/Builder shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Design/Builder of Design/Builder's professional obligation to correct, at Design/Builder's own expense, any errors in the Work.

I. County Representative: The County may designate a representative through whom the Design/Builder will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the DeKalb County Board of Commissioners. Payments to the Design/Builder shall be made only upon itemized bill submitted to and approved by said representative.

J. Sole Agreement: This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in writing by the County.

K. No Third Party Beneficiary: Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

L. Controlling Provisions: In the event of a conflict between the County's RFP No. 16-500419 and the Design/Builder's response thereto, the provisions of the County's RFP shall govern. The provisions of this Agreement shall control over any conflicting provisions contained in the County's RFP No. 16-500419 or the Design/Builder's response.

M. Publicity: No information relative to the existence or the details of the Design Services or the Work shall be released by Design/Builder, either before or after completion of the Project, for publication, advertising or any commercial purposes without Owner's prior written consent.

N. Severability: In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

O. Attorneys' Fees: In the event that Design/Builder breaches any provision of this Contract, and in the event Owner retains any attorney to seek enforcement of said Contract, or in the event Owner institutes litigation against Design/Builder arising out of or relating to the Contract, Owner shall be entitled to recover from Design/Builder its reasonable attorneys' fees, court costs, expert witness fees, and other related expenses.

P. Prohibited Interests: No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any

material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

Q. Weather Conditions: The Design/Builder will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Design/Builder.

R. Royalties and Patents: The Design/Builder shall hold and save the County and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

S. Submittal Period for Products and Substitutions: Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Design/Builder wishes to use items of equipment or materials other than those named in Design/Builder's Base Bid, the Design/Builder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with Design/Builder's request for approval complete descriptive and technical data on the items or item Design/Builder proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Design/Builders prior to opening of bids.

T. Measurements and Dimensions: Before ordering material or doing work which is dependent for proper size or installation upon coordination with conditions, the Design/Builder shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings.

U. Storage Facilities and Work Areas: The Design/Builder shall cooperate with the County in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Design/Builder shall allot suitable and proper space to Design/Builder's Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Design/Builder shall move same as and when directed, at Design/Builder's own expense.

V. Replacement on City or Public Property: Design/Builder shall pay for cost of any pavement or sidewalk repairs necessitated by work under this Contract, and any inspection fees required by local authorities.

W. Manufacturers' Certifications: The Owner may require, and the Design/Builder shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

X. Samples: The Design/Builder shall furnish with reasonable promptness all samples as directed by the Owner for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

Y. Maintenance Manual: Design/Builder shall, prior to completion of Contract, deliver to the Owner two copies of a manual, assembled and bound, presenting for the County's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Design/Builder shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the County in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this Article.

Z. Definitions of Terms: Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

“**Addenda**” shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

“**Bid**” or “**Proposal**” shall mean the offer or Proposal of the Design/Builder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“**Bidder**” or “**Proposer**” shall mean any person, firm, or corporation submitting a Bid or Proposal for the Work.

“**Bonds**” shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Design/Builder and Design/Builder's surety in accordance with the Contract Documents.

“**Contract Time**” shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

“**County**” shall mean DeKalb County, Georgia.

“**Design/Builder**” shall mean one firm to both design and construct the Project.

“**Drawings**” shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared by Design/Builder and approved by the Owner.

“**Field Order**” shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner to the Design/Builder during construction.

“**Notice of Award**” shall mean the written notice of the acceptance of the Bid or Proposal from the County to the successful Design/Builder as evidenced by return receipts of registered or certified letters.

“**Notice to Proceed**” shall mean written communication issued by the County to the Design/Builder authorizing Design/Builder to proceed with the Work and establishing the date of commencement of the Work as evidenced by official receipt of certified mail or acknowledgment of personal delivery.

“**Owner**” shall mean DeKalb County, Georgia.

“**Project**” shall mean the undertaking to be performed as provided in the Contract Documents.

“**Shall**” is mandatory; “**may**” is permissive.

“**Shop Drawings**” shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Design/Builder, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“**Specifications**” shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

“**Supplementary Conditions**” shall mean a part of the Contract Documents consisting of terms and conditions as may be required by the Owner.

“**Superintendent**” shall mean the Design/Builder’s authorized on-job representative designated in writing by the Design/Builder prior to commencement of any work.

“**Suppliers**” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“**Work**” of the Design/Builder or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

AA. Specifications:

1. The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.

2. The Design/Builder will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
3. Unless otherwise stipulated, the Design/Builder shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. The Design/Builder shall be responsible for entire Work and every part thereof.
4. Each section or type of work is described separately in the Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
5. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Design/Builder after Design/Builder's discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Design/Builder's risk.
6. Upon award of the Contract, the Design/Builder shall furnish such Contract Drawings and Specifications as may be required for completion of the Project. Any prints and Specifications in excess of these shall be furnished at cost at the Design/Builder's expense.

BB. Drawings and Specifications:

1. The intent of the Drawings and Specifications is that the Design/Builder shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the County.
2. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
3. The Owner may (without changing the scope of the Work) furnish the Design/Builder additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Design/Builder shall carry out the Work in accordance with the additional detail drawings and instructions.

4. Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Design/Builder:

Provide each item mentioned and indicated, of quality or subject to qualifications noted.

Perform according to conditions stated, each operation prescribed.

Provide therefor all necessary labor, equipment, and incidentals.

5. Wording: Whenever in these Specifications or on the Drawings the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the County is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the County.
6. Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the County an arbiter to establish limits to the contracts between the Design/Builder and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.
7. Language: Notwithstanding the appearance of such language in the various sections of the Specifications as, “The Paving Contractor,” “The Grading Contractor,” etc., the Design/Builder is responsible to the County for the entire Contract and the execution of all work referred to in the Contract Documents.

CC. Present Documents Govern: The Design/Builder shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered “standard” for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

DD. Design/Builder’s Shop Drawings:

1. The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
2. Shop Drawings to be furnished by the Design/Builder for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.

3. Shop Drawings must be approved by the Owner before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Design/Builder's Shop Drawings does not relieve the Design/Builder of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Design/Builder shall be responsible for agreement and conformity of Design/Builder's Shop Drawings with the approved Drawings and Specifications.
4. It is the responsibility of the Design/Builder to check all Shop Drawings before same are submitted to the Owner for approval. Shop Drawings which have not been checked and approved by the Design/Builder will not be approved.
5. Shop Drawings shall be submitted only by the Design/Builder who shall indicate by a signed stamp on the drawings that Design/Builder has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Design/Builder.
6. The Design/Builder shall furnish the Owner with at least six copies of all Shop Drawings for approval. Two finally approved copies will be returned to the Design/Builder for Design/Builder's use.
7. The Contract Price shall include the cost of furnishing all Shop Drawings and the Design/Builder will be allowed no extra compensation for such drawings.
8. The approval of such Shop Drawings shall not relieve the Design/Builder from responsibility for deviations from Drawings or the Specifications unless Design/Builder has in writing called attention to such deviations, and the Owner has approved the changes or deviations in writing at the time of submission, nor shall it relieve Design/Builder from the responsibility for errors of any kind in Shop Drawings. When the Design/Builder does call such deviations to the attention of the Owner, Design/Builder shall state in Design/Builder's letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

EE. Instructions, Changes, Etc.:

1. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.
2. If the Design/Builder claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, Design/Builder shall notify the Owner

in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

3. No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.
4. No extra work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the Owner and authorized by Change Order.

FF. Requests for Substitutions: Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Owner. The opinion of the Owner shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, the County shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the County with any savings to be obtained. However, the County shall not be charged for any additional cost in case of a price difference.

GG. Authority of the Design/Builder:

1. The Design/Builder shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Owner. The Owner shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Owner.
2. The approval of the Owner of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Design/Builder, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Design/Builder from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon Design/Builder by the provisions of the Contract.

HH. Rejections of Work and Materials:

1. All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All

rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight hours from the date of letter of notification, the Owner shall have the right and authority to stop the Design/Builder and Design/Builder's work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Design/Builder. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the County.

2. Inspection of the Work shall not relieve the Design/Builder of any of Design/Builder's obligations to fulfill Design/Builder's Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against defects for a period of one year from date of Project acceptance as established by the County. The warranty requirement set forth herein shall be in addition to any and all other warranty requirements set forth in the Contract Documents.

II. Lines, Grades, and Measurements:

1. Such stakes and markings as the Owner may set for either its or the Design/Builder's guidance shall be preserved by the Design/Builder. Failure to protect such stakes or markings, or gross negligence on the Design/Builder's part resulting in loss of same, may result in the Design/Builder being charged for their replacement.
2. The Design/Builder must exercise proper care and caution to verify the grades and figures given Design/Builder before proceeding with the Work, and shall be responsible for any damage or defective work caused by Design/Builder's failure of such care and caution. Design/Builder shall promptly notify the Owner of any errors or discrepancies Design/Builder may discover in order that the proper corrections may be made.

JJ. Land and Rights-of-Way:

1. Prior to entering on any land or right-of-way, the Design/Builder shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct Design/Builder's work in accordance with requirements thereof including the giving of notice. The Design/Builder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the County

fully for any loss or expense arising from failure of the Design/Builder to perform as required by such entity.

2. The Design/Builder shall provide at Design/Builder's own expense and without liability to the County any additional land and access thereto that the Design/Builder may desire for temporary construction facilities, or for storage of materials.

KK. Prior Use by County: Prior to completion of the Work, the County may take over operation and/or use of the uncompleted Project or portions thereof. Such prior use of facilities by the County shall not be deemed as acceptance of any work or relieve the Design/Builder from any of the requirements of the Contract Documents.

LL. Barricades:

1. Lanterns: Design/Builder shall provide continuously burning lanterns at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
2. Access to Site: Delivery of construction materials and equipment shall be only from locations approved by the County.

MM. Schedules, Reports, and Records:

1. The Design/Builder shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed.
2. Prior to the first partial payment estimate, the Design/Builder shall submit schedules showing the order in which Design/Builder proposes to carry on the Work, including dates at which Design/Builder will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
3. The Design/Builder shall also submit a schedule of payments that Design/Builder anticipates Design/Builder will earn during the course of the Work.

NN. Supplementary Conditions:

1. Scope: Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

2. Use of Temporary Facilities: Design/Builder may be required by the County to provide and maintain a suitable office on the site for Design/Builder's own use and for the use of representatives of the County.
3. Maintenance and Removal:
 - a. Utilities and Furnishings: Design/Builder shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as Design/Builder provides for Design/Builder's own use.
 - b. Location and Removal: Temporary offices and other structures shall be located where approved by the County, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the County. They shall remain the property of the Design/Builder.
4. Field Offices:
 - a. Design/Builder and Design/Builder's Subcontractors shall provide such additional offices, storage shanties, tool sheds and other temporary buildings as required for their own use and those employed on the Work.
5. Toilet and Washing Facilities:
 - a. Toilet Building: Design/Builder may be required by the County, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.
 - b. Sanitary Regulations: Do not allow any sanitary nuisances to be committed in or about work; enforce sanitary regulations of local and State Health Authorities.
6. Utilities During Construction:
 - a. Utilities: Design/Builder shall furnish all utilities and pay for all utility bills used during construction. Utilities shall include electric power or fuel of any sort used for heating, etc., and water.
7. Connections to Utilities:
 - a. Design/Builder shall provide all temporary connections to utilities when not provided by the utility company or others.
8. Telephone:
 - a. Design/Builder shall, if required by the County, install and maintain at Design/Builder's own expense, a job telephone for duration of the Contract.

9. Temporary Heat:

- a. The Design/Builder shall provide at Design/Builder's own expense temporary heat as necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and method of heating shall not present a fire hazard and shall be satisfactory to the County. See requirements in detail Specifications for temperatures to be maintained for application of work under the various trades.

10. Interruption of Facility Operations:

- a. The Design/Builder shall schedule the Work such that the Design/Builder minimizes interruptions to the operation of any existing facility, including water mains and sewers. Shut downs must be scheduled with the County and mitigation steps taken to prevent upsets or impacts to plant compliance.
- b. The Design/Builder shall conduct operations in a manner and sequence which will provide for the continued transportation of wastewater flows during construction of this Project. The Design/Builder shall take all actions required to prevent discharge of sewer flow from the system to the ground or stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.
- c. Any damages resulting from surcharging, overflow or back-up caused by the Contractor's operations shall be the Contractor's responsibility. Fines charged the County for overflows caused by the Design/Builder shall be paid for by the Contractor.

11. DeKalb County Work Hours: Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during DeKalb County Construction Activities work hours (DeKalb County Code of Ordinances Chapter 16, Article VII, Division 2, Section 16-306 (d)). DeKalb County work hours are generally Monday through Friday from 7:00 a.m. through 7:00 p.m. DeKalb County observes the following holidays; **New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas.** The Design/Builder will not perform Work outside of DeKalb County work hours without the County's written consent given after prior written notice to the Construction Manager, which shall be submitted at least seven (7) days in advance.

OO. Notice to Design/Builder and Subcontractors: The Georgia Legislature has enacted a new Code provision, designated O.C.G.A. § 13- 10-80, governing progress payments and retainage for public works contracts. It is applicable to contracts which, when awarded exceed \$150,000.00 in value or forty-five (45) days in duration, and establishes mandatory

guidelines by which payments received from DeKalb County in this contract must be passed through the subcontractors. For your information, its provisions are set out below:

13-10-80. Periodic Progress Payments; Retainage; Exceptions; Minimal Standard of this Code Section.

1. As used in this Code section, the term:
2.
 - a. "Contractor" means a person having a direct contract with the Owner.
 - b. "Lower tier subcontractor" means a person other than the Design/Builder having a direct contract with a subcontractor.
 - c. "Owner" means the state, any county, municipal corporation, authority, board of education, or other public board, public body, department, agency, instrumentality, or political subdivision of the state.
 - d. "Owner's authorized contract representative" means the architect or engineer in charge of the Project for the owner or such other contract representative or officer as designated in the contract documents as the party representing the Owner's interest regarding administration and oversight of the Project.
 - e. "Subcontractor" means a person other than an Owner having a direct contract with the contractor.
3. In any contract for the performance of any construction Project entered into on or after July 1, 1985, with an owner, as defined in paragraph (3) of subsection (a) of this Code section, such contract shall provide for the following:
 - a. After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the contract documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and at the owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the owner's authorized contract representative when allowed by the contract documents, less retainage; and
 - b. Retainage to a maximum of ten (10%) percent of each progress payment; provided, however, that, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Design/Builder, the retainage of each subcontractor may be released separately as the subcontractor completes his work.
4. If, after discontinuing the retention, the Owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed

by an owner, the Design/Builder and subcontractors shall be entitled to resume withholding retainage accordingly.

5. At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the owner shall within thirty (30) days after invoice and other appropriate documentation as may be required by the contract documents are provided pay the retainage to the Design/Builder. If at that time there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Design/Builder and subcontractors as their interests may appear. The Design/Builder shall, within ten (10) days from the Design/Builder's receipt of retainage from the Owner, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Design/Builder's retainage is reduced by the Owner, provided that the value of each subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the Design/Builder in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
6. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Design/Builder, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Design/Builder, provided that the value of each lower tier subcontractor's work complete and in place equals fifty (50%) percent of his subcontract value, including approved change orders and other additions to the subcontract value and provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his work including any warranty work as the subcontractor in his reasonable discretion may require, including, but not limited to, a payment and performance bond.
7. This Code section shall not apply to:
 - a. Any contracts let by the Department of Transportation of this State for the construction, improvement, or maintenance of roads or highways in this State or purposes incidental thereto; or

- b. Any contracts whose value or duration at the time of the award does not exceed \$150,000.00 or forty-five (45) days in duration.
7. Contract and subcontract provisions inconsistent with the benefits extended to Design/Builders, subcontractors, and lower tier subcontractors by this Code section shall be unenforceable; provided, however, that nothing in this Code section shall render unenforceable any contracts or subcontract provisions allowing greater benefits to be extended to such Design/Builders, subcontractors, or lower tier subcontractors, the provisions and benefits of this Code section being minimal only. Nothing shall preclude a payor under this Code section, prior to making a payment, from requiring the payee to submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid. (Code 1981, '13-10-2, enacted by Ga. L. 1985, p. 1043, '1.)

PP. Georgia Open Records Act: Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Agreement.

QQ. First Source Jobs Ordinance: The DeKalb County First Source Jobs Ordinance, attached as an Exhibit and incorporated into this Agreement, requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction Projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

RR. Contractor and Subcontractor Evidence of Compliance:

1. County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and

- c. the affidavit shall become a part of the covered contract and must be attached.
2. No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
3. Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
4. An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
5. To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
6. Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this _____ day of _____, 20_____.

_____.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Signature

_____ **by Dir.**(SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Date

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

BARBARA SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

Date

Date

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director Signature

County Attorney Signature

Department Director Name (Typed or Printed)

County Attorney Name (Typed or Printed)

ATTACHMENTS

This Contract includes the following Attachments all of which are incorporated herein by reference:

Exhibit 1, Design/Builder's Technical Proposal

Exhibit 2, Design/Builder's Cost Proposal

Exhibit 3, First Source Ordinance Forms

Attachment A, Special Requirements

Attachment B, Contractor's Affidavit

Attachment C, Subcontractor's Affidavit(s)

Attachment D, Sub-subcontractor's Affidavit(s)

Attachment E, Certificate of Corporate Authority or Joint Venture Certificates

Attachment F, Performance Bond and Accompanying Power of Attorney

Attachment G, Payment Bond and Accompanying Power of Attorney

Attachment H, Copies of Required Insurance policies and Declaration Page(s)

Attachment I, Business License Documents

Attachment J, Ethics Rules Executive Order 2014-4 Ethics Rule

In addition to the foregoing, the Proposal Document Package dated February 27, 2017 the original of which is maintained in the County's Department of Purchasing and Contracting, forms an essential part of this Contract as if fully set out herein.

EXHIBIT A

Design/Builder's Technical Proposal

SAMPLE

EXHIBIT B

Design/Builder's Cost Proposal

SAMPLE

EXHIBIT C

First Source Ordinance Forms

SAMPLE

ATTACHMENT A

Special Requirements (as applicable)

SAMPLE

ATTACHMENT B

Contractor's Affidavit

SAMPLE

ATTACHMENT C

Subcontractor's Affidavit

SAMPLE

ATTACHMENT D

Sub-subcontractor's Affidavit

SAMPLE

ATTACHMENT E

Certificate of Corporate Resolution/ Business Organization Documents

SAMPLE

ATTACHMENT F

**Performance Bond and Accompanying Power of Attorney
(consisting of 3 pages)**

KNOW ALL MEN BY THESE PRESENTS that _____ [*Insert name of contractor*] (hereinafter called the “Principal”) and _____ [*Insert name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto _____ County (hereinafter called the “County”) and their successors and assigns, in the penal sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the **RFP 18-500490, DESIGN, CONSTRUCTION AND DEMOLITION – TAG OFFICE**, more particularly described in the Contract (hereinafter called the “Project”); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all change orders, modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the County of the lowest responsible bidder, arrange for a contract between such bidder and County and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the County the funds required by this Paragraph prior to the payment of the County of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the County to the Contractor under the Contract, and any amendments thereto, less the amount paid by the County to the Contractor; or, at the option of the County; or

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

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

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

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

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

The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.

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

This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this ____ day of _____, 20__.

PRINCIPAL

By: _____(SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST:

Corporate Secretary

SURETY

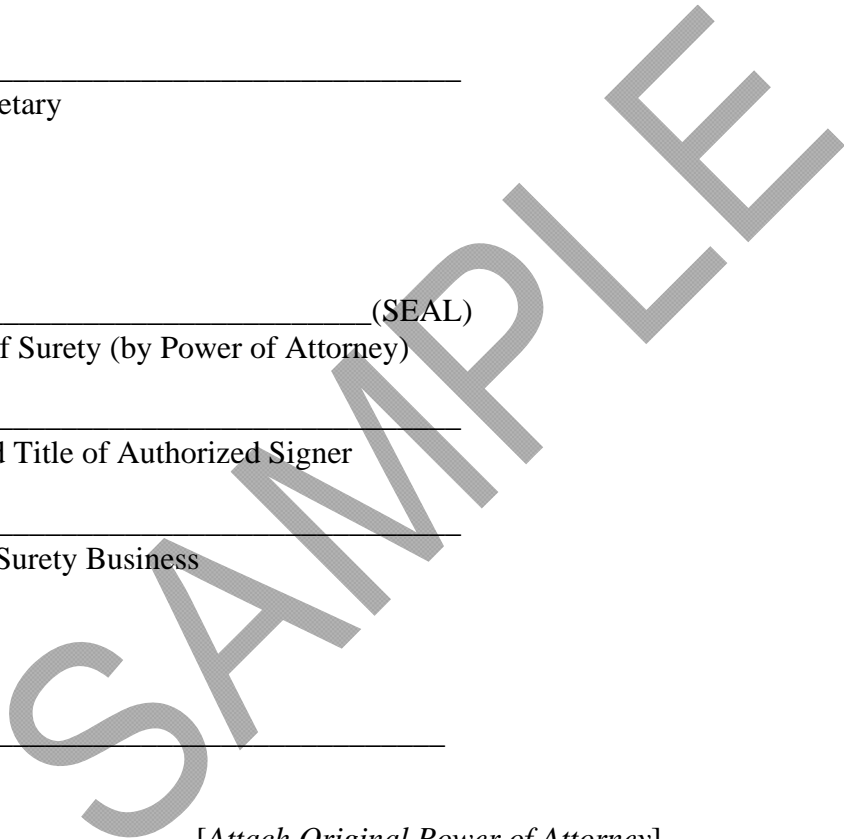
By: _____(SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS:

[Attach Original Power of Attorney]



ATTACHMENT G

Payment Bond and Accompanying Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that _____ [*Insert name of contractor*] (hereinafter called the “Principal”) and _____ [*Insert name of surety*] (hereinafter called the “Surety”), are held and firmly bound unto _____ County, (hereinafter called the “County”), its successors and assigns as obligee, in the penal sum of [*Insert contract amount*], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the County, awarded by the DeKalb County Governing Authority on _____ [*insert date of award*] which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a Project known as **RFP 18-500490, DESIGN, CONSTRUCTION AND DEMOLITION – TAG OFFICE**, as more particularly described in the Contract (hereinafter called the “Project”);

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any Subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any Subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a claim against the County, or the property of the County, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the County, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the County beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the County, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this ____ day of _____, 20__.

PRINCIPAL

By: _____ (SEAL)
Signature of Principal

Print Name and Title of Authorized Signer

Print Name of Principal Business

ATTEST: _____
Corporate Secretary

SURETY

By: _____ (SEAL)
Signature of Surety (by Power of Attorney)

Print Name and Title of Authorized Signer

Print Name of Surety Business

WITNESS: _____

[Attach Original Power of Attorney]

SAMPLE

ATTACHMENT H

Copies of Required Insurance policies and Declaration Pages

SAMPLE

ATTACHMENT I

Business License Documentation

SAMPLE

ATTACHMENT J

Ethics Rules Executive Order 2014-4 Ethics Rule

SAMPLE