

**Guaranteed Fixed Price Contract
Between
The City of Powder Springs
And
Macallan Construction, LLC**

City Copy



Public-Private
Partnership
Project
Management, Inc.

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GUARANTEED FIXED PRICE

CONTRACT BETWEEN OWNER AND GENERAL CONTRACTOR

This GUARANTEED FIXED PRICE CONTRACT BETWEEN OWNER AND GENERAL CONTRACTOR is made and entered into by the **CITY OF POWDER SPRINGS**, a Georgia municipal corporation (hereinafter "the Owner") and **MACALLAN CONSTRUCTION LLC, A GEORGIA LIMITED LIABILITY COMPANY** (hereinafter "Contractor"). It is the intent of the parties that this Contract shall supersede and replace the prior Contract between the parties dated March 31, 2023. This Contract is executed under seal and shall be effective on the date executed by the last party to execute it.

This Contract in the amount of Thirteen Million One Hundred Nine Thousand Nine Hundred Ninety-three and no/100 Dollars (\$13,109,993.00) is for the construction of a project identified as the **City of Powder Springs Municipal Complex located at 4483 Pineview Drive** (hereinafter "the Project"). A description of the Project is attached hereto as **Exhibit "A"** and is incorporated into this Contract by express reference.

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, the Owner and the General Contractor agree:

1.

DEFINITIONS

Wherever used in this Contract or in the Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- (A) **Addenda:** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Request for Proposal or the Contract Documents by additions, deletions, clarifications or corrections.

- (B) **Change Order:** Written order to the General Contractor executed by the Owner and Project Manager after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the General Contractor's performance, or any combination thereof. Change Order shall be provided in the format set forth in Exhibit "D" titled Request of Change Order, Contingency Draw or Allowance attached hereto.
- (C) **Concealed or Unknown Conditions:** Those conditions unforeseen by the parties, or which could not: (i) be reasonably foreseen by the General Contractor, or (ii) identified through testing, sampling or selective demolition, including, but not limited to, existing soil and subsurface conditions, the condition of any existing structures specifically including the structural elements of such structure, fluctuations in commodity and/or material prices, the removal or dismissal of a subcontractor for failure or inability to perform the work required, changes in regulatory requirements or industry standards not in existence at the time of design, or other such matters. Provided however, the term "Concealed or Unknown Conditions" shall not include, for the purposes of Paragraph 8(A), (i) any existing condition which could have been reasonably determined through testing, sampling or selective demolition which the General Contractor recommended or requested and the Owner elected not to perform, or (ii) the existence, removal or remediation of any hazardous materials (such being defined as hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives).
- (D) **Contract Documents:** This Guaranteed Fixed Price Contract between Owner and General Contractor, Schedule of Work, Payment Bond, Performance Bond, Drawings, Specifications, Contract Exhibits and Addenda as such may be prepared by the General Contractor and approved by the Owner.
- (E) **Drawings:** 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 or for the General Contractor and approved by the Owner, a list of which are attached hereto as Exhibit B.
- (F) **Final Completion:** That point at which, upon certification in writing by the Project Manager, the Project is complete in full accordance with this Contract, including the Drawings herein, and the General Contractor has performed all of its obligations to the Owner under this Contract, subject only to those items included in the Final Punch List.
- (G) **Final Punch List:** A list of those items, as determined by the Project Manager upon final inspection, which require repair, completion or correction, but are of such a nature as to not to interfere with the Owner's occupancy and normal use of the Project.
- (H) (INTENTIONALLY OMITTED)

- (I) **Schedule of Values:** A breakdown of the costs of work for the project by line item to be used by the Owner and Project Manager to determine the reasonableness of the General Contractor's Guaranteed Fixed Price. The General Contractor shall have the right to amend the Schedule of Values from time to time provided such does not increase the Guaranteed Fix Price set forth herein. The Schedule of Values shall be provided in the format set forth in **Exhibit "C"** attached hereto.
- (J) **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the General Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- (K) **Specifications:** A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- (L) **Subcontractor:** An individual, firm or corporation having a direct contract with a General Contractor or with any other Subcontractor for the performance of a part of the work of the Project.
- (M) **Substantial Completion:** That point at which, as certified in writing by the General Contractor and Project Manager, the Project or a separate and discrete portion thereof is at a level of completion in strict compliance with this Contract, including the Drawings herein, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. 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. All warranties and other guarantees pass to the Owner at the point of Substantial Completion.
- (N) **Suppliers:** 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 Project site.
- (O) **Work:** The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction services required by the Contract Documents.

2.

SCHEDULE

- (A) When General Contractor delivers the executed Contract to Owner, General Contractor shall also deliver to Owner such Bonds as General Contractor may be required to furnish in accordance with paragraph 22.

- (B) *General Contractor's Review of Contract Documents:* Before undertaking each part of the Work, General Contractor shall carefully study and compare those Contract Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. General Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which General Contractor may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, General Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless General Contractor knew or reasonably should have known thereof.
- (C) *Evidence of Insurance:* Before any Work at the Site is started, General Contractor and Owner shall each deliver to the other, certificates of insurance as required by paragraph 21 which General Contractor and Owner respectively are required to purchase and maintain in accordance with Article 21.

3.

REPRESENTATIONS AND WARRANTIES OF THE GENERAL CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the General Contractor, by executing this Contract, makes the following express representations to the Owner:

- (A) The General Contractor is fully qualified to act as the General Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the General Contractor for, and to construct, the Project;
- (B) Prior to execution of this Contract, the General Contractor will have become familiar with the Project site and will have performed such tests, including destructive testing, as necessary, to determine relevant conditions, and that the General Contractor will at that time be aware of local conditions under which the work on the Project is to be performed and will have adjusted his price, including a contingency amount, to account for any local conditions which might affect the cost of such work,
- (C) The General Contractor has received, reviewed and carefully examined all of the documents which make up the Contract Documents, including, but not limited to, the plans and specifications, and represents that the documents appear to be complete, accurate, consistent, coordinated and sufficient for construction and the cost of work herein.

4.

INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the General Contractor agree as follows:

- (A) The Contract Documents, together with the General Contractor's and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreement between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any price documents;
- (B) Anything that may be required, implied or inferred by the documents, which make up this Contract, or any one or more of them, shall be provided by the General Contractor for the Contract Price, provided that should the General Contractor and the Project Manager be unable to agree upon what is reasonably implied or inferred by the documents that the final decision as to such shall be submitted to the Architect and the parties agree to be bound by the Architect's decision;
- (C) Nothing contained in this Contract shall create, nor be interpreted to, create privity or any other relationship whatsoever between the Owner and any person except the General Contractor;
- (D) 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;
- (E) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
- (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this 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 this Contract;
- (G) The General Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the Owner and Project Manager of any conflict, ambiguity, error or omission which the General Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner or the Project Manager of any shop drawings or other submittals shall not relieve the General Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the General Contractor's compliance with this Contract.
- (H) In the event of any conflict, discrepancy, or inconsistency among any of the documents that 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 document and the plans or specifications, this document shall govern, provided however this document shall not extend or expand the scope of work beyond that contemplated by the Drawings, unless agreed to by both parties.

5.

OWNERSHIP OF THE DOCUMENTS THAT MAKE UP THE CONTRACT

The documents that make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The General Contractor shall have the right to keep one (1) copy of the Contract upon execution; provided, however, that in no event shall the General Contractor use, or permit to be used, any portion or all of such Contract on other projects without the Owner's prior written authorization.

6.

GENERAL CONTRACTOR'S PERFORMANCE

- (A) *Standard of Care.* The standard of care for the General Contractor performed or furnished under this Agreement will be the care and skill ordinarily used by members of the commercial construction profession practicing under similar conditions at the same time and locality.
- (B) The General Contractor shall furnish any and all required surety bonds and insurance
- (C) General Contractor shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. General Contractor shall at all times maintain good discipline and order at the Site.
- (D) Except as otherwise required for 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 Construction at the Site shall be performed during regular working hours, and General Contractor will not permit overtime work or the performance of Construction on Saturday, Sunday or any legal holiday without Owner's written consent, which will not be unreasonably withheld.
- (E) Unless otherwise specified in the Contract Documents, General Contractor shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the Work.

- (F) All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If reasonably required by Owner, General Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- (G) General Contractor shall adhere to the progress schedule established in accordance with the Owner's schedule requirements as established as it may be adjusted from time to time as provided below:
- i. General Contractor shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the General Contractor's Time for Performance (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.
 - ii. Proposed adjustments in the progress schedule that will change the General Contractor's Time for Performance (or Milestones) shall be submitted in accordance with the requirements of paragraph 7(C). Such adjustments may only be made by a Change Order.
- (H) General Contractor shall give all notices required by and comply with all laws or regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, Owner shall not be responsible for monitoring General Contractor's compliance with any laws or regulations.
- (I) If General Contractor performs any Work knowing or having reason to know that it is contrary to laws or regulations, General Contractor shall bear all costs arising therefrom.
- (J) General Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by General Contractor in accordance with the laws or regulations of the place of the Project which are applicable during the performance of the Work.
- (K) Limitation on Use of Site and Other Areas.
- i. General Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by laws or regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. General Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
 - ii. Should any claim be made by any such owner or occupant because of the performance of Work, General Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

- (L) *Removal of Debris.* During the performance of the Construction, General Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- (M) *Cleaning.* Prior to Substantial Completion, General Contractor shall clean the Site and make it ready for utilization by Owner. At completion of Construction, General Contractor shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- (N) *Loading Structures.* General Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall General Contractor subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.
- (O) In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, General Contractor is obligated to act to prevent threatened damage, injury or loss. General Contractor shall give Owner prompt written notice if General Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by General Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- (P) General Contractor shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner so long as General Contractor is continuing to receive timely payments from Owner for any portion of the Work not in dispute. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as General Contractor and Owner may otherwise agree in writing.
- (Q) General Contractor shall:
- i. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.
 - ii. Assist Owner in training staff to operate and maintain the Work and how to implement systems for control of the operation, maintenance, and required record keeping for the Work.
- (R) General Contractor warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective. General Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
- i. Abuse, modification or improper maintenance or operation by persons other than General Contractor, Subcontractors, or Suppliers or any other individual for whom General Contractor is responsible; or
 - ii. Normal wear and tear under normal usage.

- (S) General Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of General Contractor's obligation to perform the Work in accordance with the Contract Documents:
- i. Observations by Owner;
 - ii. The making of any progress or final payment;
 - iii. The issuance of a certificate of Substantial Completion;
 - iv. Use or occupancy of the Work or any part thereof by Owner;
 - v. Any acceptance by Owner or any failure to do so;
 - vi. Any review and approval of a Submittal;
 - vii. Any inspection, test or approval by others; or
 - viii. Any correction of defective Construction by Owner.

7.

TIME FOR GENERAL CONTRACTOR'S PERFORMANCE

- (A) The General Contractor shall commence the performance of this Contract on issuance of Notice to Proceed and shall diligently continue its performance to and until Final Completion of the Project. The General Contractor shall accomplish Substantial Completion of the Project within Four Hundred Twenty-five (425) days, following the Notice to Proceed, issued following the execution of this Contract.
- (B) The General Contractor shall pay the Owner the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the General Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the General Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the General Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the General Contractor those funds withheld, but no longer applicable, as liquidated damages. Provided however, the Owner shall not be entitled to a claim for any consequential damages in addition to the liquidated damages specified above.

- (C) The General Contractor shall give notice to the Owner and Project Manager of any decisions, selections or determinations required to be made by the Owner or Project Manager, including a reasonable date by which such decision, selection or determination must be communicated to the General Contractor to avoid any delay in schedule. Notice shall be deemed given by the General Contractor in satisfaction of the above requirement if such is given in writing to each of the above parties. Should the Owner or Project Manager fail to provide such decision, selection or determination within the date so specified the General Contractor shall be entitled to an extension of the date set forth in subsection (A) above by an amount of time equal to the number of days between the date specified and the actual date such is communicated to the General Contractor.
- (D) All limitations of time set forth herein are material and are of the essence of this Contract.

8.

GUARANTEED FIXED PRICE AND CONTRACT PAYMENTS

- (A) The Owner shall pay, and the General Contractor agrees to accept that Guaranteed Fixed Price, as determined by the Schedule of Values attached hereto not to exceed **Thirteen Million One Hundred Nine Thousand Nine Hundred Ninety-three and no/100 Dollars (\$13,109,993.00)**, as full and complete payment for the General Contractor's timely performance of its obligations hereunder, as defined by the Contract Documents, (the "Guaranteed Fixed Price"). The price set forth in this Subparagraph 8(A) shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract. Provided however, it is understood and agreed that said Guaranteed Fixed Price includes a Contractor's Contingency (the 'Contractor's Contingency') in the sum of **Fifty-eight Thousand Five Hundred Thirty-eight and no/100 Dollars (\$58,538.00)** which may be expended by the General Contractor with notice to the Owner for those items as set forth in Paragraph 14(C) below. The General Contractor shall however, report to the Project Manager and Owner, upon the form provided for in **Exhibit "D,"** each and every draw upon such contingency and the basis therefore and such contingency may be drawn upon only for direct labor and materials for the Project and may not be applied to or used for general conditions, overhead or profit of the General Contractor. The Contractor's Contingency shall constitute full and complete payment to the General Contractor for any and all Concealed and Unknown Conditions typically found in construction of the type and nature included in the scope of this contract and the Guaranteed Fixed Price shall not be amended, changed or increased as a result of such conditions. Notwithstanding, the above, the General Contractor shall be permitted to apply such Contingency for general conditions for any Contingency applied to additional work that also requires an increase in Contract Time. Any and all balances in the Contractor's Contingency at the date of final payment under the terms of this agreement shall be divided **Sixty (60 %)** percent to the Owner and **Forty (40 %)** percent to the General Contractor. The General Contractor's portion, if any, shall be paid within thirty (30) days of Final Completion."

- (B) For all portions of the Contract, the General Contractor has prepared and presented to the Owner, or the Owner's representatives, the General Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. Should the Guaranteed Fixed Price, as set forth above, include any allowances in addition to the Contractor's Contingency such shall be clearly stated on the Schedule of Values and shall be expended in the same manner as the Contractor's Contingency set forth above. The General Contractor's Schedule of Values is attached hereto as **Exhibit "C"**. The General Contractor's Schedule of Values will be utilized for the General Contractor's Payment Requests but shall only be so utilized after the Project Manager has acknowledged it in writing.
- (C) For the purposes of expedited mobilization, certain deposits have been paid prior to the mobilization of the project. Those deposits include as follows:
- (1) \$150,000 deposit payment to Metromont on February 17, 2023, charged to pre-cast concrete;
 - (2) \$325,000 additional deposit for pre-cast concrete to be paid to Macallan Construction LLC, by CITY OF POWDER SPRINGS on or before March 31, 2023;
 - (3) \$250,000 deposit for structural steel framing to be paid to Macallan Construction LLC, by CITY OF POWDER SPRINGS on or before March 31, 2023; and
 - (4) \$100,000 deposit for earthwork to be paid to Macallan Construction LLC, by CITY OF POWDER SPRINGS on or before March 31, 2023.
- D. The Owner shall pay the Contract Price to the General Contractor in accordance with the procedures set forth in this Paragraph 8. On or before the first day of each month after commencement of performance, but no more frequently than once monthly, the General Contractor may submit a Payment Request for the period ending the last day of the previous month. Said Payment Request shall be in such format as attached hereto as **Exhibit "E."** Therein, the General Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site (or elsewhere if offsite storage is approved in writing by the Owner), less the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the General Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Payment Request shall be signed by the General Contractor and shall constitute the General Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, complies with all design guidelines and drawings, and that the General Contractor knows of no reason why payment should not be made as requested. Thereafter the Project Manager shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the payment Request and is as required by this Contract. The Project Manager shall approve in writing the amount, which, in the opinion of the Project Manager, is properly owing to the General Contractor no later than ten (10) days following receipt of a Payment

Request. Provided however, approval by the Project Manager of any Payment Request shall not relieve the General Contractor of the requirements to comply with the standard of care set forth in paragraph 6 above. The Owner shall make payment to the General Contractor within ten (10) days following the Project Manager's written approval of each Payment Request. The amount of each such payment shall be the amount approved for payment by the Project Manager less such amounts, if any, otherwise owing by the General Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Manager's approval of the General Contractor's Payment requests shall not preclude the Owner from the exercise of any of its rights set forth in Subparagraph 8(F) herein below. The submission by the General Contractor of a Payment request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the General Contractor shall, if required by the Owner, also furnish to the Owner properly executed waivers of lien, in the form attached hereto as **Exhibit "F"**. Furthermore, the General Contractor warrants and represents that, upon payment of the Request submitted, title to all work included in such payment shall be vested in the Owner, however, risk of loss shall remain with the General Contractor until ***Substantial Completion***.

- (E) When payment is received from the Owner, the General Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the General Contractor has not properly paid a subcontractor, materialman, laborer, or supplier as provided herein, the Owner shall have the right, after written notice to General Contractor, but not the duty, to issue future checks and payment to the General Contractor of amounts otherwise due hereunder naming the General Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- (F) Neither payment to the General Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the General Contractor not strictly in compliance with this Contract.
- (G) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to the General Contractor due to:
 - (1) The quality of a portion, or all, of the General Contractor's work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the General Contractor's work not being as represented in the General Contractor's Payment Request, or otherwise;

- (3) The General Contractor's rate of progress being such that, in the Owner's opinion, substantial or Final Completion, or both, may be inexcusably delayed, and that such amounts as then retained by the Owner are insufficient to cover any damages caused thereby;
- (4) The General Contractor's failure to use Contract funds, previously paid the General Contractor by the Owner, to properly pay General Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or reasonably likely to be made, against the Owner or its property, unless security, acceptable to the Owner, is provided by the Contract to cover the amount of any such claim;
- (6) Loss caused by the General Contractor;
- (7) The General Contractor's failure or refusal to perform any of its obligations to the Owner after notice of such and a reasonable time to perform.

In the event that the Owner makes written demand upon the General Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 8(F), the General Contractor shall promptly comply with such demand.

- (H) If within ten (10) days from the date payment to the General Contractor is due as measured from the date such payment is approved by the Project Manager, the Owner, without cause or basis hereunder, fails to pay the General Contractor any amounts then due and payable to the General Contractor, the General Contractor shall have the right to cease work until receipt of proper payment after first providing three (3) days' written notice of its intent to cease work to the Owner.
- (I) When Substantial Completion has been achieved, but not less than thirty (30) days prior to the final date for completion as set forth herein, the General Contractor shall notify the Owner and Project Manager in writing and shall furnish to the Project Manager a listing of those matters yet to be finished. The Project Manager will thereupon conduct an inspection to confirm that the work is in fact substantially complete. The Project Manager will so notify the Owner and General Contractor in writing and will therein set forth the date of Substantial Completion. If the Project Manager, through its inspection, fails to find that the General Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the General Contractor shall bear the cost of such repeat inspections(s) which cost may be deducted by the Owner from any payment then or thereafter due to the General Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the General Contractor an amount sufficient to increase total payments to the General

Contractor to one hundred percent (100%) of the Contract Price; provided, however, said payment to the General Contractor by the Owner shall be reduced by (a) any amounts attributable to the Owner for unused contingency; (b) any amounts attributable to liquidated damages and (c) by an amount equal to two hundred percent (200%) of the value of each remaining incomplete item as determined by the Owner, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. The Owner shall pay any payment due to the General Contractor under this provision within thirty (30) days after confirmation by the Project Manager of substantial completion.

- (J) When the Project is finally complete and the General Contractor is ready for a final inspection, it shall notify the Owner and the Project Manager thereof in writing. Thereupon, the Project Manager will perform a final inspection of the Project. If the Project Manager confirms that the Project is complete in full accordance with this Contract and that the General Contractor has performed all of its obligations to the Owner hereunder and the Project Manager will issue a Certificate of Final Completion, subject only to those items included in the Final Punch List, with final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the General Contractor is entitled to the remainder of the unpaid Contract Price, less any amount the Owner is entitled to withhold pursuant to this Contract. If the Project Manager is unable to issue its final Approval for payment and is required to repeat its final inspection of the Project, the General Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the General Contractor's final payment.
- (K) If the General Contractor fails to achieve Final Completion within sixty (60) days of the date of Substantial Completion, subject to force majeure, the General Contractor, in addition to such sums as may be due pursuant to Subparagraph 7(B) above, shall pay the Owner an additional sum of Two Hundred Fifty and no/100 Dollars (\$250.00) 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 the General Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the General Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the General Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the General Contractor those funds withheld, but no longer applicable, as liquidated damages.

- (L) Prior to being entitled to receive final payment and as a condition precedent thereto, the General Contractor shall furnish the Owner, in the form and manner required by the Project Manager, with a copy to the Project Manager:
- (1) A General Contractor's Affidavit, Release and Lien Waiver in the form attached hereto as **Exhibit "F"**;
 - (2) If required by the Owner, separate releases of lien or lien waivers from each subcontractor, in the form attached hereto as **Exhibit "G"**;
 - (3) If applicable, consent(s) of surety to final payment;
 - (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the General Contractor, or expressly required herein, as a part of or prior to Project closeout;
- (M) The Owner shall, subject to its rights set forth in Subparagraph 8(F) above, make final payment of all sums due the General Contractor within ten (10) days of the Project Manager's execution of a final Approval for Payment.
- (N) The acceptance by the General Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the General Contractor for all things done or furnished in connection with, relating to, or arising out of the Work, except those previously made in writing and still unsettled. Any payment, however, final or otherwise, shall not release the General Contractor or his Sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond; provided, however, that the making of final payment by the Owner shall constitute a waiver of all claims by the Owner except those expressly reserved in writing by the Owner at the time of final payment and those arising from (1) unsettled liens or other claims, (2) defective, deficient, or nonconforming Work, (3) failure of the Work to comply with the requirements of this Contract. or (4) breach of warranty.

9.

INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

- (A) The Owner shall furnish to the General Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions of the structure at the site of the project. Such written and tangible material is furnished to the General Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

- (B) The Owner shall obtain and provide all required authorizations, approvals, easements, and the like, including the building permit or other permits or fees required of the General Contractor by this Contract.
- (C) The Owner will provide the General Contractor two (2) copies of the complete Contract, and the General Contractor shall provide the Owner with three (3) sets of Contract Documents.

10.

CEASE AND DESIST ORDER

In the event the General Contractor fails or refuses to perform the work as required herein, after notice and a reasonable time to perform, the Owner may instruct the General Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the General Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the General Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instruction will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another Contractor, and the General Contractor shall be fully responsible and liable for the costs of performing such work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the General Contractor.

11.

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE GENERAL CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the General Contractor set forth in this Contract, the General Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

- (A) The General Contractor is again reminded of its continuing duties set forth in Subparagraph 4(G), which are by reference hereby incorporated in this Subparagraph 11(A). The General Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the General Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Project Manager and Owner, the General Contractor shall be responsible for such work and pay the cost of correcting same;
- (B) All work shall strictly conform to the requirements of this Contract;

- (C) The work shall be strictly supervised, the General Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the General Contractor;
- (D) The General Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the General Contractor's warranty;
- (E) The General Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the General Contractor and not specific to this contract or scope of work, except such permits, fees and licenses issued or collected by the Owner pursuant to section 9(B) above. The General Contractor shall comply with all legal requirements applicable to the Work.
- (F) The General Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel will be as follows:

NAME	FUNCTION
Nathan Harbison	Construction Project Executive
Sam King	Construction Project Manager
Tad Glasscock	Construction Superintendent

So long as the individuals named above remain actively employed or retained by the General Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the General Contractor shall be bound by the provisions of this Subparagraph 11(F) as though such individuals had been listed above. The General Contractor will provide timely Notice to the Project Manager of Key Personnel or position shown above;

- (G) The General Contractor, prior to commencing the work, shall provide to the Owner and the Project Manager, and comply with, the General Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The General Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner and the Project Manager. Strict compliance with the requirements of this Subparagraph 11(G) shall be a condition precedent to payment to the General Contractor, and failure by the General Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;

- (H) The General Contractor shall keep an updated copy of the Plans and Specifications at the Project site or local office of the General Contractor. Additionally, the General Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Project Manager at all regular business hours. Upon Final Completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;
- (I) Shop drawings and other submittals from the General Contractor do not constitute a part of the contract. The General Contractor shall not do any work requiring shop drawings or other submittals unless the Design Manager and Project Manager shall have approved such in writing. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Design Manager, Project Manager, or the Owner shall not be evidence that work installed pursuant thereto conforms to the requirements of this Contract. The Owner and the Project Manager shall have no duty to review partial submittals or incomplete submittals. The General Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Project Manager;
- (J) The General Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon Final Completion, the General Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;
- (K) The General Contractor shall, at all times, maintain the Project site in a safe manner.
- (L) At all times relevant to this Contract, the General Contractor shall permit the Owner and the Project Manager to enter upon the Project site and to review or inspect the work without formality or other procedure, conditioned upon each such party complying with any and all reasonable safety requirements imposed by the General Contractor for the safe and secure performance of the work.

12.

INDEMNITY

The General Contractor shall indemnify, enter and defend, and hold the Owner and Project Manager 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 the General Contractor's performance of this Contract, including claims, liability, damage, loss, cost or expense due to sickness, personal injury, disease or death, or to loss or destruction of tangible property, including loss of use resulting therefrom, to the extent caused by the General Contractor, or anyone for whose acts the General Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner, except such loss as is the direct result of the Owner's negligence. Provided that to the fullest extent permitted by law or regulation, Owner shall indemnify and hold harmless the General Contractor from and against all claims, costs, losses and damages arising out of or resulting from any claim brought by any subsequent owner or occupant for environmental health concerns or negative health impact against said General Contractor; provided however, the Owner shall not indemnify or

hold harmless any party from or against claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant for environmental health concerns or negative health impact occasioned by or resulting from said party's negligence or failure to comply with industry standards or regulations with respect to the handling or treatment of materials considered be hazardous.

13.

THE PROJECT MANAGER

The Project Manager for this Project is **Public-Private Partnership Project Management, Inc. (4PM)** (the "Project Manager"). In the event the Owner should find it necessary or convenient to replace the Project Manager, the Owner shall retain a replacement Project Manager and the role of the replacement Project Manager shall be the same as the role of the Project Manager specified below. Unless otherwise directed by the Owner in writing, the Project Manager will perform those duties and discharge those responsibilities allocated to the Project Manager in this Contract. The duties, obligations and responsibilities of the Project Manager shall include, but are not limited to, the following:

- (A) Unless otherwise directed by the Owner in writing, the Project Manager shall act as the Owner's agent from the effective date of this Contract until final payment has been made, to the extent expressly set forth in this Contract;
- (B) Unless otherwise directed by the Owner in writing, the Owner and the General Contractor shall communicate with each other in the first instance through the Project Manager;
- (C) The Project Manager shall review all proposed Change Orders;
- (D) The Project Manager shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Project Manager deem it appropriate, the Project Manager shall be authorized to call for extra inspections or testing of the work for compliance with requirements of this Contract;
- (E) The Project Manager shall review the General Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Project Manager, are properly owing to the General Contractor as provided in this Contract;
- (F) The Project Manager shall, upon written request from the General Contractor, perform those inspections required in Paragraph 8 hereinabove;
- (G) The Project Manager shall be authorized to require the General Contractor to make changes which do not involve a change in the Contract Price or in the time for the General Contractor's performance of this Contract consistent with the intent of this Contract and provisions of Paragraph 16, provided such changes are in written order from the Project Manager and are binding on both the General Contractor and the Owner;

- (H) **PROJECT TEAM** – The Project Manager utilizes a web-based platform for project management called “PROJECT TEAM” (www.projectteam.com). All parties involved in the project will be asked to provide the names and email addresses of the members of the organization that will need access to Project Team. All drawings, specifications, requests for information, potential change orders, or charges against contingency, change orders, invoices, pay applications, etc. shall be submitted and processed through Project Team. The Project Manager will assist any party to the project in familiarizing them with the platform and its utilization.
- (I) THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE GENERAL CONTRACTOR UNDER THIS CONTRACT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE PROJECT MANAGER. THE GENERAL CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BY AND BETWEEN THE OWNER AND THE PROJECT MANAGER. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE GENERAL CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE PROJECT MANAGER TO THE OWNER.

(J)

14.

CLAIMS BY THE GENERAL CONTRACTOR

Claims by the General Contractor against the Owner, other than those claims by the General Contractor arising from the failure of the Owner to make payments pursuant to a Payment Request, as provided for in Paragraph 8 herein, shall be subject to the following terms and conditions:

- (A) All General Contractor claims against the Owner shall be initiated by a written claim submitted to the Project Manager. Such claim shall be received by the Owner and the Project Manager no later than ten (10) calendar 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;
- (B) The General Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the General Contractor;
- (C) In the event the General Contractor discovers previously concealed and unknown conditions which could not have been discovered by reasonable inspection, the General Contractor shall notify the Owner and the Project Manager within ten (10) calendar days after the first appearance of the circumstances. As a condition precedent to the General Contractor's draw upon the Contractor's Contingency due to concealed and unknown conditions, the General Contractor must give the Owner and the Project Manager written notice of, on the form provided in **Exhibit “D,”** and an opportunity to observe, such condition prior to disturbing it. The failure by the General Contractor to give the written notice as provided by this Subparagraph 14(C) shall constitute a waiver by the General Contractor of any rights arising out of or relating to such concealed and unknown

condition. Furthermore, any draw upon any other allowance set forth in the Schedule of Values shall likewise be accompanied by written notice of such on the form provided in **Exhibit "D,"** ten (10) calendar days prior to such draw for review by the Project Manager.

- (K) In the event the General Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the General Contractor shall strictly comply with the requirements of Subparagraph 14(A) above and such claim shall be made by the General Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the General Contractor of any claim for additional compensation;
- (E) In connection with any claim by the General Contractor against the Owner for compensation in excess of the Contract Price, other than Change Orders properly submitted pursuant to the provisions of Paragraph 16, any liability of the Owner for the General Contractor's cost shall be strictly limited to direct cost incurred by the General Contractor and shall in no event include indirect cost or consequential damages of the General Contractor. The Owner shall not be liable to the General Contractor for claims of third-parties including subcontractors, unless and until liability of the General Contractor has been established therefor in a court of competent jurisdiction.
- (F) In the event the General Contractor should be delayed in performing 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 omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, Final Completion, shall be appropriately adjusted by the Owner upon the written claim of the General Contractor to the Owner and the Project Manager. A task is critical within the meaning of this Subparagraph 14(F) 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. Any claim for an extension of time by the General Contractor shall strictly comply with the requirements of Subparagraph 14(A) above. If the General Contractor fails to make such claim as required in this Subparagraph 14(F), any claim for an extension of time shall be waived.

15.

SUBCONTRACTORS

Upon the establishment of a final Schedule of Values and prior to the initiation of construction activities, the General Contractor shall identify to the Owner and Project Manager, in writing, those parties intended as subcontractors on the Project. The Owner shall, in writing within ten (10) days of such notice, state any objections the Owner may have to one or more of such subcontractors. The General Contractor shall not enter into a subcontract with an intended subcontractors with reference to whom the Owner objects. All subcontracts shall afford the General Contractor rights against the subcontractors which correspond to those rights afforded to the Owner against the General Contractor herein, including those rights of Contract termination as set forth herein below. Provided, however, should the owner object to any subcontractor

reasonably capable of performing the work, the General Contractor shall be entitled to a Change Order based upon the additional cost of any subsequent subcontractor over that of the original subcontractor or any additional time required for the performance of the work resulting from such change. Irrespective of any other provision herein, the subcontractors listed in Exhibit O are approved by Owner.

16.

CHANGE ORDERS AND DRAWS ON ALLOWANCES

One or more changes to the work within the general scope of this Contract, may be ordered by Change Order. The General Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order may be requested by the General Contractor or initiated by the Owner. Provided however, a Change Order may be initiated by the General Contractor only for changes in the design, changes in the specifications, reconciliation of Allowances, or changes in the scope of work by the Owner. Changes to the design, specifications or scope of work necessitated by previously concealed and unknown conditions which could not have been discovered by reasonable inspection, as set forth in Paragraph 14(C), shall be handled by draws upon the Contractor's Contingency as provided for therein and not by Change Order. In addition, any draws upon any other allowance set forth in the Schedule of Values shall be handled as provided in Paragraph 14(C) and each and every draw upon such allowance and the basis therefore and such allowance may be drawn upon only for direct labor and materials for the Project and may not be applied to or used for general conditions, overhead or profit of the General Contractor (except that in the case of a compensable delay in which case General Contractor shall be entitled to recover general conditions costs including overhead and profit on such general conditions). . The Project Manager shall review all proposed Change Orders and indicate the need therefor and any change in price or duration of the Agreement. No Change Order shall be effective unless approved by the Owner and the General Contractor; provided that if the total change order does not exceed two thousand five hundred (\$2,500.00) dollars, the Project Manager may approve the Change Order on behalf of the Owner. The General Contractor and either the Owner or the Project Manager must sign or initial all Change Orders in order to effect a change in the Contract's terms.
- (B) The execution of a Change Order by the General Contractor shall constitute conclusive evidence of the General Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the General Contractor. The General Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order;
- (C) The General Contractor shall notify and obtain the consent and approval of the General Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by the Owner, the Project Manager, the General Contractor's surety or by law. The General Contractor's execution of the Change Order shall

constitute the General Contractor's warranty to the 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.

17.

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- (A) In the event that the General Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Manager, such work shall be uncovered and displayed for the Owner's or Project Manager's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 17(A) above, it shall, if directed by the Project Manager, be uncovered and displayed for the Project Manager's inspection. If the uncovered work conforms strictly to this Contract, the costs incurred by the General Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the General Contractor;
- (C) The General Contractor shall, at no cost in time or money to the Owner, correct work rejected in writing with requisite specificity by the Project Manager as defective or failing to conform to this Contract. Additionally, the General Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;
- (D) In addition to its warranty obligations set forth elsewhere herein, the General Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following Final Completion upon written direction from the Owner;
- (E) The 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 greater of (1) the reasonable and verifiable costs of removing and correcting the defective or nonconforming work at market rates by a reputable contractor, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the General Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

18.

TERMINATION BY THE GENERAL CONTRACTOR

If the Owner fails to perform its material obligations to the General Contractor after written notice and a reasonable period to perform, the General Contractor may terminate performance under this Contract by written notice to the Owner and the Project Manager, given not less than ten (10) days prior to its intent to terminate hereunder. In such event, the General Contractor shall be entitled to recover from the Owner as though the Owner had terminated the General Contractor's performance under this Contract for convenience pursuant to Subparagraph 20(A) hereunder.

19.

OWNER'S RIGHT TO SUSPEND GENERAL CONTRACTOR'S PERFORMANCE

- (A) The Owner shall have the right at any time to direct the General Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If the Owner directs any such suspension, the General Contractor shall immediately comply with same.
- (B) In the event the Owner directs a suspension of performance under this Paragraph 19, through no fault of the General Contractor, the Owner shall pay the General Contractor as full compensation for such suspension the General Contractor'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, timeframe than that contemplated by this Contract.

20.

TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

- (A) The Owner may, for any reason whatsoever, terminate performance under this Contract by the General Contractor for convenience. The Owner shall give written notice of such termination to the General Contractor specifying when termination becomes effective. The General Contractor shall incur no further obligations in connection with the work and the General Contractor shall stop work when such termination becomes effective. The General Contractor shall also terminate outstanding orders and subcontracts. The General Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the General Contractor to assign the

General Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The General Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the General Contractor has. When terminated for convenience, the General Contractor shall be compensated as follows:

- (1) The General Contractor shall be entitled to payment based on the following:
 - (a) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the General Contractor's performance;
 - (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 20(A) of this Paragraph;
 - (d) An amount equal to ten (10%) per cent of the unpaid balance of the Guaranteed Fixed Price set forth in Paragraph 8 (A) as reasonable profits; provided however, that if it appears that the General Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.
 - (2) These costs shall not include amounts paid in accordance with other provisions hereof. The total sum to be paid the General Contractor under this Subparagraph 20(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- (B) If the General Contractor does not perform the work, or any part thereof, in a timely manner, after notice and a reasonable time to perform, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the General Contractor or others, may, after five (5) days written notice, terminate the performance of the General Contractor and assume possession of the Project site and of all materials and equipment of the site and may complete the work. In such case, the General Contractor shall not be paid further until the work is complete. After Final Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the General Contractor. Otherwise, the General Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the General Contractor is terminated by the Owner for cause

pursuant to this Subparagraph 20(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 20(A) and the provisions of Subparagraph 20(A) shall apply.

21.

INSURANCE

(A) GENERAL CONTRACTOR'S LIABILITY INSURANCE

(1) The General Contractor shall purchase and maintain in a company or companies authorized to do business in the State of Georgia, having a rating with A. M. Best & Co. of A-VII or better and acceptable to Owner, such insurance acceptable to Owner as will protect the General Contractor from claims set forth below which may arise out of or result from operations under the Contract by the General Contractor or by a contractor of the General Contractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- a. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws and acts which are applicable to the Work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or
- c. death of the General Contractor's employees;
- d. claims for damages because of bodily injury, sickness or disease, or death of persons other than the General Contractor's employees;
- e. claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the General Contractor or (2) by another person;
- f. claims for damages, other than to the Work at the site, because of injury to or destruction of tangible property, including loss of use;
- g. claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- h. claims for damages because of professional errors and omissions; and
- i. claims for contractually assumed liability under this agreement.

(2) The insurance required by the above Subparagraph (1) shall be written for not less than limits of liability specified as follows or required by law, whichever are greater:

1. Worker's Compensation
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$100,000.00
2. Comprehensive General Liabilities (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage and Elevator Liability):

Bodily Injury:	\$5,000,000.00 Each Occurrence
	\$5,000,000.00 Annual Aggregate
Property Damage:	\$5,000,000.00 Each Occurrence
	\$5,000,000.00 Annual Aggregate

Products and Completed Operations to be maintained for one year after final payment.

Property Damage Liability Insurance including XCU coverage.

3. Contractual Liabilities:

Bodily Injury:	\$ 1,000,000.00 Each Occurrence
	\$ 5,000,000.00 Annual Aggregate
Property Damage:	\$ 1,000,000.00 Each Occurrence
	\$ 5,000,000.00 Annual Aggregate

4. Personal Injury: \$ 1,000,000.00 Each Occurrence
\$ 5,000,000.00 Annual Aggregate

5. Comprehensive Automobile Liability:

Bodily Injury:	\$1,000,000.00 Each Person
	\$1,000,000.00 Each Occurrence

Property Damage:	\$1,000,000.00 Each Occurrence
	\$5,000,000.00 Annual Aggregate

6. Professional Errors and Omissions: \$1,000,000.00 Each Occurrence
\$2,000,000.00 Annual Aggregate

7. Builders Risk: Full amount of cost proposal minus the amount of Design and Construction Management Services.

8. Umbrella Policy: \$5,000,000.00 combined single limit

To remain in force through the one (1) year warranty period.

(3) The General Contractor's liability insurance shall include contractual liability insurance applicable to the General Contractor's obligations.

(4) Certificates of Insurance, and copies of policies and endorsements, acceptable to the Owner, shall be delivered to the Owner prior to commencement of design and construction, as provided below. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The form of the certificate shall be AIA Document G705.

(5) The General Contractor's general liability and automobile insurance shall be endorsed to include the Owner, its officers, officials, employees, volunteers and agents as additional

insureds as respects liability arising out of activities covered by or on behalf of the General Contractor, products and completed operations of the General Contractor, premises owned, occupied or used by the General Contractor, or automobiles owned, leased, hired or borrowed by the General Contractor. The coverage shall contain no special limitation on the scope of protection afforded to Owner, its officers, officials, employees, volunteers and agents. Nothing in this paragraph shall be construed to require the General Contractor to provide liability coverage to the owner for claims asserted against Owner for its sole negligence. Such policies shall provide that any failure to comply with the reporting provisions, of the policies, shall not affect coverage provided to the Owner, its officers, officials, employees, volunteers or agents. The General Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) The General Contractor shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein with the exception of professional liability insurance stated below.

(7) The General Contractor's Architect, Engineers, Testing Consultants and any other party engaged by the General Contractor to provide services shall carry professional liability insurance in the amount of \$2,500,000.00 single limit per occurrence. Certificates shall be provided including a description of services covered by the insured party on the Project.

(8) Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees; or the General Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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(B) **PROPERTY INSURANCE**

(1) The General Contractor shall purchase and maintain in a company lawfully authorized to do business in the State of Georgia property insurance in the amount of the Project contract sum of Thirteen Million One Hundred Nine Thousand Nine Hundred Ninety-three and no/100 Dollars (\$13,109,993.00). Such property insurance shall be maintained unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance until Certificate of Final Completion and final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered whichever is earlier. This insurance shall include interest of the Owner, the General Contractor, Subcontractors, and Subs-Subcontractors in the Work.

(2) The type of policy shall be a Builder's Risk in the amount of the contract sum as well as subsequent modifications and/or amendments and shall be on an all-risk policy form. The Builder's Risk policy shall cover work performed under the Contract, and materials, equipment, expedited deliveries or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather,

vandalism, malicious mischief, wind, collapse, riot aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work. The making of progress payments to General Contractor shall not be construed as relieving General Contractor or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

(3) The form of policy for this coverage shall be Completed Value.

(4) If the Owner is damaged by the failure of the General Contractor to maintain such insurance, then the General Contractor shall bear all costs properly attributable thereto.

The General Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the Work hereunder by the General Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the General Contractor's bid.

(C) VERIFICATION OF COVERAGE;

(1) The General Contractor shall furnish the Owner with five original certificates of insurance, each with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The name of the Insured on the Certificate must exactly match the name on the Agreement/Contract and on the General Contractor's corporate seal. Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable. The Certificates must include the City of Powder Springs Project Name and Project Number.

(2) The Certificate Holder must be shown as:

City of Powder Spring
Attention: City Manager
PO Box 46
Powder Springs, GA 30127

(3) The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds and shall be approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

(4) The endorsements on the certificates must read as follows:

1. The certificate for All Coverage shall include the following Cancellation endorsement, worded exactly as follows: **"Should any coverage be suspended, voided, cancelled or, reduced in coverage or in limits, thirty (30) days prior written notice delivered by certified mail, return receipt requested, will be given to the Certificate Holder.";**

2. The certificate for General Liability and Automobile coverage shall include the following endorsement, worded exactly as follows: **“Owner, its officers, officials, employees and volunteers are covered as additional insureds as respects liability arising out of actions performed by or on behalf of the General Contractor; products and completed operations of the General Contractor; or automobiles owned, leased, hired or borrowed by the General Contractor.”**

3. The certificate for Worker’s Compensation and Employers’ Liability coverage shall include the following endorsement, worded exactly as follows: **“The insurer agrees to waive all rights of subrogation with respect to Worker’s Compensation and Employers’ Liability coverage against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the General Contractor for the Owner.”**

22.

SURETY BONDS

The General Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the General Contractor shall incorporate by reference the terms of this contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the General Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the General Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

The Company issuing such bonds must be listed in the latest issue of U. S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the **Guaranteed Fixed Price** (as may be adjusted by the parties), as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor or furnishing material in connection with the Agreement. Any increase in the Guaranteed Fixed Price shall require a rider to the bonds increasing the amounts accordingly. The surety shall be acceptable to the Owner and the bonds shall be executed on the forms attached hereto as **Exhibit “H”** and **Exhibit “I”**. In case of default on the part of the General Contractor, all expenses incident to ascertaining and collecting losses on the bond, including engineering and legal fees shall lie against the bond. The General Contractor shall provide to Owner a one-year guarantee covering workmanship and materials of the Project. The performance bond shall remain in force for one year from the date of Project acceptance by the Owner. The cost of these bonds shall be paid by the General Contractor.

23.

PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the General Contractor, or any subcontractor of the General Contractor, shall be reasonably made available to the Owner or the Project Manager for inspection

and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records do not include those documents reflecting the cost of construction to the General Contractor, except for those records related to any Change Order, Contingency Draw or Allowance Draw, as provided for herein. The General Contractor shall maintain and protect these documents for no less than four (4) years after Final Completion of the Project, or for any longer period of time as may be required by law or good construction practice.

24.

APPLICABLE LAW

The law is hereby agreed to be the law of the State of Georgia and any action brought to clarify or enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.

25.

SUCCESSORS AND ASSIGNS

Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The General Contractor shall not assign this Contract without prior written consent of the Owner.

26.

IMMIGRATION COMPLIANCE

The Owner and General Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The General Contractor represents that it employs:

_____ 500 or more employees;
_____ 100 or more employees; or
__x__ Fewer than 100 employees

(General Contractor must initial appropriate category).

The General Contractor further agrees that its compliance with the requirements of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed General Contractor Affidavit and

Agreement attached hereto as **Exhibit "K"**. If employing or contracting with any subcontractor(s) in connection with this Agreement, General Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as **Exhibit B-1**; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of General Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Design-Builder to continue to satisfy the obligations of O.C.G.A. §13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, General Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the Owner shall be entitled to all available remedies, including termination of the contract and damages.

27.

COMPLIANCE WITH O.C.G.A. § 36-60-13

Owner and General Contractor agree that this Agreement is subject to the terms of O.C.G.A. § 36-60-13. In accordance with such provision, this Agreement is for a term of one year and shall terminate absolutely and without further obligation on the part of Owner at the close (December 31) of the calendar year in which it was executed and at the close (December 31) of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. This Agreement will automatically renew at 12:01 January 1 of the following calendar year unless the Owner notifies the General Contractor in writing at least thirty (30) days prior to termination that the Agreement will not be renewed. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the Owner. This Agreement does not create a debt of the Owner for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

28.

CONFLICT OF INTEREST AFFIDAVIT

General Contractor agrees, and shall execute an affidavit in the form as attached hereto as **Exhibit "M"** attesting that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for Owner, that no employee of Owner, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Owner.

29.

NON-COLLUSION AFFIDAVIT

Owner and General Contractor acknowledge that the Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)]. In compliance with O.C.G.A. § 36-91-21(d), (e) General Contractor shall make the oath and complete an affidavit in the form as attached hereto as **Exhibit "N"**. If such oath is false, this agreement shall be void, and all sums paid by the Owner on the Agreement may be recovered by appropriate action.

30.

NOTICES

All notices, claims or other communications provided for by this Contract shall be in writing and shall be mailed by certified mail to the following Notice addresses:

OWNER

City of Powder Springs
P. O. Box 46
Powder Springs, GA 30127
Attention: Pam Conner

with copy to:

4PM
205 Corporate Center Drive, Suite B
Stockbridge, GA 30236
Attention: Kirby Glaze

GENERAL CONTRACTOR

Macallan Construction LLC
1642 Powers Ferry Road SE, Suite 250
Marietta, Georgia 30067
Attention: Nathan Harbison

with copy to:

Macallan Construction LLC
1642 Powers Ferry Road SE, Suite 250
Marietta, Georgia 30067
Attention: James L. Rhoden III

Such notices, claims and communications shall be deemed to date from date of receipt.

[Signatures On Following Page]

Therefore, the parties hereto set their hand and seal this ____ of _____, 2023.

City of Powder Springs

By:

Title:

Albert Shuman
Mayor

Attested to by:

Kelly
City Clerk

Approved as to form by:

Ernie R. [Signature]
City Attorney

GENERAL CONTRACTOR

By: Nathan Harbison

Nathan Harbison
Title: Vice President Operations Manager

EXHIBIT A

Project Description –

The project consists of the construction of renovations to the Municipal Court building located at 4483 Pineview Drive, Powder Springs, Georgia and construction of additions to said building, the construction of a two-level parking structure and all related site development and improvements. The project is for the renovation and expansion of the existing facility to house City Hall, Community and Economic Development and Municipal Court services.

EXHIBIT B

(Plans, specifications and clarifications attached hereto)



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

GENERAL CONDITIONS

Inclusions:

- a. General liability insurance.
- b. Payment and Performance bonds.
- c. Builder's Risk Insurance.
- d. Superintendent, Project Management and Accounting team.
- e. Pricing held for 35 days, from August 29, 2023 or until the Contract is executed, whichever occurs first
- f. Monthly safety inspections and monthly training tailored to upcoming work by Safety Consultants USA.
- g. Bi-weekly reports and schedule updates with pictures, safety inspections/training, RFI/PCO logs.
- h. Schedule of values with monthly draw reports sent in on a date set in contract.
- i. Fully handled management of the local inspection process.
- j. Construction site signage
- k. Tools & Equipment
- l. Protection of new & existing, un-renovated areas as required.
- m. Material, tax, freight, shipping, and storage in all allowances unless otherwise noted.
- n. Protection of existing areas affected, and new work as required.
- o. Temp toilet
- p. General labor & daily cleanup.
- q. Rough & final cleaning.
- r. Construction dumpster(s) for waste haul off.
- s. Scaffolding
- t. Temporary stairs
- u. Special inspections "statement of special inspections" dated 5-19-23 signed by Oscar Herrera
- v. We've anticipated working normal hours. If directed by the Owner to perform work after normal working hours, overnight or on weekends or holidays for the convenience of the Owner, the Contractor shall be entitled to additional compensation. All other decisions with respect to the hours and days of work shall be the General Contactor's, their subcontractors and at their expense.

Exclusions:

- a. Building Permit
- b. Architectural, Civil and Structural Design Fees or MEP Design Fees



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

- c. Impact, tap fees, LDP, environmental.
- d. Construction materials testing or special inspections costs.
- e. Any equipment, FF&E materials not specifically detailed in the current drawings or required, implied or inferred by the documents, which make up this Contract.
- f. EarthCraft or LEED inspections, fees and or certifications
- g. Removal or replacement of furnishings.
- h. Bringing old building up to code or fixing any code issues before, during or after construction except as required, implied or inferred by the documents, which make up this Contract.
 - i. Lane closer permits or fees
 - j. Temporary Pest Control
 - k. Any other fees not specifically covered under inclusions.
 - l. ERRS signal testing. Testing will be provided by Owner. No allowances have been given to perform ERRS radio coverage.
 - m. Removal of existing finishes, artwork and/or existing building furniture or accessories.



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

Powder Springs Municipal Facility - Renovation of existing space per information provide below along with plans and/or specifications, the following plans and specification are to include a pending revision by the Architect for an audio/visual and IT room currently as depicted in Attachment 1 hereto:

ARCHITECTURAL

G-001	05/19/23	G-002	05/19/23	LS101	05/19/23
LS102	05/19/23	A-001	05/19/23	A-002	05/19/23
A-003	05/19/23	AS101	05/19/23	AD101	05/19/23
A-101	05/19/23	A-102	05/19/23	A-132	05/19/23
A-135	05/19/23	A-151	05/19/23	A-161	05/19/23
A-201	05/19/23	A-301	05/19/23	A-311	05/19/23
A-312	05/19/23	A-313	05/19/23	A-314	05/19/23
A-352	05/19/23	A-353	05/19/23	A-354	05/19/23
A-355	05/19/23	A-400	05/19/23	A-401	05/19/23
A-601	05/19/23	A-602	05/19/23	A-611	05/19/23
A-612	05/19/23	A-711	05/19/23	A-712	05/19/23
A-731	05/19/23	A-732	05/19/23	A-733	05/19/23
A-751	05/19/23	A-801	05/19/23	A-802	05/19/23
A-901	05/19/23	A-131	5-19-23	A-351	5-19-23

CIVILS

C-0.0	05/23/23	C-0.1	05-23-23	C-0.2	05/23/23
C-1.0	05/23/23	C-2.0	05/23/23	C-3.0	05/23/23
C-3.1	05/23/23	C-4.0	05/23/23	C-5.0	05/23/23
C-6.0	05/23/23	C-6.1	05/23/23	C-6.2	05/23/23
C-6.3	05/23/23	C-6.4	05/23/23	C-7.0	05/23/23
C-8.1	05/23/23	C-8.2	05/23/23	C-8.3	05/23/23
T1	05/19/23	T2	05/19/23	C-8.0	5-23-23

STRUCTURALS

S- 001	05/19/23	S-002	05/19/23	S-003	05/19/23
S-004	05/19/23	S-005	05/19/23	S-006	05/19/23
S-101	05/19/23	S-102	05/19/23	S-103	05/19/23
S-201	05/19/23	S-202	05/19/23	S-301	05/19/23
S-302	05/19/23	S-311	05/19/23	S-312	05/19/23



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

S-401	05/19/23	S-402	05/19/23	S-411	05/19/23
S-412	05/19/23	S-501	05/19/23	S-502	05/19/23
S-511	05/19/23	S-512	05/19/23	S-513	05/19/23
S-514	05/19/23	S-531	05/19/23	S-532	05/19/23
S-541	05/19/23				

FIRE PROTECTION

FP-001	05/19/23	FP-101	05/19/23	FP-102	05/19/23
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PLUMBING

P-001	05/19/23	P-10U	05/19/23	P-101	05/19/23
P-102	05/19/23	P-103	05/19/23	P-104	05/19/23
P-105	05/19/23	P-401	05/19/23	P-501	05/19/23
P-502	05/19/23	P-601	05/19/23	P-901	05/19/23
P-902	05/19/23	P-903	05/19/23		

MECHANICAL

M-001	05/19/23	M-002	05/19/23	M-101	05/19/23
M-102	05/19/23	M-103	05/19/23	M-501	05/19/23
M-502	05/19/23	M-601	05/19/23	M-701	05/19/23

ELECTRICAL

E-001	05/19/23	ES-101	05/19/23	EU101	05/19/23
E-101	05/19/23	E-102	05/19/23	E-103	05/19/23
E-104	05/19/23	E-131	05/19/23	E-132	05/19/23
E-151	05/19/23	E-501	05/19/23	E-502	05/19/23
E-503	05/19/23	E-601	05/19/23	E-602	05/19/23
E-603	05/19/23	E-701	05/19/23		

SPECIFICATIONS

000110	05/19/23	012500	05/19/23	013000	05/19/23
	3		3		3
014000	05/19/23	014216	05/19/23	015000	05/19/23
	3		3		3
016000	05/19/23	016116	05/19/23	017000	05/19/23
	3		3		3



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

017419	05/19/2 3	017800	05/19/2 3	024100	05/19/2 3
030516	05/19/2 3	033000	05/19/2 3	042000	05/19/2 3
042010	05/19/2 3	047300	05/19/2 3	051200	05/19/2 3
052100	05/19/2 3	053100	05/19/2 3	054000	05/19/2 3
055100	05/19/2 3	061000	05/19/2 3	061600	05/19/2 3
061753	05/19/2 3	064100	05/19/2 3	071400	05/19/2 3
072100	05/19/2 3	072400	05/19/2 3	072500	05/19/2 3
073113	05/19/2 3	074213	05/19/2 3	075400	05/19/2 3
076200	05/19/2 3	077200	05/19/2 3	078400	05/19/2 3
079200	05/19/2 3	080671	05/19/2 3	081113	05/19/2 3
081416	05/19/2 3	083100	05/19/2 3	084313	05/19/2 3
084413	05/19/2 3	088000	05/19/2 3	090561	05/19/2 3
092116	05/19/2 3	092216	05/19/2 3	093000	05/19/2 3
095100	05/19/2 3	096500	05/19/2 3	096813	05/19/2 3
099113	05/19/2 3	099123	05/19/2 3	102113.1 7	05/19/2 3
102800	05/19/2 3	107316	05/19/2 3	107500	05/19/2 3
142100	05/19/2 3	210500	05/19/2 3	210523	05/19/2 3
210553	05/19/2 3	211300	05/19/2 3	220500	05/19/2 3
220517	05/19/2 3	220519	05/19/2 3	220523	05/19/2 3



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

220529	05/19/2 3	220553	05/19/2 3	220719	05/19/2 3
221005	05/19/2 3	221006	05/19/2 3	223000	05/19/2 3
224000	05/19/2 3	230500	05/19/2 3	230529	05/19/2 3
230548	05/19/2 3	230553	05/19/2 3	230593	05/19/2 3
230713	05/19/2 3	230719	05/19/2 3	230913	05/19/2 3
230923	05/19/2 3	232300	05/19/2 3	233100	05/19/2 3
233300	05/19/2 3	233416	05/19/2 3	233600	05/19/2 3
233700	05/19/2 3	234000	05/19/2 3	237413	05/19/2 3
238126	05/19/2 3	238200	05/19/2 3	260500	05/19/2 3
260519	05/19/2 3	260526	05/19/2 3	260529	05/19/2 3
260533	05/19/2 3	260533.1 3	05/19/2 3	260533.1 6	05/19/2 3
260544	05/19/2 3	260553	05/19/2 3	260573	05/19/2 3
260583	05/19/2 3	260923	05/19/2 3	262100	05/19/2 3
262412	05/19/2 3	262416	05/19/2 3	262713	05/19/2 3
262726	05/19/2 3	262813	05/19/2 3	262816	05/19/2 3
264300	05/19/2 3	265100	05/19/2 3	265600	05/19/2 3
284600	05/19/2 3	311000	05/19/2 3	312000	05/19/2 3
312500	05/19/2 3	313116	05/19/2 3	316613	05/19/2 3
316615	05/19/2 3	321207	05/19/2 3	321211	05/19/2 3



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

321216	05/19/2 3	321313	05/19/2 3	321723	05/19/2 3
329200	05/19/2 3	331000	05/19/2 3	333200	05/19/2 3
081116	05/19/2 3	262413	05/19/2 3	270500	05/19/2 3
270526	05/19/2 3	270528	05/19/2 3	270529	05/19/2 3
270533.1 3	05/19/2 3				

SCOPE OF WORK

20-02-020000 EXISTING CONDITIONS

Project Clean-up / Waste Management

Inclusions:

- General labor & daily cleanup.
- Rough & final cleaning of impacted areas only.
- Construction dumpster for waste haul off.

Exclusions:

- Any project clean-up not specified above or required, implied or inferred by the documents, which make up this Contract.

20-02-020060 Demolition

Demolition

Inclusions:

- Demo of building façade as shown on drawings.
- Demo of canopy as shown on drawings.
- Demo of existing slab on grade as shown on drawings. We have assumed the slab has a turn down footing around the edge.

Exclusions:

- We specifically exclude any demolition or hazardous material remediations on any interior floor, wall, or ceilings other than specifically identified above.
- Demo in existing bathrooms.
- Demo of existing flooring.



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

20-02-030000 CONCRETE

20-02-030050 Cast-in-Place Concrete

Inclusions:

- Sidewalks and exterior flat concrete will be 4" 3000PSI non reinforced. Contraction joints every 12' with expansion joints every 50'. Light broom finish.
- Concrete paving at lower parking deck will be 8" 4000PSI 6"x6" 10/10 WWM reinforced concrete. 6" granular fill with light broom finish.
- 15mil poly and 4" granular fill under slabs only.
- 5'1/2" slab over metal deck. 2nd floor only.
- Front elevation planter wall will be 8" thick with #5 horizontal and vertical rebar at 12"OC. Footing priced as 3' wide and 1' tall with #5 horizontal rebar at 12"OC
- Building slabs to receive 1 coat of cure and seal.
- 3500PSI reinforced slab-on-grade, footings and 2nd floor slab.
- 4000PSI concrete for walls.
- Flowable fill at deep fill. T/Slab to be 8' max to flowable fill line.

Exclusions:

- Any concrete work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Note (7" slab edge typical) on page S-103. We do not have a poured concrete slab on the roof decking.
- Rock excavation, removal and blasting.
- Note 16 on C-3.0. This wall is priced as MSE, per VE Log

20-02-040000 MASONRY

20-02-040010 Concrete Unit Masonry / 20-02-040030 Stone Masonry / 20-02-040040 Masonry Fireplaces

Inclusions:

- Brick veneer, stone veneer, and cast stone.

Exclusions:

- Any Unit Masonry work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-050000 METALS

20-02-050020 Structural Steel Framing / 20-02-050010 Structural Metal Framing

Inclusions:

- Structural steel columns and braces
- Structural steel beams and girts.
- Galvanized lintels and ledger angels.
- Miscellaneous bearing plates, deck support, pour stops and braces.



Powder Springs Municipal Building

List of Specifications, Clarifications & Pricing Assumptions

- Ladders
- Opening frames.
- Bar joist and metal deck.
- Anchor bolts.
- Steel stairs, landings and railings.
- Shop drawings.
- Material where required will receive 1 coat of shop primer.
- AISC Certified steel contractor is not included.
- Steel Contractor will comply with all AISC standards that can be verified by an independent third-party materials inspection firm hired by the Owner.
- Exterior handrail at Northwest corner of the building (attached to the building). Handrails are priced as painted red iron. Exterior roof ladder as shown on K1 A-201. Will be painted black.
- Site rails as shown on AS101 only.

Exclusions:

- Any steel work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- AISC Certified steel contractor is excluded.
- Sloping of structural steel roof- Steel drawings do not call for sloping of structural steel members on the roof framing plan.
- Site rails other than what is shown on AS101 only.
- Testing or inspections.
- Fees for engineer stamp or engineer.

20-02-050130 Decorative metals

Inclusions:

- SAF 266 / 2-coat nonmetallic non-exotic PVDF paint column covers.
- Wood built brackets wrapped in aluminum on front exterior elevation.

Exclusions:

- Any decorative metals work not specifically identified above or required, implied or inferred by the documents, which make up this Contract .

20-02-060000 WOOD, PLASTICS, AND COMPOSITES

20-02-060010 Rough Carpentry

Inclusions:

- Blocking as required for new bathroom fixtures, toilet partitions, and accessories.
- Blocking as shown on Tag 75 A-101 and A-102.
- Roof nailers.



Powder Springs Municipal Building
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Exclusions:

- Any Rough Carpentry work not specifically identified above or required, implied or inferred by the documents, which make up this Contract .

20-02-60020 Wood Framing

Inclusions:

- Shop Drawings showing fabrication and installation details for trusses.
- metal-plate-connected wood trusses indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- Fasteners for use with metal framing anchors.
- Metal Framing Anchors and Accessories.
- Hoist trusses in place by lifting equipment.
- Installing and fastening permanent bracing during truss erection.
- New roof trusses for tying into existing building with 5/8" plywood decking.
- Trusses will be installed on top of existing shingles.

Exclusions:

- Any Wood Framing work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-060080 Finished Carpentry

Inclusions:

- Patch wainscoting in existing courtroom. Cannot guarantee perfect match in material, shape or color.
- Solyx deep etch to cover existing clear block in exiting courtroom.

Exclusions:

- Any Finished Carpentry work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-060040 Casework

Inclusions:

- Women Restroom West # 154
 - ADA plywood frame
 - Solid Surface countertop 24"D, 2 sink cut out, No back splash, 3" front (SSM-2)
 - Leg support
 - Stainless steel Trueform Shrd-18
- Men Restroom East # 155
 - ADA plywood frame



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List of Specifications, Clarifications & Pricing Assumptions

- Solid Surface countertop 24"D, 2 sink cut out, No back splash, 3" front (SSM-2)
 - Leg support
 - Stainless steel Trueform Shrd-18
- Women Restroom West # 217
 - ADA plywood frame
 - Solid Surface countertop 24"D, 2 sink cut out, No back splash, 3" front (SSM-2)
 - Leg support
 - Stainless steel Trueform Shrd-18
- Men Restroom East # 218
 - ADA plywood frame
 - Solid Surface countertop 24"D, 2 sink cut out, No back splash, 3" front (SSM-2)
 - Leg support
 - Stainless steel Trueform Shrd-18
- Open Office Room # 160
 - Wall cleat
 - Plywood substrate
 - Solid surface transaction top 8"D (SSM-1)
 - Solid surface countertop 21"D, front 1 1/2" (SSM-1) (2 pcs) Countertop support bracket
 - Plastic grommets 2"Dia Color: TBD (2 pcs)
- Breakroom # 170
 - Plywood substrate
 - Solid surface countertop 25"D, front 1 1/2", 1 sink cut out (SSM-1)
 - Base sink cabinet white melamine interior / 2 doors clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior 3 drawers clad in plastic laminate (PL-1)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
- Warming Pantry # 205
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
 - Plywood substrate



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

- Solid surface countertop 25"D, 1 sink cut out, 4" back splash (SSM-1)
Base sink cabinet white melamine interior / 2 doors clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-1)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
- Copy Area # 224
 - Plywood substrate
 - Solid surface countertop 25"D, NO back splash (SSM-2)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-3)
 - Base cabinet white melamine interior 3 drawers clad in plastic laminate (PL-1)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
 - Breakroom # 236
 - Plywood substrate
 - Solid surface countertop 25"D, front 1 1/2", 1 sink cut out, No Backsplash (SSM-1)
 - Base sink cabinet white melamine interior / 2 doors clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior 3 drawers clad in plastic laminate (PL-1)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
 - Permitting - Desk Wall # 158
 - Plywood substrate
 - Solid surface transactiontop 22"D, front 1 1/2" (SSM-2)
 - Solid surface countertop 25"D front 1 1/2" (SSM-2)
 - Wall cleat



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List of Specifications, Clarifications & Pricing Assumptions

- Base file cabinet white melamine interior 3 drawers clad in plastic laminate (PL-1)
 - Finish ends
 - Countertop support hidden bracket EH18-18 by Rakks
 - Countertop bracket 6x6
 - Countertop bracket 12x12
 - Transaction tray 12" Wide x 10" Deep x 1-9/16" High Finish: Brushed Stainless Steel CR Laurence Model CTDB12
 - Plastic grommets 2"Dia Color: TBD
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
- Permitting - Storage # 159
 - Plywood substrate
 - Solid surface countertop 25"D, front 1 1/2" (SSM-2)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-3)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
- Lobby # 138 / Reception # 145
 - Plywood substrate
 - Solid surface transactiontop 22"D, front 1 1/2" (SSM-3)
 - Solid surface countertop 25"D front 1 1/2" (SSM-3)
 - Wall cleat
 - Base file cabinet white melamine interior 3 drawers clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-1)
 - Finish ends
 - Countertop support hidden bracket EH18-18 by Rakks
 - Countertop bracket 6x6
 - Countertop bracket 12x12
 - Transaction tray 12" Wide x 10" Deep x 1-9/16" High Finish: Brushed Stainless Steel CR Laurence Model CTDB12
 - Plastic grommets 2"Dia Color: TBD
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
- Reception - Storage # 145
 - Plywood substrate



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List of Specifications, Clarifications & Pricing Assumptions

- Solid surface countertop 25"D front 1 1/2", NO Back Splash (SSM-3)
Base file cabinet white melamine interior 3 drawers clad in plastic laminate (PL-1)
 - Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-1)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
 - Copy Area # 144
 - Plywood substrate
 - Solid surface countertop 25"D front 1 1/2", NO Back Splash (SSM-2)
Base cabinet white melamine interior / 1 melamine adjustable shelf / 2 doors clad in plastic laminate (PL-3)
 - Upper cabinet 36"H white melamine interior, 2 adjustable melamine shelves, door(s) clad in plastic laminate (PL-2)
 - Finish ends
 - Pulls: Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett
- Main Lobby West Wall # 102
 - Wall clad in walnut rift cut veneer
 - Shop drawings
 - Cabinet fabrication: Interior: White melamine, Exterior: plastic laminate
 - Hinges: European 110 degree opening
 - Drawer Slides: Full extension
 - Pulls: Wire Pull 4" Finish: Brush chrome
 - SS-1: Solid Surface Hi Macs Shadow Concrete M552
 - SS-2: Solid Surface Hi Macs Merino
 - SS-3: Solid Surface Hi Macs Aurora Cream
 - PL-1: Arborite Plastic Laminate Color: Natural Artisan Walnut W2001
 - PL-2: Wilsonart Plastic Laminate Color: Grey 1500
 - PL-3: Wilsonart Plastic Laminate Color: Fossil Shale Matte D504
 - WD-1 Walnut rift cut wood veneer # 5664-3477 by Architectural

Veneers

- Pull-1: International Radiused Pull 5.5" Finish: Satin Nickel DP124A by Doug Mockett

Exclusions:

- Any Casework work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.



**MACALLAN
CONSTRUCTION**
Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

20-20-070000 THERMAL AND MOISTURE PROTECTION

20-02-070010 Dampproofing and Waterproofing

Inclusions:

- Single-component fluid-applied waterproofing at 60mils and drainage mat below grade concrete walls of elevator pit.
- Fluid-applied, vapor-permeable air barrier with reinforcement on sheathing joints and self-adhered flashing around all rough openings on CMU & sheathing behind the exterior façade.

Exclusions:

- Any Fluid-Applied Waterproofing work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070040 Exterior Insulation and Finish Systems

Inclusions:

- Roller applied Aire/Moisture Barrier.
- 2" EPS foam board.
- Standard basecoat with mesh and a colored finish coat.

Exclusions:

- Any Exterior Insulation and Finish Systems work not specifically identified above or required, implied or inferred by the documents, which make up this Contract..
- Dark finish colors.
- Non-standard finish textures.
- Hi impact meshes.

20-02-070070 Roof Panels (Canopies)

Inclusions:

- Canopies as shown on plans.

Exclusions:

- Any canopies work not specifically identified above or required, implied or inferred by the documents, which make up this Contract..

20-02-070140 Thermoplastic Membrane Roofing

Inclusions:

- New asphalt shingles as shown on plans.
- 30 year architectural shingle with synthetic felt underlayment.
- Metal drip edge as required.
- Color to match existing building as best as possible. Perfect color match cannot be guaranteed.
- Assume existing shingles are in good condition and can be worked with without unrepairable damage.



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

- Only Shingles specified by Note 13 on page A-151.

Exclusions:

- Any Asphalt Roofing work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Replacement of shingles on existing roofing.

20-02-070080 Wall Panels

Inclusions:

- 4mm MillerClapperton metal composite material, with a fire-resistant core.
- Manufacturer's standard 3-coat Kynar color with 20-year finish warranty.
- Installed using MillerClapperton System 1500 attachment system.
- 2" polyisocyanurate insulation behind panels
- 20-year finish warranty

Exclusions:

- Any Wall Panels work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070090 Siding

Inclusions:

- Vesta ceiling at covered porch.
- Nichiha siding at covered porch.
- Menard metal soffit at covered porch and front entrance soffit.

Exclusions:

- Any siding work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070140 Thermoplastic Membrane Roofing

Inclusions:

- Insulation - Base Layer
- Install (2) layer(s) of Polyisocyanurate board insulation equaling 4.0" total (R-22.8) over entire deck. Base insulation to be mechanically fastened using screws and plates.
- Install one (1) layer of 0.5" HD cover board insulation (R-2.5) over entire deck.
- Install (1) layer of 0.5" fanfold board insulation over entire deck.
- Cover board to be installed using low-rise foam insulation adhesive.
- This estimate assumes the roof decking will provide at least 1/4" per ft slope.
- Install tapered insulation crickets sloped at a 1/2" per foot to provide proper drainage around HVAC units, and corner(s) as needed.



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List of Specifications, Clarifications & Pricing Assumptions

- Install fully tapered system, per insulation vendors tapered plan. Tapered system to provide 1/4" slope per foot.
- Tapered insulation to be adhered using low-rise foam insulation adhesive.
- Field Membrane
- Install 60-mil TPO roofing membrane over entire roof area.
- Membrane to be provided by the following manufacturer: GAF or Firestone
- Membrane to be secured using adhesive per manufacturer's specifications.
- Membrane to terminate up and over parapet walls under coping at parapet wall.
- Membrane to terminate using drip edge and cover tape at gutter edges of roof.
- Membrane to be fully adhered with bonding adhesive on back sides of parapet walls per manufacturer's specifications.
- Base Flashing
- Membrane to be mechanically fastened at (12") o.c. with screws and plates
- at perimeters and penetrations.
- Install TPO base flashing per manufacturer's specifications.
- Install TPO flashing at HVAC vent stack penetrations.
- Fully adhere TPO flashing per manufacturer's specifications on vertical surfaces at walls, at HVAC curbs and around vent stack penetrations.
- TPO Accessories
- Provide and install pre-manufactured TPO Boots at pipe penetrations.
- Install pitch pans around conduit penetrations at RTUs and seal with pourable sealer.
- Install termination bar to terminate roofing membrane as needed at vertical walls surfaces.
- Install new field fabricated expansion joints with compressible tubes at transition to roof sections on each end of building.
- NDL warranty: (20) Years
- Install TPO coated thru wall scuppers and overflow scuppers.
- Bilco roof hatch.
- Walk pads as shown on plans.
- Counter Flashing
- Install 24 gauge counter flashing with a Kynar finish as needed over termination bar.
- Gravel Stop



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List of Specifications, Clarifications & Pricing Assumptions

- Install 24 gauge gravel stop flashing with a Kynar finish around perimeter of roof areas.
- Drip Edge Flashing
- Install 24 gauge drip edge flashing with a Kynar finish around perimeter of roof areas.
- Parapet Coping
- Install 24 gauge parapet coping with a Kynar finish on the tops of all parapet walls.
- Gutters
- Install new gutters (40') to perimeter of roof as indicated.
- Gutters style to be 6" box.
- Downspouts
- Install new downspouts (6) as needed to properly drain gutter system.
- Downspout to terminate with elbow at grade level.
- Conductor Heads / Collector Boxes
- Install collector boxes (6) as needed to properly drain gutter system.
- All sheet metal products to be manufactured from 24ga steel with Kynar finish
- All sheet metal colors to be chosen from metal manufacturer's standard color chart.

Exclusions:

- Any Thermoplastic Membrane Roofing work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Extended warranty

07 20-02-070150 Flashing and Sheet Metal / 20-02-070160 Sheet Metal

Roofing

Inclusions:

- Standing seam metal roofing with hi-temp underlayment.
- Standard colors

Exclusions:

- Any Standing Seam work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070190 Joint Sealants

Inclusions:

- Backer-rod and silicone and polyurethane sealants as shown on plans.
- Allowance carried for joint protection on wall G3, G4, G6, G8 as shown on A-001. Walls fire rating listed as .5 HR.



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- Exterior vertical brick control joints.
- Exterior cast stone band control joints.
- Exterior brick to metal panels.
- Exterior stone veneer to metal panels.
- Exterior EIFS to metal panels.
- Exterior brick to EIFS.
- Exterior perimeter of exterior louvers & hollow metal doors.
- Interior vertical CMU control joints.

Exclusions:

- Any joint protection work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070200 Expansion Control

Inclusions:

- Furnish and install 2" Watson Bowman Acme Pre-compressed foam expansion joint, or equal, at vertical joints at exterior wall to wall expansion joints, interior wall to wall expansion joints, interior ceiling to ceiling expansion joints.
- 5" bellow joint at TPO roofing and EIFS locations that tie existing building into new building.

Exclusions:

- Any Expansion Control work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-00-080000 OPENINGS

20-02-080010 Doors and Frames

Inclusions:

- New doors and frames per the door schedule below, as amended by pending revision for audio/visual and IT room.
- Door fire ratings comes from door schedule on A-601.



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

DOOR AND FRAME SCHEDULE											
Door Number	DOOR PANEL(S)							DOOR FRAME			
	EXISTING OR NEW	Type	Number of Panels	SIZE			MATERIAL	FINISH	TYPE	MATERIAL	FINISH
				Width	Height	Thickness					
103 A	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
104 C	NEW	F	1	3'-0"	7'-0"	1 3/4"	--	--	HM1	HM	PAINT
105 A	NEW	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT
105 B	NEW			3'-0"	7'-0"				HM2	HM	PAINT
105 C	NEW			3'-0"	7'-0"				HM2	HM	PAINT
105 D	NEW			3'-0"	7'-0"				HM2	HM	PAINT
105 E	NEW	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT
105 G	NEW	N2	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
112 A	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
112 B	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
113	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
115 A	NEW	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT
116	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	PAINT	HM1	HM	PAINT
117	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	PAINT	HM1	HM	PAINT
136	NEW	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT
137	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
140	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
141 A	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
141 B	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
142	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT



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143 A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
143 B	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
145	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
146	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
147	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
148	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
149	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
150	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
151	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
152	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
153 A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
153 B	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
154	NEW	F	2	2'-6"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
155	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
156	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
157 A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
157 B	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
158 B	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
159	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
162	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
163	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
164	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
165	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
166A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
166B	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
167	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
168	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
169	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
170B	NEW	FG	1	3'-0"	8'-0"	1 3/4"	HM	PAINT	HM1	HM	PAINT
171A	NEW	N2	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
171C	NEW	N2	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
172	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT



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173	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
201B	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
202	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
204A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
204C	NEW	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM1	HM	PAINT
205	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
206	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
207	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
208	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
209	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
211	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
212	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
213	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
216	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
217	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
218	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
219	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
220	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
221	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
223	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
226	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
227	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
228	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
229A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
229B	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
230	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
231	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
232	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
233	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
235A	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
235B	NEW	F	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
236	NEW	N1	1	3'-0"	7'-0"	1 3/4"	SCWD	FACTORY STAIN	HM1	HM	PAINT
P104	New Construction	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT
P202	New Construction	F	1	3'-6"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT



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DOOR AND FRAME SCHEDULE											
Door Number	DOOR PANEL(S)								DOOR FRAME		
	EXISTING OR NEW	Type	Number of Panels	SIZE			MATERIAL	FINISH	TYPE	MATERIAL	FINISH
				Width	Height	Thickness					
101A	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
101B	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
101C	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
101D	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
103	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
104A	NEW	FG	2	3'-0"	7'-10"	1 3/4"	ALUM	CL ANOD	--	ALUM	CL ANOD
110A	NEW	FG	1	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
111	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
114	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
138	NEW	FG	2	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
158A	NEW	FG	1	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
170A	NEW	FG	1	3'-0"	7'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
171B	NEW	FG	1	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
201A	NEW	FG	1	3'-0"	7'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
203	NEW	FG	1	3'-0"	8'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
215	NEW	FG	1	3'-0"	7'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD
237	NEW	FG	1	3'-0"	7'-0"	1 3/4"	ALUM	CL ANOD		ALUM	CL ANOD

Exclusions:

- Any Doors and/or Frames work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-080250 Door Hardware

Inclusions:

- Hardware for doors as shown on Door Schedule for New Doors.



Powder Springs Municipal Building
List of Specifications, Clarifications & Pricing Assumptions

Exclusions:

- We exclude electronic mag locks.
- We exclude door strikes on electronic hardware.
- Low voltage connections at auto operators and actuators.
- Any Hardware work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-080150 Storefronts

Inclusions:

- Furnish and install 2" x 6" curtainwall, 2" x 4-1/2" exterior storefront, 1-3/4" x 4-1/2" interior storefront, wide stile 1-3/4" doors, glass and glazing. Glass is 1" insulated RT100 / clear tempered, 3/8" clear tempered, and 1/4" clear tempered. Finish is Clear anodized. Caulking (2 beads).
- Solyx SXGF-0097 Deep Etch film is included only for elevations L1 (2 thus) & L1 (1 thus).
- CRL Pass thru trays and speak holes are included for 4 V elevations.
- Sunshades are included for the following elevations E (2), F (14), L1 (2), & L2 (2).
- 1/4" clear tempered door lites, 1" insulated door lite, and fire rated door lites 3/16" fire lite plus.

Exclusions:

- Any Entrances and Storefronts work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Thermal doors at exterior elevations.
- Engineered calculations.

20-02-090000 FINISHES

20-02-090020 Gypsum Board / 20-02-090040 Ceilings

Inclusions:

- Exterior 6" wall framing with sheathing.
- Interior wall framing with level 4 drywall.
- In wall unfaced insulation.
- Mold and moisture resistant gypsum board at wet walls.
- Gypsum ceilings
- FRP in janitors closet
- Cementitious tile backer.
- Fry Reglet at main entrance.
- Acoustical ceiling tile
- Rulon PG 3-12-60 per RFI
- Acoustical wall panels as shown on plans.



**MACALLAN
CONSTRUCTION**
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- Cold form metal framing with engineering design.

Exclusions:

- Any Gypsum Board work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Any other engineering design.
- Patch and repair of existing drywall unless damaged by Macallan team or required, implied or inferred by the documents, which make up this Contract.
- Note 21 on A-711. We have included patch and repair of any areas damaged while under construction. We specifically exclude any drywall repair for existing wall damage or disrepair.

20-02-090060 Flooring

Included:

- Flooring per plans.
- Base per plans.

Exclusions:

- Any Flooring work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Existing bathrooms.
- Sealing of tile or grout.
- Rubber stair treads and risers.
- Any floor prep that is beyond a typical floor prep requiring substantial floating or leveling or required, implied or inferred by the documents, which make up this Contract.

20-02-090160 Painting Interior / 20-02-090161 Painting Exterior

Included:

- Painting per plans.
- Painting of red iron on roof ladder, railings, stair railings.

Exclusions:

- Any Painting and Coating work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-10000 Specialties

20-02-100030 Signage

Inclusions:

- 10" flat cut aluminum letters exterior building signage for front elevation.
- 12" flat cut aluminum letters exterior building signage for rear elevation.



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Exclusions:

- Any Signage not specified above.
- Powder Springs logo
- Interior signage as shown on A-731 and 732.

20-02-100070 Toilet, Bath, and Laundry Accessories

Inclusions:

- Toilet partitions and accessories per drawings.
- Accurate Phenolic partitions.
- GB1, GB2, GB3, H1, HD1, M1, SD1, SND1, TP1 quoted.

Exclusions:

- Any Toilet, Bath, and Laundry Accessories work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-100100 Fire Protection Specialties

Inclusions:

- Fire extinguishers and cabinets per plans.

Exclusions:

- Any Fire Protection Specialties work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-100160 Flagpoles

Inclusions:

- Flagpoles as shown on drawings.

Exclusions:

- Any Flagpoles work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-100170 Other Specialties (Blinds)

Inclusions:

- Hunter Douglas RB 500 manual shades per plans

Exclusions:

- Any Window Blinds work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-140000 Conveying Equipment

20-02-140010 Elevators

Inclusions:

- Schindler 3100MRL with 2100 capacity and speed of 100.
- Color selection from standard color options.



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- Schindler safecall advanced cellular dialer for emergency communications.

Exclusions:

- Any Elevators work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- No auxiliary operating panel

20-02-150000 FIRE SUPPRESSION

20-02-150030 Fire-Suppression Sprinkler Systems

Inclusions:

- Install Fire Sprinkler System per NFPA 13,14,20, local codes Materials and Methods per NSFP Design.
- We include all design/submittals and permit fees as required for a complete operating fire system.
- Wet type systems utilizing blk steel sch 40 pipe with welded outlets and grooved ends for pipe sizes 1" and greater.
- Brass upright type sprinklers installed on exposed piping throughout all exposed structure areas.
- Concealed sprinklers throughout all areas with finished suspended ceilings with standard finish. No Architecturally placed sprinkler heads included.
- All finished heads to be installed on flexible drops. Excludes: cutting or installing device tiles for sprinkler heads.
- All heads to be symmetrical.
- Sprinkler head density's, spacing, hydraulic areas per NFPA Codes and Manufactures Cut Sheets.
- All systems shall be hydraulically designed per plans and AHJ requirements.
- Removal and reinstallation of existing fire riser. We have not included any monies to update the existing fire riser.

Exclusions:

- Architecturally placed sprinkler heads
- Dry systems
- BIM Design
- No allowance has been made to supply or install materials, devices, or additional hangers to improve the structural strength of the building or to enable it to handle the weight of the sprinkler system.
- New fire sprinkler riser.
- Corrosion resistant sprinklers.



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- All painting of pipe, fittings, equipment and/or protection of sprinkler heads from paint.
- We exclude custom color sprinklers or plates.
- It is assumed that the existing fire suppression system was operational per current code as it was found green tagged when mobilized. Rework or repairs on existing building fire sprinkler system is specifically excluded other than the work necessary to complete per the contract drawings.

20-02-160000 PLUMBING

20-02-160010 Plumbing Piping

Inclusions:

- Plumbing system per plans.
- Gas line per plans.

Exclusions:

- Any Plumbing Piping work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-170000 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

20-02-170030 HVAC Air Distribution

Inclusions:

- HVAC system per plans
- Roof Top Units 4 ea.
- PIUs & VAVs 22 ea.
- Split Systems 2 ea.
- Fabricated and Manufactured Ductwork
- Grilles, Registers & Diffusers
- Flex & Spin-Ins
- Manual Dampers
- Exhaust Fans 2 ea.
- Electric Heaters 6 ea.
- Fire Dampers
- Duct Sealer
- Equipment Support
- Condensate Piping
- Refrigerant Piping
- Insulation
- Crane, Lift and Tool Rental
- Test and Balance
- State Sales Tax
- HVAC Permit Fees



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- Submittals and Shop Drawings
- Operation and Maintenance Manuals
- Start-Up

Exclusions:

- Any HVAC work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Architectural Louvers except as shown on the Plans and Specifications.

20-02-170210 Central HVAC Equipment (DDC Controls)

Inclusions:

- Control Wiring for 25 each combination fire and smoke dampers
- Control Wiring for 25 each fire dampers
- Control Wiring for 25 each smoke dampers
- Control Wiring for 25 each volume control dampers.
- DDC Control Panel Located in Room ELEC 112
- DDC (Direct-Digital Controls):
- Basis of Design as scheduled on drawings.
- The unit level controller to include the following:
 - (a) 24 VAC power terminal or RJ-12 Power connection.
 - (b) T-Stat Port for thermostat connection.
 - (c) Service Port for Price Linker diagnostic equipment.
 - (d) Damper actuator.
 - (e) Fan output connection.
 - (f) LED indication for troubleshooting.
 - (g) Three binary staged heating outputs.
 - (h) Binary cooling output.
 - (i) S.A.T. sensor input.
 - (j) Contact closure input.
 - (k) Four analog outputs.
- Include a factory-installed, unit-mounted, direct-digital controller.
- Bi-directional Damper Actuator: 24 volts, powered closed, spring return open.
- Microprocessor-Based Controller: Air volume controller, pressure-independent with electronic airflow transducers, factory-calibrated maximum, and minimum CFM's.
- Occupied and unoccupied operating mode.
- Remote reset of temperature or CFM set points.
- Proportional, plus integral control of room temperature.
- Monitoring and adjusting with portable terminal.
- Room Sensor:



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- Compatible with temperature controls specified.
- Wall-mounted, system powered, with temperature set-point adjustment including connection access for portable operator terminal.
- Local Control Units - See Section 25 1400
- Control Sequence:
 - a. Suitable for operation with duct pressures between 0.25- and 3.0-inch wg inlet static pressure.
 - b. Include factory-mounted and piped, 5-micron filter; and adjustable, velocity-resetting, high-limit control with amplifying relay.
 - Section 230993 - Sequence of Operations for HVAC Controls – To be Designed and coordinated.

Exclusions:

- Any Automation Controls, Actuators, Operators, or Transmitters, devices, or sensors, not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Any Automation Controls, Actuators, Operators, Sensors, or Transmitters for any system other than HVAC and specified in 17 00 00 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC).

20-02-180000 ELECTRICAL

20-02-180010 Electrical Protection

Inclusions:

- Electrical system per plans.
- Temporary lighting as required.
- Security, CCTV, Data and telephone outlet stub-ups and conduit only
- Includes Purchase and Installation of New Service Entrance Package
- Includes Purchase and Installation of New Branch Wiring Package
- Includes Purchase and Installation of Lighting Package
- Includes Purchase and Installation of New Device Package
- Includes Purchase and Installation of New Low Voltage/ Fire Alarm Pathway Package
- Includes Purchase and Installation Of (60) Ez Path Fire Blocking Sleeves
- Single Gang Receptacle Assembly -Plastic 243 Ea
- Quad Duplex Receptacle Assembly 13 Ea
- 20a GFCI Assembly - Plastic 22 Ea
- Single Pole Switch Assembly - Plastic 14 Ea
- 3 Way Switch Assembly - 1 Gang Plastic 6 Ea
- Single Pole Occupancy Switch Assembly -Plastic 17ea
- Single Pole Dimmer Assembly - Plastic 48 Ea



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- Pir Occupancy Sensor Ceiling Mount Assembly 67 Ea
- Data Drop - No Plate 192 Ea
- 30A Specialty Receptacle Assembly -Aluminum 2ea
- Weatherproof GFCI Receptacle Assembly 22 Ea
- Floor Box Assembly - Plastic 10 Ea
- 3 Pole Motor Rated Switch 7 Ea Temporary lighting as required.
- 30a/ 3 Phase/240v/ NEMA 1/ Nf Disconnect 21 Ea
- 30a/ 3 Phase/ 240v/ NEMA 3r/ Nf Disconnect 2 Ea
- 60a/ 3 Phase/240v/ NEMA 1/ Nf Disconnect 19 Ea
- 60a/ 3 Phase/ 240v/ NEMA 3r/ Fused Disconnect
- 60a/ 3 Phase/ 600v/ NEMA 3r/ Fused Disconnect 1 Ea
- 100a/ 3 Phase/ 240v/ NEMA 3r/ Fused Disconnect 6 Ea
- 100a/ 3 Phase/ 600v/ NEMA 3r/ Fused Disconnect 3 Ea
- 200a/ 3 Phase/ 240v/ NEMA 3r Fused Disconnect 1ea
- 1-5/8" x 1-5/8" strut channel, 14 gauge, plated 500 ft
- 3/8" square washers 100 ea
- 3/8" fender washers, 1-1/2 diameter 200 ea
- 3/8-16 x 10' threaded rod, plated 200 ft
- 3/8 -16 steel hex nuts 1,000 ea
- #6 Type THHN 600 Volt Stranded Copper Building Wire 3,500 ft
- #4 Type THHN 600 Volt Stranded Copper Building Wire 100 ft
- #12 Type THHN 600 Volt Stranded Copper Building Wire 21,000 ft
- #8 Type THHN 600 Volt Stranded Copper Building Wire 3,500 ft
- #10 Type THHN 600 Volt Stranded Copper Building Wire 7,000 ft
- #12-2 Copper Solid Armored (MC) Cable 5,000 ft
- #12-3 Copper Solid Armored (MC) Cable 1,000 ft
- 3/4" Conduit, EMT 13,000 ft
- 3/4" Steel Set Screw Connector, EMT 3,500 ea
- 3/4" Set Screw Steel Coupling, EMT 1,800 ea
- 3/4" Steel One Hole Strap, EMT 175 ea
- 3/4" Combination Clips, EMT To Strut 200 ea
- 2-1/2" Conduit, EMT 300 ft
- 2-1/2" EMT 90 Degree Elbow 12 ea
- 2-1/2" Set Screw Steel Coupling, EMT 24 ea
- 2-1/2" Steel Set Screw Connector, EMT 10 ea
- 2-1/2" STRUT STRAPS 20 ea
- 2-1/2" Grounding Bushing 3 ea
- 2-1/2" Plastic Bushing 3 ea
- 4" PVC CONDUIT 1,700 ft
- 4" Schedule 40 Pvc Couplings 40 ea



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- 4" 36" Radius 90 Degree Sweeping Pvc Elbows 16 ea
- GEAR PACKAGE 1 ea
- MISC MATERIAL 1 ea
- 3/4" GROUND ROD 3 ea
- 1" INCH PVC SCH40 1,000 ft
- 1" PVC Coupling 40 ea
- 1" PVC Sweep 30 ea
- 2" PVC Conduit 1,000 ft
- 2" PVC Sweep 8 ea
- 2" PVC Coupling 20 ea
- Cable Tray -6" X 2" Deep 10' Wire Basket 1,000 ft
- CABLE TRAY -6" X 2" HARDWARE PACK 100 ea
- EZ PATH FIRE SLEEVE 60 ea
- #400 KCMIL Type THHN 600 Volt Stranded Copper Building Wire 6,000 ft
- #3/0 Type THHN 600 Volt Stranded Copper Building Wire 600 ft
- #3 XHHW Copper 150 ft
- #4 CU THWN 100 ft
- We have included a lighting package as identified on Sheet E-603 only.
- We have included note 10 on EU101. Conduit at power pole will be stubbed up 18" above ground.

Exclusions:

- Any Electrical Protection work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Note 2, 3, 4, 5 on sheet EU101. This work will already be in place or done by the owner's electric company.

20-02-190000 COMMUNICATIONS

20-02-190040 Data Communications

Inclusions:

- N/A. Work furnished and installed by Owner's contractor.
- Boxes and pull strings for locations shown on plans to above ceiling.

Exclusions:

- Any Data Communications work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Monitors, or display screens/pads.

20-02-200000 ELECTRONIC SAFETY AND SECURITY

20-02-200020 Access Control

Inclusions:

- N/A. Work furnished and installed by Owner's contractor.



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- Boxes and pull strings for locations shown on plans to above ceiling.

Exclusions:

- Any Access Control work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-200030 Video Surveillance

Inclusions:

- N/A. Work furnished and installed by Owner's contractor.
- Boxes and pull strings for locations shown on plans to above ceiling.

Exclusions:

- Any Video Surveillance work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-200050 Security Detection, Alarm, and Monitoring

Inclusions:

- N/A. Work furnished and installed by Owner's contractor.
- Boxes and pull strings for locations shown on plans to above ceiling.

Exclusions:

- Any Security Detection, Alarm, and Monitoring work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-200070 Fire Detection and Alarm

Inclusions:

- N/A. Work furnished and installed by Owner's FA contractor.
- Conduit, boxes and pull strings for locations shown on plans to above ceiling.
- 120 Volt supply to each control panel set by Owner's FA contractor.
- 120 Volt supply to two (2) remote power supplies. Power Supply's provided and installed by Owner's FA contractor.

Exclusions:

- Any Fire Detection and Alarm work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Any work in existing building.
- Integration into existing buildings system.
- Full or Part time monitoring service.

20-02-210000 Earthwork

20-02-210030 Grading

Inclusions:

- Grading as shown on plans.



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Exclusions:

- Any Grading not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-210050 Erosion and Sedimentation Controls

Inclusions:

- Erosion and Sedimentation Controls as shown on plans.

Exclusions:

- Any Erosion and Sedimentation Controls not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-210110 Driven Pile / 20-02-210120 Bored Piles

Inclusions:

- Aggregate Piers and Helical Piles per the design build specifications

20-02-220000 Exterior Improvements

20-02-220030 Curbs, Gutters, Sidewalks, and Driveways

Inclusions:

- Exterior concrete as shown on plans.
- MSE wall at northwest corner of municipal building. Wall has been priced at a height of 6' down to 2'. MSE wall will be regular grey modular block.

Exclusions:

- Any Curbs, Gutters, Sidewalks, and Driveways work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Non-slip aluminum grit per specifications 321313-D section 3.15G

20-02-220140 Planting

Inclusions:

- Sod and Seed as shown on final erosion control plan.
- Trees and shrubs as shown on T.2
- Temporary watering for 60days after initial installation.
- 60 days of mowing.

Exclusions:

- Any Planting work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Topsoil for all grass areas. We will respread topsoil from site in an even layer.
- Irrigation repair or new system



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20-02-230000 Utilities

20-02-230010 Water Utilities

Inclusions:

- New water service as shown on plans.
- City will be in charge of turning off fire line water for running of new line.

Exclusions:

- Any Water Utilities work not specifically identified above or required, implied or inferred by the documents, which make up this Contract e.

20-02-230020 Sanitary Sewerage

Inclusions:

- Sanitary Sewerage as shown on plans.
- Assumes proper invert elevation for existing sanitary sewerage.

Exclusions:

- Any Sanitary Sewerage work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-230040 Stormwater Utilities

Inclusions:

- Stormwater Utilities as shown on plans.
- P1-P3 priced as part of this contract.

Exclusions:

- Any Stormwater Utilities work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

ARCHITECTURAL

G-001	05/24/23	G-002	05/24/23	LS101	05/24/23
LS102	05/24/23	A-101	05/24/23	A-102	05/24/23
A-131	05/24/23	A-201	05/24/23	A-301	05/24/23
A-311	05/24/23	A-312	05/24/23	A-601	05/24/23
A-801	05/24/23	A-901	05/24/23		

CIVIL

STRUCTURAL

S-001	05/24/23	S-002	05/24/23	S-101	05/24/23
S-301	05/24/23	S-311	05/24/23	S-321	05/24/23

FIRE PROTECTION

N/A

PLUMBING

P-001	05/24/23	P-101	05/24/23	P-102	05/24/23
P-901	05/24/23				

MECHANICAL

N/A

ELECTRICAL

EP001	05/24/23	EP101	05/24/23	EP102	05/24/23
EP501	05/24/23	EP601	05/24/23		

SPECIFICATIONS

000110	6/16/2022	011000	6/16/2022	012500	6/16/2022
013000	6/16/2022	014000	6/16/2022	014216	6/16/2022
015000	6/16/2022	016000	6/16/2022	016116	6/16/2022
017000	6/16/2022	017419	6/16/2022	017800	6/16/2022



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

024116	6/16/2022	033000	6/16/2022	034100	6/16/2022
042010	6/16/2022	047200	6/16/2022	047300	6/16/2022
055000	6/16/2022	052213	6/16/2022	061000	6/16/2022
071400	6/16/2022	071800	6/16/2022	074113	6/16/2022
074646	6/16/2022	075400	6/16/2022	076200	6/16/2022
077100	6/16/2022	077123	6/16/2022	078400	6/16/2022
079200	6/16/2022	080671	6/16/2022	081113	6/16/2022
099113	6/16/2022	104400	6/16/2022	220500	6/16/2022
221005	6/16/2022	221006	6/16/2022	260500	6/16/2022
260519	6/16/2022	260526	6/16/2022	260529	6/16/2022
260533.13	6/16/2022	260533.16	6/16/2022	260544	6/16/2022
260553	6/16/2022	260583	6/16/2022	260923	6/16/2022
262100	6/16/2022	262416	6/16/2022	262713	6/16/2022
262726	6/16/2022	264300	6/16/2022	265600	6/16/2022
284600	6/16/2022	311000	6/16/2022	312000	6/16/2022
312500	6/16/2022	313116	6/16/2022	321207	6/16/2022
321211	6/16/2022	321216	6/16/2022	321313	6/16/2022
321713	6/16/2022	321723	6/16/2022	329200	6/16/2022
331000	6/16/2022	333200	6/16/2022	334100	6/16/2022

REPORTS

Geotechnical Exploration by United Consulting dated February 11, 2022

SCOPE OF WORK

20-02-020000 EXISTING CONDITIONS

Project Clean-up / Waste Management

Inclusions:

- General labor & daily cleanup.
- Rough & final cleaning of impacted areas only.
- Construction dumpster for waste haul off.

Exclusions:

- Any project clean-up not specified above or required, implied or inferred by the documents, which make up this Contract.

20-02-0060 Demolition

Inclusions:

- Demolition as shown on plans.

Exclusions:



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

- Any Demolition work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-030000 CONCRETE

20-02-030090 Precast Concrete

Inclusions:

- Precast concrete per plans.
- Precast retaining wall along column line D.
- Wall drainage system as shown on plans. For wall areas only.
- Column: CLA 24x33, Column: CLA 33X33, Column: CLA 33X52, Edge Beam Landings: STF 8"
- Fascia: FCA 8X90
- Field Top DT: DTA 12X28 FLDTOP, Flat Slab: FSA 8", Metrowall Horizontal: MWH 8"
- Shearwall: SWA 12", Spandrel: SPA 8X90, Stairs: STA RISERS
- Tee Girder: TGA 30X36
- Wall Panel Solid: WPA 12.00" (EXT-HORIZONTAL), Wall Panel Solid: WPA 12.00" (EXT-VERTICAL), Wall Panel Solid: WPA 12.00" (GR-Horizontal), Wall Panel Solid: WPA 8" (EXT-VERTICAL), Wall Panel Solid: WPA 8" (INT-HORORIZONTAL), Wall Panel Solid: WPA 8" (INT-VERTICAL)
- Field topped double tees, normal weight concrete.

Exclusions:

- Any Precast Concrete work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Foundation drains.
- Concrete retaining walls except as required, implied or inferred by the documents, which make up this Contract.

20-02-030050 Cast-in-Place Concrete

Inclusions:

- Cast-in-Place concrete as shown on drawings.
- 3" topping slab on precast double tees for 2nd level of parking deck.

Exclusions:

- Any Cast-in-Place Concrete work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- No allowances have been given for changes to the foundations due to foundation forces and requirement that will be provided by the Precast contractor.

20-02-040000 MASONRY

20-02-040010 Concrete Unit Masonry / 20-02-040030 Stone Masonry / 20-02-040040 Masonry Fireplaces



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

Inclusions:

- Unit Masonry work as shown on plans.

Exclusions:

- Any Unit Masonry work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-050000 METALS

20-02-050010 Structural Metal Framing / 20-02-050020 Structural Steel

Framing

Inclusions:

- Metal handrails as required for new stairs and railings only.
- Metal hoist beam at elevator.

Exclusions:

- Any steel work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- AISC Certified steel contractor is excluded.
-

20-02-060000 WOOD, PLASTICS, AND COMPOSITES

20-02-060010 Rough Carpentry

Inclusions:

- Roof nailers per plans
- Wood brackets as shown on plans

Exclusions:

- Any Rough Carpentry work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070000 THERMAL AND MOISTURE PROTECTION

20-02-070010 Dampproofing and Waterproofing

Inclusions:

- Single-component fluid-applied waterproofing at 60mils and drainage mat below grade at concrete foundation walls and elevator pit.
- 6" sock pipe and gravel base.
- Furnish and install MasterProtect H 400 or equal water-based penetrating sealer on the 2nd floor topping slab.

Exclusions:

- Any Fluid-Applied Waterproofing not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070090 Siding

Inclusions:

- Cementitious siding as shown on plans with drip edge.



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

- Cementitious soffit as shown on plans.

Exclusions:

- Any Siding work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070140 Thermoplastic Membrane Roofing

Inclusions:

- TPO roofing as shown on plans.
- Scuppers and downspouts and shown on plans.

Exclusions:

- Any Thermoplastic Membrane Roofing work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070160 Sheet Metal Roofing

Inclusions:

- Sheet Metal Roofing as shown on plans.
- Gutters and downspouts as shown on plans.

Exclusions:

- Any Sheet Metal Roofing work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-070190 Joint Sealants

Inclusions:

- Joint sealant of vertical precast panel control joints.
- Exterior perimeter of exterior windows and doors.

Exclusions:

- Any joint Sealants work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-080000 OPENINGS

20-02-080010 Doors and Frames

Inclusions:

- New doors and frames per the door schedule below.
- Door fire ratings comes from door schedule on A-601.



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

DOOR AND FRAME SCHEDULE											
Door Number	DOOR PANEL(S)								DOOR FRAME		
	EXISTING OR NEW	Type	Number of Panels	SIZE			MATERIAL	FINISH	TYPE	MATERIAL	FINISH
				Width	Height	Thickness					
P104	New Construction	F	1	3'-0"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT
P202	New Construction	F	1	3'-6"	7'-0"	1 3/4"	HM	PAINT	HM2	HM	PAINT

Exclusions:

- Any Doors and Frames work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-080250 Door Hardware

Inclusions:

- Hardware for doors as shown on Door Schedule for New Doors.

Exclusions:

- Any Hardware work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Access control for door P202.

20-02-090000 FINISHES

20-02-090160 Painting Interior / 20-02-090161 Painting Exterior

Included:

- Painting fiber cement board, fascia, timber, and soffits
- Painting of doors and frames

Exclusions:

- No painting of Precast concrete unless noted elsewhere.
- Any Painting and Coating work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-100000 SPECIALTIES

20-02-100030 Signage

Inclusions:

- 24" Aluminum halo lit letters "Public Parking"

Exclusions:

- Any Signage work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

20-02-100100 Fire Protection Specialties

Inclusions:

- Fire extinguishers and cabinets per plans

Exclusions:

- Any Fire Protection Specialties work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-150000 FIRE SUPPRESSION

20-02-150030 Fire-Suppression Sprinkler Systems

Exclusions:

- Any Fire Protection Specialties work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-160000 PLUMBING

20-02-160050 Facility Storm Drainage

Inclusions:

- Plumbing system per plans.

Exclusions:

- Any Plumbing Piping work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-170000 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

20-02-170030 HVAC Air Distribution

Exclusions:

- Any HVAC work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-180000 ELECTRICAL

20-02-180010 Electrical Protection

Inclusions:

- Electrical system per plans.
- All wiring to be installed in EMT conduit (surface counted) on pre-cast concrete structure. All EMT fittings will be compression style. No RGS conduit will be used.
- All main entrance cable from utility SFMR to panel DP are aluminum XHHW in PVC conduit. All feeder wires to sub-panels are also aluminum XHHW.

Exclusions:

- Any High or Low-Voltage Electrical Distribution work not specifically identified above, or required, implied or inferred by the documents, which make up this Contract



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

20-02-190000 COMMUNICATIONS

20-02-190010 Structured Cabling

Inclusions:

- N/A. Work furnished and installed by Owner's contractor.

Exclusions:

- Any Structured Cabling not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Any Low-Voltage Electrical Distribution work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-200000 ELECTRONIC SAFETY AND SECURITY

20-02-200020 Access Control

Inclusions:

- N/A. Provided by Owner.

Exclusions:

- Any Access Control not specifically identified above.

20-02-200040 Surveillance Cameras

Inclusions:

- N/A. Provided by Owner

Exclusions:

- Any surveillance Cameras not specifically identified above.

20-02-200070 Fire Detection and Alarm

Inclusions:

- N/A. Work furnished and installed by Owner's contractor.
 - Conduit, boxes and pull strings for locations shown on plans to above ceiling.
 - 120 Volt supply to each control panel set by Owner's FA contractor.
- 120 Volt supply to two (2) remote power supplies. Power Supply's provided and installed by Owner's FA contractor.

Exclusions:

- Any Fire Detection and Alarm not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Notification devices.
- Design build system



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

20-02-210000 Earthwork

20-02-210030 Grading

Inclusions:

- See municipal building Clarifications.

Exclusions:

- See municipal building Clarifications.

20-02-210050 Erosion and Sedimentation Controls

Inclusions:

- See municipal building Clarifications.

Exclusions:

- See municipal building Clarifications.

20-02-210110 Driven Piles / 20-02-210120 Bored Piles

Inclusions:

- See municipal building Clarifications.

Exclusions:

- See municipal building Clarifications.

20-02-220000 Exterior Improvements

20-02-220001 Unit Paving

Inclusions:

- Asphalt quoted using detail 1 on C-8.1
- Stripping and signs as shown on plans.
- Wheel stops as shown on plans.

Exclusions:

- Any Unit Paving not specifically identified above or required, implied or inferred by the documents, which make up this Contract.
- Non-slip aluminum grit per specifications 321313 section 3.15G

20-02-220030 Curbs, Gutters, Sidewalks, and Driveways

Inclusions:

- Curbs, gutters, sidewalks, and Driveways per plans

Exclusions:

- Any Curbs, Gutters, Sidewalks, and Driveways work not specifically identified above.
- Non-slip aluminum grit per specifications 321313-D section 3.15G

20-02-220070 Fences and Gates

Inclusions:

- Black vinyl chain link fence at detention pond only.
- Fence will run to elevation line 923 as shown on C-4.0.



Powder Springs Parking Deck

List of Specifications, Clarifications & Pricing Assumptions

Exclusions:

- Any Fences and Gates work not specifically identified above or required, implied or inferred by the documents, which make up this Contract.

20-02-220140 Planting

Inclusions:

- See Municipal Building Clarifications

Exclusions:

- See Municipal Building Clarifications

20-230000 Utilities

20-02-230040 Stormwater Utilities

Inclusions:

- See Municipal Building Clarifications

Exclusions:

- See Municipal Building Clarifications

EXHIBIT C

Schedule of Values
(Attached hereto)

EXHIBIT C

Schedule of Values

9/21/2023

20-02-010005 - Pre-Construction Services	\$22,500.00
20-02-010010 - Allowances	
20-02-010040 - Project Management and Coordination	\$434,682.00
20-02-010050 - Construction Progress Documentation	\$24,500.00
20-02-010060 - Quality Control	\$9,450.00
20-02-010070 - Temporary Facilities and Controls	\$57,875.00
20-02-010080 - Temporary Utilities	\$21,600.00
20-02-010100 - Temporary Barriers and Enclosures	\$26,950.00
20-02-010110 - Cleaning and Waste Management	\$54,300.00
20-02-010120 - Closeout Submittals	\$4,000.00
20-02-010140 - Payment & Performance Bonds	\$88,700.00
20-02-010145 - Subcontractor Payment & Performance Bonds Allowance	\$ 100,000.00
20-02-010180 - As Built Survey	\$7,000.00
20-02-020060 - Demolition	\$111,272.00
20-02-030050 - Cast-in-Place Concrete	\$1,258,638.00
20-02-030090 - Precast Concrete	\$1,646,952.00
20-02-040010 - Concrete Unit Masonry	\$782,501.00
20-02-040030 - Stone Masonry	\$47,000.00
20-02-040040 - Masonry Fireplaces	\$2,400.00
20-02-050010 - Structural Metal Framing	\$18,701.00
20-02-050020 - Structural Steel Framing	\$820,205.00
20-02-050130 - Decorative Metal	\$68,468.00
20-02-060010 - Rough Carpentry	\$20,301.00
20-02-060020 - Wood Framing	\$27,825.00
20-02-060080 - Finish Carpentry	\$87,796.00
20-02-060240 - Casework	\$134,866.00
20-02-070010 - Dampproofing and Waterproofing	\$185,115.00
20-02-070040 - Exterior Insulation and Finish Systems	\$54,230.00
20-02-070070 - Roof Panels	\$25,001.00
20-02-070075 - Roof Accessories	\$0.00
20-02-070080 - Wall Panels	\$99,000.00
20-02-070090 - Siding	\$127,320.00
20-02-070140 - Thermoplastic Membrane Roofing	\$274,829.00
20-02-070150 - Flashing and Sheet Metal	\$1,750.00
20-02-070160 - Sheet Metal Roofing	\$11,901.00
20-02-070190 - Joint Sealants	\$80,565.00
20-02-070200 - Expansion Control	\$7,096.00
20-02-080010 - Doors and Frames	\$112,197.00

<u>20-02-080150 - Storefronts</u>	\$446,170.00
<u>20-02-080250 - Door Hardware</u>	\$209,831.00
<u>20-02-090020 - Gypsum Board</u>	\$727,937.00
<u>20-02-090040 - Ceilings</u>	\$21,804.00
<u>20-02-090060 - Flooring</u>	\$248,432.00
<u>20-02-090160 - Painting Interior</u>	\$94,551.00
<u>20-02-090161 - Painting Exterior</u>	\$7,887.00
<u>20-02-100030 - Signage</u>	\$21,296.00
<u>20-02-100070 - Toilet, Bath, and Laundry Accessories</u>	\$25,976.00
<u>20-02-100100 - Fire Protection Specialties</u>	\$8,742.00
<u>20-02-100160 - Flagpoles</u>	\$10,583.00
<u>20-02-100170 - Other Specialties</u>	\$30,635.00
<u>20-02-140010 - Elevators</u>	\$82,001.00
<u>20-02-150030 - Fire-Suppression Sprinkler Systems</u>	\$102,508.00
<u>20-02-160010 - Plumbing Piping</u>	\$317,402.00
<u>20-02-160050 - Facility Storm Drainage</u>	\$150,567.00
<u>20-02-170030 - HVAC Air Distribution</u>	\$536,651.00
<u>20-02-170210 - Central HVAC Equipment</u>	\$50,000.00
<u>20-02-180010 - Electrical Protection</u>	\$1,112,375.00
<u>20-02-190010 - Structured Cabling</u>	\$0.00
<u>20-02-190040 - Data Communications</u>	\$0.00
<u>20-02-200020 - Access Control</u>	\$0.00
<u>20-02-200030 - Video Surveillance</u>	\$0.00
<u>20-02-200040 - Surveillance Cameras</u>	\$0.00
<u>20-02-200050 - Security Detection, Alarm, and Monitoring</u>	\$0.00
<u>20-02-200070 - Fire Detection and Alarm</u>	\$15,000.00
<u>20-02-210030 - Grading</u>	\$301,940.00
<u>20-02-210035 - Unsuitable Soils Allowance</u>	\$20,000.00
<u>20-02-210050 - Erosion and Sedimentation Controls</u>	\$89,371.00
<u>20-02-210110 - Aggregate Piles Allowance</u>	\$91,000.00
<u>20-02-210120 - Helical Piles Allowance</u>	\$190,500.00
<u>20-02-220001 - Unit Paving</u>	\$39,799.00
<u>20-02-220030 - Curbs, Gutters, Sidewalks, and Driveways</u>	\$124,279.00
<u>20-02-220070 - Fences and Gates</u>	\$8,401.00
<u>20-02-220140 - Planting</u>	\$82,178.00
<u>20-02-230010 - Water Utilities</u>	\$73,938.00
<u>20-02-230020 - Sanitary Sewerage</u>	\$12,031.00
<u>20-02-230040 - Stormwater Utilities</u>	\$115,489.00
<u>20-02-250000 - Taxes & Insurance</u>	\$192,681.00
<u>20-02-260000 - Profit & Overhead</u>	\$632,014.00

20-02-270000 - Contingency for Concealed or Unforeseen Circumstances

\$58,538.00

\$13,109,993.00

EXHIBIT D



**Request for Change Order, Contingency Draw or
Allowance**

Project:

General Contractor:

General Contractor's Tracking No.:

Reason for Request:
General Contractor Documentation: General Contractor acknowledges that with this submittal all back up documentation and verification has been included to support this request.

Authorized Signature for General Contractor

Amount of Request:
Labor/Materials, etc.:

General Conditions:

Overhead & Profit:

Total:

Additional days requested:

4PM Recommendation:

By: _____

Owner Approval:

Owner Approval

Authorized Signature for Owner

EXHIBIT E

Pay Request

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

PROJECT:

AIA DOCUMENT G702
APPLICATION NO: 0
PAGE ONE OF
PERIOD TO:
PROJECT NOS:
DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702-92 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

1. ORIGINAL CONTRACT SUM	\$	
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE (Line 3 less Line 6)	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS		
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO:
APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	(Fill in & break down contract values)								
	(Add any change order(s) descriptions)								
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

EXHIBIT F

Form of General Contractor's Affidavit, Release and Lien Waiver

STATE OF GEORGIA

)
)

COUNTY OF COBB

GENERAL CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

PERSONALLY APPEARED before me, the undersigned attesting authority in and for said State and County, the undersigned deponent, who being first duly sworn, on oath deposes and says as follows:

1. That the undersigned is the contractor ("Contractor") who contracted with the City of Powder Springs (as "Owner") for the following work:

_____(describe work performed)_____

performed upon or with regard to the following property: Those properties located at 4483 Pineview Drive, Powder Springs, Georgia pursuant to the current street numbering system of the City of Powder Springs, Georgia.

2. A contract for such work was executed on _____ (date) and may subsequently have been amended by one or more change orders (collectively referred to herein as the "Contract").

3. The undersigned warrants that the work described by such Contract has been fully completed according to the terms of the Contract between Contractor and Owner, and in accordance with all change orders thereto, and that all bills incurred for labor, material and/or services furnished or performed in connection with such work have been fully paid, without exception, including the bills of all mechanics, materialmen, suppliers or laborers used by me or by my subcontractors.

4. The undersigned acknowledges receipt of all monies which Contractor and all of Contractor's mechanics, materialmen, suppliers, laborers, and other subcontractors are due under the terms of said Contract. This Affidavit is made under the provisions of Official Code of Georgia annotated Section 44-14-361.2 and is made for the purpose of inducing said Owner to pay the balance of their contract price to Contractor.

5. Contractor expressly and unconditionally waives any lien rights which Contractor has or may have against or with regard to Owner or Owner's aforesaid Property.

CONTRACTOR:

Macallan Construction LLC

Printed Name: _____

Address: _____

WITNESS

Sworn to and subscribed before me this
_____ day of _____, 20____

Notary Public

My Commission Expires: _____

EXHIBIT G

**Form of Sub-Contractor's Affidavit,
Release and Lien Waiver
Interim Waiver and Release Upon Payment**

**STATE OF GEORGIA
COUNTY OF COBB**

The undersigned subcontractor, laborer, mechanic and/or materialman has been employed by Macallan Construction LLC (name of contractor) to furnish services and/or material for the construction of improvements known as City of Powder Springs Municipal Complex at 4483 Pineview Drive Project which is located in the City of Powder Springs, County of Cobb, and is owned by the City of Powder Springs and more particularly described as follows: Those properties located at 4483 Pineview Drive Powder Springs, Georgia pursuant to the current street numbering system of the City of Powder Springs, Georgia.

Upon receipt of the sum of \$_____, the undersigned waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and or material bond through the date of ____/____/____(date) and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

Given under hand and seal this ____ day of _____, _____.

VENDOR: _____
_____(seal)

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission expires: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THIS FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

Unconditional Waiver and Release Upon Final Payment

STATE OF GEORGIA

COUNTY OF COBB

The undersigned subcontractor, laborer, mechanic and/or materialman has been employed by Macallan Construction LLC (name of contractor) to furnish _____ for the construction of improvements known as the City of Powder Springs Muncipal Complex Project which is located in the City of Powder Springs, County of Cobb, and is owned by The City of Powder Springs and more particularly described as follows: Those properties located at 4483 Pineview Drive, Powder Springs, Georgia pursuant to the current street numbering system of the City of Powder Springs, Georgia.

Upon receipt of the sum of \$_____, the undersigned waives and releases any and all liens or claims of liens it has upon the foregoing described property or any right against any labor and/or material bond on account of labor or materials, or both furnished by the undersigned to or on account of said contractor for said property.

Given under hand and seal this ____ day of _____, _____.

VENDOR: _____
_____(seal)

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission expires: _____

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THIS FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT H

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, are held and firmly bound unto the **City of Powder Springs**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$_____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____, 20____, with the Owner for **City of Powder Springs Municipal Complex**, in accordance with drawings and specifications prepared by _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.

C. No suit or action shall be commenced hereunder by any claimant,

1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

_____(SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest:

_____(SEAL)
Surety

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Power of Attorney)

(Bond must not be dated prior to date of Agreement)

EXHIBIT I
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
, as Principals, hereinafter called Contractor, and _____, a
corporation duly organized under the laws of the State of _____, listed in the latest issue of
U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly
bound unto the **City of Powder Springs**, hereinafter called Owner, in the sum of
_____ Dollars (in words), (\$_
_____) (in figures), for payment of which sum, well and truly to be made, the Contractor
and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____
_____, 20____, with the Owner for **City of Powder Springs Municipal Complex**, in accordance
with drawings and specifications prepared by _____, which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise
shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension
of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default
under the Contract, the owner having performed Owner's obligations thereunder, the Surety may
promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions,
and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects,
upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses
(even though there should be default or a 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 prices; but not exceeding, including other costs and damages for
which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.
The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount
payable by Owner to Contractor under the Contract and any amendments thereto, less the
amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on
which final payment under the Contract falls due. No right of action shall accrue on this Bond to or
for the use of any person or corporation other than the Owner named herein or the heirs, executors,
administrators or successors of the Owner.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

Principal (Bidder) (SEAL)

Signature

Typed Name

Title

Attest:

Surety (SEAL)

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Copy of Power of Attorney)

(Bond must not be dated prior to date of Agreement)

EXHIBIT K

CONTRACTOR AFFIDAVIT & AGREEMENT PROJECT: City of Powder Springs Municipal Complex

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with City of Powder Springs, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with City of Powder Springs, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT "L") prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT ____) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that the City of Powder Springs, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to the City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from the City of Powder Springs, Georgia; and

(5) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

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

Notary Public Commission Expires _____

Effective 07-01-2013

EXHIBIT L

SUBCONTRACTOR AFFIDAVIT & AGREEMENT PROJECT: City of Powder Springs Municipal Complex

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Powder Springs, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with City of Powder Springs, Georgia, the undersigned subcontractor will:

- (1) Notify the City within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that City of Powder Springs, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to City of Powder Springs, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from the City of Powder Springs, Georgia; and

(6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

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

Notary Public Commission Expires _____

Effective 07-01-2013

EXHIBIT M

CONFLICT OF INTEREST AFFIDAVIT

As a duly authorized representative of the firm _____, I, _____ with the title _____ certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for the City of Powder Springs, Georgia, that no employee of the City, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for the City of Powder Springs.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT N

OFFICER'S OATH

As a duly authorized representative of the firm involved in the bidding for or procuring the contract for the construction of the new City of Powder Springs Municipal Complex, Powder Springs, Georgia I, _____ with the title _____
_____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name:

Authorized Representative Name: _____

Title: _____

Signature: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

Notary Public

My Commission Expires: