

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Agenda

Friday, June 5, 2020 ♦ 9:00 AM

Putnam County Administration Building – Room 203

Opening

1. Welcome - Call to Order
2. Approval of Agenda
3. Invocation - Dr. Ford G'Segner
4. Pledge of Allegiance (KI)

Regular Business Meeting

5. Public Comments
6. Consent Agenda
 - a. Approval of Minutes - May 19, 2020 Regular Meeting (staff-CC)
 - b. Approval of Minutes - May 19, 2020 Executive Session (staff-CC)
 - c. Approval of Minutes - May 29, 2020 Called Meeting (staff-CC)
 - d. Approval of 2020 Alcohol License - New Ownership (Parham's Place formerly Robert's Night Club) (staff-CC)
7. Discussion with Greg Gease from ACCG regarding 457 Plan Benefits (staff-CM)
8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Finance)
9. Appointment to the Oconee Community Service Board (staff-CC)
10. Approval of Corporate Health Partners Client Services Agreement-Third Extended Service Term (staff-CM)
11. Approval of Second Purchase of Triple Combination Pumper under Solicitation 20-35001-001 (staff-CM/Fire)
12. Discussion and possible action on Construction Management Agreement and Plans for the Relocation of Offices for Board of Elections & Registration (staff-CM)

Reports/Announcements

13. County Manager Report
14. County Attorney Report
15. Commissioner Announcements

Closing

16. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

File Attachments for Item:

6. Consent Agenda

- a. Approval of Minutes - May 19, 2020 Regular Meeting (staff-CC)
- b. Approval of Minutes - May 19, 2020 Executive Session (staff-CC)
- c. Approval of Minutes - May 29, 2020 Called Meeting (staff-CC)
- d. Approval of 2020 Alcohol License - New Ownership (Parham's Place formerly Robert's Night Club) (staff-CC)

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Minutes

Tuesday, May 19, 2020 ♦ 6:30 PM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Tuesday, May 19, 2020 at approximately 6:30 PM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Billy Webster
 Commissioner Kelvin Irvin
 Commissioner Daniel Brown
 Commissioner Bill Sharp

STAFF PRESENT

County Attorney Adam Nelson
 County Manager Paul Van Haute
 County Clerk Lynn Butterworth

Opening

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 6:31 p.m.
 (Copy of agenda made a part of the minutes on minute book page _____.)

2. Approval of Agenda

Motion to approve the Agenda.

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

3. Invocation

The invocation was given by County Attorney Adam Nelson.

4. Pledge of Allegiance (staff)

The Pledge of Allegiance was led by County Manager Paul Van Haute.

Regular Business Meeting

5. Public Comments

None

- 6. Consent Agenda
 - a. Approval of Minutes - May 1, 2020 Regular Meeting (staff-CC)
 - b. Approval of Minutes - May 6, 2020 Called Meeting (staff-CC)

Motion to approve the Consent Agenda.

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

- 7. Approval of 2020 Budget Amendment #1 (staff-Finance)

Motion to approve the 2020 Budget Amendment #1

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

(Copy of amendment made a part of the minutes on minute book page _____.)

- 8. Awarding of Solicitation 20-35001-001 Triple Combination Pumper (staff-Fire Dept)
Chief McClain reviewed the bid process and quotes and recommended the quote from Ten-8 for the Pierce Rescue Pumper at \$498,800.00.

Motion to award Solicitation 20-35001-001 for a Triple Combination Pumper to Ten-8 Fire and Safety Equipment of Georgia LLC for a 2020 Pierce Saber Custom Chassis Rescue Pumper at \$498,800.00.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

- 9. Appointments to the Putnam Development Authority (staff-CC)
Commissioner Sharp, seconded by Commissioner Irvin, nominated Patty Burns for appointment to the Putnam Development Authority for the full-term position.

Chairman Webster called for the vote. Commissioner Irvin voted for Patty Burns. Commissioner Brown voted for Patty Burns. Commissioner Sharp voted for Patty Burns.

Commissioner Brown, seconded by Commissioner Irvin, nominated Mylle Mangum for appointment to the Putnam Development Authority for the unexpired term position.

Commissioner Sharp, seconded by Commissioner Irvin, nominated John Augustus Pursley IV for appointment to the Putnam Development Authority for the unexpired term position.

Chairman Webster called for the vote. Commissioner Irvin voted for Mylle Mangum. Commissioner Brown voted for Mylle Mangum. Commissioner Sharp voted for Mylle Mangum.

10. Appointment to the Sinclair Water Authority (staff-CC)
Commissioner Brown, seconded by Commissioner Irvin, nominated Trevor Addison for appointment to the Sinclair Water Authority for a full-term position.

Chairman Webster called for the vote. Commissioner Irvin voted for Trevor Addison. Commissioner Brown voted for Trevor Addison. Commissioner Sharp voted for Trevor Addison.

11. Proposed adoption of changes to the Putnam County Code of Ordinances - Chapter 46 (Roads, Bridges, and Other Public Property) (staff-P&D)

Planning & Development Director Lisa Jackson explained the reasons for the changes and answered questions.

Motion to adopt the changes to the Putnam County Code of Ordinances - Chapter 46 (Roads, Bridges, and Other Public Property).

Motion made by Commissioner Irvin, Seconded by Commissioner Brown.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

(Copy of changes made a part of the minutes on minute book pages _____ to _____.)

12. Authorization for staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 53 (Solar Energy) (staff-P&D)

County Manager Van Haute explained the purpose of this new ordinance and advised that it will also start the process to get Putnam County designated as a Solar Smart Community-Silver Designation.

Motion to authorize staff to schedule a Public Hearing on proposed changes to the Putnam County Code of Ordinances - Chapter 53 (Solar Energy).

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

(Copy of proposed changes made a part of the minutes on minute book pages _____ to _____.)

Reports/Announcements

13. County Manager Report

County Manager Van Haute reported the following:

- Plans have been received for the relocation of the Board of Elections & Registration to the Administration Building. The plans are from Renfroe Construction, the same contractor who did the original renovation and the Health Department add on. Plans are being reviewed and the estimated cost is \$700,000.00 with funding coming from SPLOST funds. County Manager would like to review with each commissioner.
- Recycling centers are collecting over 1000 tons a month more than usual during this time of year due to the COVID-19 pandemic. Centers are being worked on as quickly as possible.
- Mr. Sammy Wooten of Wooten's Barber Shop recently bragged on Commissioner Irvin for working on clearing a road himself with his own chainsaw.

14. County Attorney Report
No report.

15. Commissioner Announcements
Commissioner Irvin: none

Commissioner Brown: none

Commissioner Sharp: none

Chairman Webster: none

Executive Session

16. Enter Executive Session as allowed by O.C.G.A. 50-14-4 for Personnel, Litigation, or Real Estate

Motion to enter Executive Session for Personnel and Litigation.

Motion made by Commissioner Brown, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

Meeting closed at approximately 7:27 p.m.

17. Reopen meeting and execute Affidavit concerning the subject matter of the closed portion of the meeting

Motion to reopen the meeting and authorize the Chairman to sign the Affidavit concerning the subject matter of the closed portion of the meeting.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

(Copy of affidavit made a part of the minutes on minute book page _____.)

Meeting reconvened at approximately 8:58 p.m.

18. Action, if any, resulting from the Executive Session
No action was taken.

Closing

19. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Irvin, Seconded by Commissioner Sharp.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

Meeting adjourned at approximately 8:59 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman

PUTNAM COUNTY BOARD OF COMMISSIONERS



Office of the County Clerk
117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 (main office) ♦ 706-485-1877 (direct line) ♦ 706-923-2345 (fax)
lbutterworth@putnamcountyga.us ♦ www.putnamcountyga.us

The draft minutes of the May 19, 2020 Executive Sessions are available for Commissioner review in the Clerk's office.

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

Called Meeting

Minutes

Friday, May 29, 2020 ♦ 11:30 AM

Putnam County Administration Building – Room 203

The Putnam County Board of Commissioners met on Friday, May 29, 2020 at approximately 11:30 AM in the Putnam County Administration Building, 117 Putnam Drive, Room 203, Eatonton, Georgia.

PRESENT

Chairman Billy Webster
 Commissioner Kelvin Irvin
 Commissioner Daniel Brown
 Commissioner Bill Sharp

STAFF PRESENT

County Attorney Adam Nelson
 County Manager Paul Van Haute
 County Clerk Lynn Butterworth

Opening

1. Welcome - Call to Order

Chairman Webster called the meeting to order at approximately 11:36 a.m.
 (Copy of agenda made a part of the minutes on minute book page _____.)

2. Pledge of Allegiance (staff)

County Manager Van Haute led the Pledge of Allegiance.

Called Meeting

3. Consideration and possible action on proposed development agreement for improvements to Collis Road (BW)

County Attorney Nelson introduced the item and reviewed the agreement.

Mr. Jeff Haymore spoke on behalf of the private parties that are part of the development agreement. Mr. Josh Sprayberry spoke on some of the development steps and their plans.

Motion to approve development agreement for improvements to Collis Road as amended during meeting.

Motion made by Commissioner Sharp, Seconded by Commissioner Irvin.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

(Copy of agreement made a part of the minutes on minute book pages _____ to _____.)

Closing

4. Adjournment

Motion to adjourn the meeting.

Motion made by Commissioner Irvin, Seconded by Commissioner Brown.

Voting Yea: Commissioner Irvin, Commissioner Brown, Commissioner Sharp

Meeting adjourned at approximately 12:15 p.m.

ATTEST:

Lynn Butterworth
County Clerk

Billy Webster
Chairman



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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
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Approval of 2020 Alcohol Licenses

The following alcohol license application (which is available for review in the County Clerk’s office) has been approved by the Sheriff, Fire Marshal, Building Inspector, and Tax Commissioner and is ready for BOC approval:

Individual Name	Business Name	Address	License Type
Ashley Parham*	Parham’s Place*	338 Glenwood Springs Road SW	Retail Consumption on Premises: Malt Beverages and/or Wine and Distilled Spirits

*New Owner and New Name – formerly Robert Parham and Robert’s Night Club

File Attachments for Item:

8. Authorization for Chairman to sign Georgia Indigent Defense Services Agreement (staff-Finance)



OCMULGEE CIRCUIT PUBLIC DEFENDER'S OFFICE

*In all criminal prosecutions, the accused shall
enjoy the right ... to the assistance of counsel for his defense.
U.S. Constitution, Amendment VI*

Milledgeville Office:

John Bradley, CPD,
Alice A. Button, APD
Kevin D. Ströberg, Chief APD
Sheri Smith, APD
Taylor Phillips, APD
(Juvenile Court)
Sherrí Marshburn,
Administrative Assistant
Nancy L. Miller,
Administrative Assistant

P.O. Box 1429
Milledgeville, GA 31059
Ph. (478)445-8100
Fax (478)445-8111

Gray Office:

Thomas O'Donnell, APD
Kevin Morris, Investigator
Jan McKenzie,
Administrative Assistant

P.O. Box 747
Gray, GA 31032
Ph. (478)986-6185
Fax (478)986-6359

Greensboro Office:

Darel Mitchell, APD
Charles Taylor, APD
Diana Moreno,
Administrative Assistant

113 N Main Street
Greensboro, GA 30642
Ph. (706)454-7012
Fax (706)454-1204

May 27, 2020

Ms. Linda Cook
Finance Director
Putnam County Board of Commissioners
117 Putnam Drive
Eatonton, GA 31024

Re: Public Defender Budget FY 2021

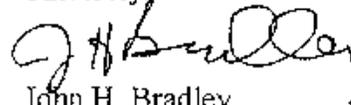
Greetings Ms. Cook,

Attached is the budget for the Public Defender's Office for FY 2021.

There is no increase to Putnam County from last year's budget, the amount remains \$88,983.58 with monthly payments of \$7,415.30. This includes \$74,583.58 for representation of indigent defendants in Putnam County Superior Court and Putnam County Juvenile Court and \$14,400 for representation of indigent defendants in Putnam County State Court. Additionally, our office provides representation of defendants in the Ocmulgee Circuit Adult Treatment Court (ATCC) including both the Drug and Mental Health Courts.

Also enclosed is the contract for indigent defense services for FY 2021. Once the contract has been signed please return it to me at P.O. Box 747, Gray, Georgia 31032 and I will forward it to Atlanta. Please contact me at (478) 445-8100 if you have any questions. Thank you for your assistance.

Sincerely,


John H. Bradley
Circuit Public Defender

OCMULGEE CIRCUIT PUBLIC DEFENDER OFFICE

July 1, 2020 - June 30, 2021

COUNTY FUNDED - Public Defender and Assistants							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	30.454% of Salary	\$31 per Position	
TOTAL:	5	\$ 305,463.20	\$ 23,367.93	\$ 75,327.23	\$ 93,025.76	\$ 155.00	\$ 497,339.12

COUNTY FUNDED - Public Defender Administrative							
Name	#	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65% of Salary	24.66% of Salary	30.454% of Salary	\$31 per Position	
TOTAL:	2	\$ 53,591.35	\$ 1,983.74	\$ 8,776.83	\$ 10,838.99	\$ 31.00	\$ 76,221.90

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Postage	*	\$ 182.41	\$ 2,188.92
Printing, Publications, & Media	*	\$ 152.01	\$ 1,824.12
Supplies & Materials	*	\$ 644.77	\$ 7,737.24
Repairs & Maintenance	*	\$ 273.62	\$ 3,283.45
Rents Other than Real Estate	*	\$ 623.49	\$ 7,481.94
Other Operating	*	\$ 466.44	\$ 5,597.28
Real Estate Rentals	*	\$ 2,400.00	\$ 28,800.00
Professional Services	*	\$ 177.01	\$ 2,124.12
Telecommunications (OTA)	*	\$ 194.57	\$ 2,334.84
Telecommunications (AT&T, etc.)	*	\$ 672.90	\$ 8,074.77
TOTAL:		\$ 5,866.23	\$ 70,624.76

TOTAL EXPENDITURES			
		Personnel	Operating
Public Defender and Assistants	*	\$ 497,339.12	
Public Defender Administrative	*	\$ 76,221.90	
LESS: FY 19 Rollover		\$ (26,006.15)	
5% Administrative Fee	*	\$ 28,678.05	
Office Expenditures	*		\$ 70,624.78
4% Administrative Fee	*		\$ 2,825.39
LESS: FY 19 Rollover			\$ (3,536.00)
TOTAL:		\$ 576,172.93	\$ 69,924.17

	Without Offset	With Offset
Total Personnel (without \$75,450.00 offset)	\$ 500,722.93	\$ 576,172.93
Total Operating Contract	\$ 69,924.17	\$ 69,924.17
	\$ 570,647.10	\$ 646,097.10

BREAKDOWN BY COUNTY			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 16,666.19	\$ 199,994.32
Greene	9.85%	\$ 5,084.06	\$ 61,008.74
Hancock	5.81%	\$ 2,762.88	\$ 33,154.60
Jasper	8.56%	\$ 4,070.62	\$ 48,847.39
Jones	17.66%	\$ 9,118.86	\$ 109,426.28
Morgan	11.00%	\$ 5,230.93	\$ 62,771.18
Putnam	13.07%	\$ 7,415.39	\$ 88,983.59
Wilkinson	5.89%	\$ 2,800.93	\$ 33,611.11
CIRCUIT WIDE TOTAL:	100%	\$ 53,841.43	\$ 646,097.11

OFFSET FUNDS	
County/City	Amount
City of Gray	\$ 3,300.00
City of Eatonton	\$ 3,000.00
City of Gordon	\$ 1,000.00
City of Union Point	\$ 1,000.00
Baldwin	\$ 199,994.32
Greene	\$ 61,008.74
Hancock	\$ 33,154.60
Jones	\$ 109,426.28
Morgan	\$ 62,771.18
Putnam	\$ 88,983.59
Wilkinson	\$ 33,611.11
Total	\$ 75,450.00

*excludes salary benefits and 5% admin fee

BREAKDOWN BY COUNTY (Personnel)			
		Monthly	Annual
City of Gray	*	\$ 275.00	\$ 3,300.00
City of Eatonton	*	\$ 250.00	\$ 3,000.00
City of Gordon	*	\$ 83.33	\$ 1,000.00
City of Union Point	*	\$ 83.33	\$ 1,000.00
Baldwin	28.16%	\$ 15,025.30	\$ 180,303.58
Greene	9.85%	\$ 4,510.10	\$ 54,121.21
Hancock	5.81%	\$ 2,424.33	\$ 29,091.00
Jasper	8.56%	\$ 3,571.82	\$ 42,861.86
Jones	17.66%	\$ 8,089.61	\$ 97,077.67
Morgan	11.00%	\$ 4,589.96	\$ 55,079.52
Putnam	13.07%	\$ 6,653.71	\$ 79,844.49
Wilkinson	5.89%	\$ 2,457.72	\$ 29,492.58
CIRCUIT WIDE TOTAL:	100%	\$ 48,014.41	\$ 576,172.93

ROLLOVER: FY 20 ⇒ FY 21		
County	Amount	%
City of Gray	\$ -	0.00%
City of Eatonton	\$ -	0.00%
City of Gordon	\$ -	0.00%
City of Union Point	\$ -	0.00%
Baldwin	\$ 8,172.69	31.35%
Greene	\$ 2,493.45	9.37%
Hancock	\$ 1,355.16	5.20%
Jasper	\$ 1,995.59	7.66%
Jones	\$ 4,472.28	17.16%
Morgan	\$ 2,565.72	9.84%
Putnam	\$ 3,635.43	13.95%
Wilkinson	\$ 1,373.82	5.27%
Total	\$ 26,066.45	100.00%

BREAKDOWN BY COUNTY (Operating)			
		Monthly	Annual
Baldwin	28.16%	\$ 1,640.89	\$ 19,690.65
Greene	9.85%	\$ 573.96	\$ 6,887.53
Hancock	5.81%	\$ 338.55	\$ 4,062.59
Jasper	8.56%	\$ 498.79	\$ 5,985.51
Jones	17.66%	\$ 1,029.05	\$ 12,348.61
Morgan	11.00%	\$ 640.97	\$ 7,691.65
Putnam	13.07%	\$ 761.59	\$ 9,139.09
Wilkinson	5.89%	\$ 343.21	\$ 4,118.53
CIRCUIT WIDE TOTAL:	100%	\$ 5,827.41	\$ 69,924.18

ROLLOVER: FY 20 ⇒ FY 21		
County	Amount	%
Baldwin	\$ 1,108.66	31.35%
Greene	\$ 338.25	9.57%
Hancock	\$ 183.83	5.20%
Jasper	\$ 270.85	7.66%
Jones	\$ 606.59	17.16%
Morgan	\$ 348.95	9.84%
Putnam	\$ 493.30	13.95%
Wilkinson	\$ 186.37	5.27%
Total	\$ 3,536.00	100.00%



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2020, among the Georgia Public Defender Council (herein referred to as “GPDC”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “the Public Defender Office”), and the governing authority of Putnam County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2020.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2005, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Putnam County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Putnam County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Putnam County in which a child may face a disposition a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2020 and ending June 30, 2021.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:

John Bradley
Circuit Public Defender
Post Office Box 747
Gray, Georgia 31032

Putnam County:

Putnam County Board of Commissioners
117 Putnam Drive, Suite A
Eatonton, Georgia 31024

Georgia Public Defender Council:

Omotayo Alli, Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. **(a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Putnam County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

Ocmulgee Judicial Circuit

ATTACHMENT B – Personnel & Operating Expenditures

Putnam County

July 1, 2020 – June 31, 2021

The County agrees to pay the Public Defender Office \$88,983.58 in 12 monthly installments of \$7,415.30. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2020. Invoices will be sent to the following address:

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Putnam County in accordance with the additional services provisions set below:

Definition. For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

Additional Services. The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) State Court of Putnam County.

(1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.

(2) Hearings on a revocation of probation.

Putnam County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.

File Attachments for Item:

9. Appointment to the Oconee Community Service Board (staff-CC)

Applicants for Oconee Community Service Board
5/29/2020

NAME	ADDRESS	DISTRICT	APPLICATION DATE
Felicia L. Harrison-Hill	301 Port Laz Lane	1	5/13/2020

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826
www.putnamcountyga.us

NOTICE

The Putnam County Board of Commissioners is seeking individuals interested in serving on the **Oconee Community Service Board** that represents all of the citizens of Putnam County. Qualified individuals shall be a person that advocates for people with disability services or a local leader or business person with an interest in mental health, developmental disabilities and addictive diseases or individual shall be a consumer of disability services, or a family member of a consumer.

Interested persons should submit an **application** to the Putnam County Board of Commissioners, 117 Putnam Drive, Suite A, Eatonton, Georgia 31024. Applications will be accepted until the position is filled. The board application form can be found on the county website at www.putnamcountyga.us (in the "How Do I..." or "Forms & Documents" sections) or by calling 706-485-5826.

For more information about the Oconee Community Service Board, please contact the Oconee Center at 478-445-4817.

11/15/2018 & 11/22/2018

OCONEE COMMUNITY SERVICE BOARD

<u>MEMBER</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Ms. Patrice S. Underkofler 103 Ridgecreek Road Eatonton, GA 31024	11/06/2015	11/06/2018



PROBATE COURT OF PUTNAM COUNTY
PUTNAM COUNTY PROBATE COURT
100 S. JEFFERSON AVENUE, SUITE 318
EATONTON, GEORGIA 31024
Website: <http://www.putnamprobate.com>
Email: probatecourt@putnamprobate.com

PATRICE S. UNDERKOFER
JUDGE OF PROBATE COURT

TEL: (706) 483-5476
FAX: (706) 483-2515

November 15, 2018

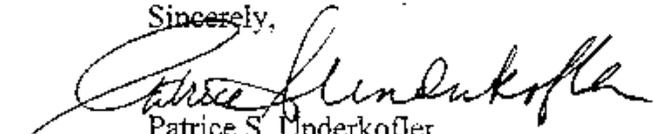
Mr. Tyrone Evans, CEO
Ms. Emily Davis, Chairman
Members of Oconee Community Service Board
Post Office Box 1827
Milledgeville, Georgia 31059

Re: End of Term of Appointment

Dear Mr. Evans, Ms. Davis, and Members of the Board:

My term on the Oconee Community Service Board has expired effective this month. I have decided not to pursue another term on the Board. I have enjoyed my service on the Board and have learned a lot. I wish you all the best.

Sincerely,



Patrice S. Underkoffer
Probate Judge

PSU: kpo



JAN 4 11 30

PROBATE COURT OF PUTNAM COUNTY

PUTNAM COUNTY PROBATE COURT
100 S. JEFFERSON AVENUE, SUITE 318
EATONTON, GEORGIA 31024

Website: <http://www.putnamprobate.com>
Email: probatecourt@putnamprobate.com

PATRICE S. UNDERKOFER
JUDGE OF PROBATE COURT

TEL: (706) 485-5476
FAX: (706) 485-2315

December 19, 2018

Mr. Tyrone Evans, CEO
Ms. Emily Davis, Chairman
Members of Oconee Community Service Board

Post Office Box 1827
Milledgeville, Georgia 31059

Mr. Tyrone Evans, CEO
Ms. Emily Davis, Chairman
Members of Oconee Community
Service Board
1371 Orchard Hill
Milledgeville, Georgia 31061

Re: End of Term of Appointment

Dear Mr. Evans, Ms. Davis, and Members of the Board:

Please find enclosed a copy of a letter that was mailed by first class mail to you as well as emailed to Tyrone Evans on November 15, 2018 specifically stating that my term on the Oconee Community Service Board has expired and I have decided not to pursue another term on the Board. The Putnam County Board of Commissioners has advertised the position in the newspaper for any interested person to apply.

I am finding it necessary to resend this because I have received a meeting packet and a call to see if I was coming to the meeting today.

Sincerely,

Patrice S. Underkofler
Probate Judge

PSU: kpo
Enclosure

CC: Lynn Butterworth, Clerk, Putnam County Board of Commissioners



PROBATE COURT OF PUTNAM COUNTY
PUTNAM COUNTY PROBATE COURT
100 S. JEFFERSON AVENUE, SUITE 318
EATONTON, GEORGIA 31024
Website: <http://www.putnamprobate.com>
Email: probatecourt@putnamprobate.com

PATRICE S. UNDERKOFLEB
JUDGE OF PROBATE COURT

TEL: (706) 485-5476
FAX: (706) 485-2515

December 19, 2018

Ms. Lynn Butterworth, Clerk
Putnam County Board of Commissioners
117 Putnam Drive
Suite A
Eatonton, Georgia 31024

Re: End of Term of Appointment
Oconee Community Service Board

Dear Ms. Butterworth:

Please find enclosed a copy of a letter that was mailed by first class mail and emailed to Tyrone Evans and the Chairman of the Oconee Community Service Board on November 15, 2018. The Putnam County Board of Commissioners has advertised the position in the newspaper for any interested person to apply.

Sincerely,

A handwritten signature in cursive script that reads "Patrice S. Underkofler".

Patrice S. Underkofler
Probate Judge

PSU: kpo
Enclosure

PUTNAM COUNTY BOARD OF COMMISSIONERS



117 Putnam Drive, Suite A ♦ Eatonton, GA 31024
706-485-5826 ♦ 706-923-2345 fax
www.putnamcountyga.us

APPLICATION FOR BOARDS, COMMITTEES, & AUTHORITIES

Name: Felicia L. Harrison-Hill
Address: 301 Port Laz Lane
Eatonton, Georgia 31024
Occupation: Civil Servant

Home Phone: _____
Work Phone: 478-227-4303
Cell Phc _____
E-mail: _____

I would like to apply for appointment to the following Board, Committee, or Authority:
Oconee Community Service Board

Which district do you live in? 1 2 3 4

Briefly explain your educational background Associates of Science in Business (2013);
extensive technical certifications, Project Management training and coursework

Are you an owner or officer in any business or corporation? Yes No

If yes, please list the name and activity of the business or corporation: I am the sole owner of Halcyon
Restoration LLC, a residential/commercial renovations and cleaning company.

Please explain any previous experience with State or Local Government: None.

Briefly explain why you seek this appointment: I am a proud transplant to Putnam County! As a lifelong
Christian, conservative, wife, mother and civil servant, I feel I would make an excellent servant leader
and tireless advocate for the residents of Putnam County with mental disabilities. I have experience
managing initiatives, building consensus, and possess strong communication skills. (See attached).

If appointed, I agree to serve.

Signature

15 May 2020
Application Date

*This application should be submitted to the Putnam County Board of Commissioners. Any additional information may be included on a separate page.

FELICIA L. HARRISON-HILL

301 Port Laz Lane - Eatonton, Georgia 31024

Desired Appointment:
Oconee Community Service Board (Putnam Member)**For Your Consideration**

My name is Lisa Harrison-Hill and I am a recent, yet proud, transplant to Putnam County! Originally from Warner Robins, Georgia, I moved into Lake Country as a result of marriage. I am a lifelong Christian, conservative, wife, mother and civil servant with the Department of Defense. I feel I would be an excellent servant leader, representative, and tireless advocate for members of Putnam County with mental and developmental disabilities.

Community-Related Experience**Youth Mentor**Warner Robins, Georgia
2012-2018

Provided mentoring support for at-risk youth; advocate for mental health counseling and other community services for teens struggling with emotional and physical trauma; coordinated care with/for families, educational partners, and medical providers through first-line response and crisis care.

President, Parent-Teacher AssociationLindsay Elementary School (Title I School)
Warner Robins, Georgia
2011 - 2012

Established clear objectives and fundraising goals; conducted official financial transactions with approved institutions and vendors on behalf of PTA; collaborated with teachers and staff to coordinate needs of students within classroom; served as primary liaison between concerned parents and administration to help foster a positive learning environment; increased parental involvement by 200% (as indicated by attendance records of PTA meetings and volunteer support during event and fundraising efforts).

Successfully increased organizational coffers from less than \$700 to well over \$3,000.00 at conclusion of my term; maintained historical file of all PTO authorized correspondence and meeting minutes; purchased/donated (on behalf of the PTA) new, much needed audio equipment to school for use during programs, special events, and other official activities.

Adhered to all school and district policies while in official capacity; maintained professionalism in response to challenging situations.

Volunteer/Teacher, Preschool MinistryFirst Baptist Church Atlanta
2009-2010

31 MAY '20 CM

Planned the weekly Bible study for toddlers and preschoolers; lead instruction, activities, games, and crafts for Sunday morning and Wednesday evening services; assisted with the electronic arrival and dismissal process to ensure safety of children and classroom.

Professional Overview

Passionate, community-minded servant leader experienced in strategic planning and managing large-scale initiatives, with the proven ability to collaborate within a multidisciplinary group (Federal government). I possess strong communication skills as well as the ability to build consensus, with management experience and increased level of responsibility.

Current Professional Experience

Information Systems Engineer
Department of Defense
Robins Air Force Base, Georgia

14 January 2001 – Present

Manage cybersecurity risk throughout the Distributed Common Ground System (DCGS) weapons system on classified and UNCLASS intelligence networks; provide direct support to Lead Cybersecurity Engineer; responsible for project management of the DCGS cybersecurity Assessment and Authorization (A&A) program; analyze existing systems and develop/review plans and policies to support mission activities; manage Cybersecurity tasks and provide recommendations/input to senior leadership; support monthly program managers meeting and organizational standard verification process in order to monitor compliance for active/inactive projects.

Educational Background

Associates of Science in Business, Concentration in Logistics Management, 2013
Trident University International
Cypress, California

Concentrations: Supply Chain Management, Logistics Management, Organizational Management

Relevant Professional Licenses and Certifications
Project Management in Government Organizations, 2019
Active Top Secret Clearance

File Attachments for Item:

10. Approval of Corporate Health Partners Client Services Agreement-Third Extended Service Term (staff-CM)



Exhibit A to the Client Services Agreement
 Third Extended Service Term per Section 4 of Client Services Agreement

Client Signature: _____ Date: _____

CHP Signature: _____ Date: _____

Client Name: Putnam County

Service Term: From: July 1, 2020 To: June 30, 2021

Participant/Locations Count:

Location: Putnam County, GA Eligible Employees: 140

Total Eligible Employees: 140

Pricing & Payment Terms:

Primary Services:

Item	Billing Criteria	Eligible Employee Count	Price per Eligible Employee per Month (PEPM)	Price per Eligible Employee per Year (PEPY)	Annual Fee	20% due at Agreement Signing (no later than 6-15-20)	Monthly Recurring Payments (11 equal installments) beginning 8-1-20)
Prima Program	PEPY Eligible Employees	140	\$33.00	\$396.00	\$55,440.00	\$11,088.00	\$4,032.00
Management Fee	NA	NA	NA	NA	\$2,500.00	\$500.00	\$181.82
Healthy Break - Snack & Incentive Budget	NA	NA	NA	NA	\$1,200.00	\$240.00	\$87.27
					\$57,940.00	\$11,588.00	\$4,213.82

Optional Services:

Item	Fees	Initialed By Client if option is selected
Screening & Results Coaching for Spouses	One-Time Fee of \$109.00 per participating spouse	
Live Better Feel Better Weight Loss Program (12 sessions)	\$1,250.00 (Maximum class size of 15)*	
Tobacco Cessation Program (8 sessions)	\$1,000.00 (Maximum class size of 15)*	

* These prices will be applied for all groups not included in list of services below. If Client and CHP mutually agree to allow additional participants per group, there will be a materials charge of \$40.00 for each additional participant

To the extent the client chooses to engage new employees during the year, they will be charged the following pro-rated percentage of the PEPY:

1st Quarter of the Program	100%
2nd Quarter of the Program	75%
3rd Quarter of the Program	50%
4th Quarter of the Program	Not eligible

Services Included:

- ✓ **Participant Web Portal** – Robust, high-tech portal available via computer or mobile devices. Specific features include:

<i>Personalized with client logo</i>	<i>Individual goal setting and tracking</i>
<i>Online education</i>	<i>Steps synced with participant tracker device</i>
<i>Social/Peer support</i>	<i>Online Health Risk Assessment</i>
<i>Online challenges</i>	<i>Appointment reminders</i>
<i>Individual Risk Assessment Report</i>	<i>Program compliance tracking (points)</i>
<i>Online scheduling of health screening</i>	

- ✓ **Review & Planning Session** – CHP Team meets with Client to familiarize themselves with company culture, determine best locations, dates, and times for screenings and results coaching, discuss communication of the program to employees (kick-off meetings), schedule additional meetings with department heads if necessary, discuss time-line and other aspects of the program (healthy breaks, wellness committee, etc.)
- ✓ **Online Wellness Assessment/Health Risk Assessment** - A census of client employees is imported into our web portal and assigned a unique Member ID to complete and access their Wellness Assessment/HRA
- ✓ **Biometric Screening** – CHP Screening Team collects body measurements (height, weight, waist circumference, % body fat, and blood pressure) and blood draw (Total Cholesterol, HDL, LDL, Triglycerides, and fasting glucose or A1C). CHP staff will confirm that all paperwork and the Wellness Assessment/HRA have been completed and schedule their follow up appointment with the CHP Health Coach to review their results. There is generally no more than one onsite health screening event per 50 employees.
- ✓ **Individual Risk Assessment Report** – A comprehensive report of the participant’s overall health will be available for review on the web portal within five business days of the screening.
- ✓ **Monthly Progress Report** – provided by the CHP Program Manager, this report provides the client with updates on key initiatives, past accomplishments, calendar of events, coaching metrics, participant success stories, etc.
- ✓ **Aggregate Management Report** – After completion of the screening process, a comprehensive Health Management Aggregate Report and an Executive Summary will be presented to the client. This report will contain valuable information including the number of employees who are in a chronic disease state or at risk for future chronic disease.
- ✓ **Incentive Management** – The CHP Program Manager along with the internal CHP support team will track and report on participant compliance and provide Client with timely and accurate information for related payroll adjustments or account contributions.
- ✓ **Cohort Report** – Beginning with the second program year (following the second screening) and every year thereafter, CHP will prepare and present a comprehensive Cohort Report that will provide a comparison of risk levels and risk factors for those employees that participated in each of the screenings for each of the program years.
- ✓ **30 minute one-on-one Results Coaching Session with CHP Health Coach** – Participants will be scheduled post-screening for a session with a CHP Health Coach to review in detail and answer any questions they may have regarding their health risk report. Participants will also work out health goals with action plans and discuss how to overcome obstacles.
- ✓ **Ongoing 15 minute one-on-one Follow-Up Coaching Sessions with CHP Health Coach** – In Follow-Up Coaching Sessions, the CHP Health Coach reviews progress, addresses barriers, and revises the individual’s plan and goals. The frequency of coaching sessions is based on the risk level of each participant. While we can modify frequency to the needs of the Client, we recommend the following:
 - High Risk: Monthly
 - Moderate Risk: Bi-Monthly
 - Low Risk: Annually
- ✓ **Culture Building** – The CHP Program Manager will provide consultation, activities, and a road map for building a supportive culture in the workplace for the wellness program. This will include aspects such as creating a wellness team, conducting challenges (gamification) and education sessions (Healthy Breaks and/or Lunch & Learns), establishing a communication plan, consultation on incentive plans and recognition, and other culture-building activities.
- ✓ **Incentives Pass-Through** – Included in the price above is \$1,200.00 in incentive money to be used at Client’s discretion on awards, healthy break snacks, etc. For convenience sake, CHP will procure the various awards and snacks, but all tax related reporting and liabilities are the responsibility of the Client.
- ✓ **Weekly Meal Plan** – A simple, nutritious weekly dinner meal plan suitable for the whole family and developed by a registered dietician to make healthy eating easy. Includes links to 5 healthy recipes with suggested side items and a grocery list.
- ✓ **Health Newsletter** – Monthly Electronic Newsletter with hand-picked articles and features designed to help individuals live a healthy and active life.

File Attachments for Item:

11. Approval of Second Purchase of Triple Combination Pumper under Solicitation 20-35001-001 (staff-CM/Fire)



Chief Thomas McClain
Putnam County Fire-Rescue
117 Putnam Drive
Suite A, Room 138
Eatonton Georgia 31024

T (706) 485-0469
F (706) 485-9793
tmcclain@putnamcountyga.us

May 29, 2020

RE: Replacement Fire Apparatus Purchase

Putnam County Fire Rescue is in need of a replacement fire engine. This apparatus would be purchased using SPLOST 9 funding. The purchase would be made from the recent sealed bid process used to purchase a Triple Combination Pumper. The manufacturer would honor the previously quoted price.

2020 Pierce Saber Custom Chassis Rescue Pumper \$498,800.00
Fully equipped and ready for service per specification.
Ten-8
1591 Collier Rd.
Forsyth Ga. 31029

This apparatus purchase would be consistent with the fire department ten-year apparatus replacement plan. We would like to purchase a 2020 Pierce Saber Custom Chassis Rescue Pumper using SPLOST 9 funds. The purchase would be made through Ten-8 fire equipment for the total purchase price of \$498,800.00.

Thank you for your consideration of this request,
T. McClain
Fire Chief
Putnam County Fire Rescue

File Attachments for Item:

12. Discussion and possible action on Construction Management Agreement and Plans for the Relocation of Offices for Board of Elections & Registration (staff-CM)



ConsensusDocs 500 STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)



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ConsensusDocs 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

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ARTICLE 1 AGREEMENT

Job Number: [_____] Account Code: [_____]

This Agreement is made this 5th day of May in the year 2020, by and between the

OWNER, Putnam County Board of Commissioners
117 Putnam Dr.
Eatonton, GA

and the

CONSTRUCTION MANAGER, Renfroe Construction Company, LLC.
4611 Ivey Dr
Suite 400
Macon, GA 31206

Tax identification number (TIN) 58-2522573
Contractor License No., if applicable GCCO001551

for construction and services in connection with the following

PROJECT Putnam County Board of Elections
117 Putnam Dr
Eatonton, GA



Design Professional is Fordham & Company.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Part any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: Schedule of the Work, 5 pages.

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.



2.5.4 The “Contract Documents” consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 “Contract Time” is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 “Cost of the Work” means the costs and discounts specified in ARTICLE 8.

2.5.7 The “Construction Manager” is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 “Date of Commencement” is as set forth in §6.1.

2.5.9 “Day” means a calendar day.

2.5.10 “Defective Work” is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 “Design Professional” means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 “Final Completion” occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 “Hazardous Material” is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.14 “Interim Directive” is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.15 “Law” means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.16 “Others” means Owner’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.17 “Overhead” means (a) payroll costs, burden, and other compensation of Construction Manager’s employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.18 “Owner” is the person or entity identified in ARTICLE 1.



2.5.19 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.20 The "Parties" are collectively Owner and Construction Manager.

2.5.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.22 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.23 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.26 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.28 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.29 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES



3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is Jimmy Melton. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.3.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for



procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.



3.3.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;



3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a statement of any work to be self-performed by Construction Manager.

3.4.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.4.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.



3.4.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.



3.7.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.7.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner.



Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.10.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If before Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give



Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.11.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.



3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.13.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.



3.15.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS



3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 Construction Manager shall prepare and submit to Owner

- Final marked-up as-built drawings;
- Updated electronic data, in accordance with §4.6.1;
- Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.18 WORKSITE CONDITIONS



3.18.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.19.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.



3.21.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.22 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.24 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;



4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Paul VanHaute. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may



seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: The Date of Commencement shall be established in a Notice of Commencement.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final



Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.



6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date shall not apply.

6.6.2 FINAL COMPLETION Liquidated damages based on the Final Completion date shall not apply.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: [_____].

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and



7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4.

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: \$89,000.00.

7.4 FEE ADJUSTMENTS:

7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: As described in ARTICLE 9.

7.4.2 except as provided for in §6.36.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: \$5,000.00.

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office in the management directly related to this project.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.



8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.11 Permits, fees, licenses, tests, royalties.

8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.

8.2.13 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Water, power, and fuel costs necessary for the Work.

8.2.15 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.16 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.17 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.18 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.



ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive,



such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus 10% for Overhead and 10% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than ten percent (10%). Overhead and profit shall be applied to any net decrease of the GMP that is ten percent (10%) or more.

9.3.1.4 If there is a net increase in the GMP, Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written



order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the [_____] (25th) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain [_____] percent (10%), of the amount otherwise due after deduction of any amounts as



provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and shall pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.



10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT



10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS



11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

- 11.2.1.1 Employers' Liability Insurance
 - (a) \$1,000,000 bodily injury by accident per accident.
 - (b) \$1,000,000 bodily injury by disease policy limit.
 - (c) \$1,000,000 bodily injury by disease per employee.
- 11.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.
- 11.2.1.3 Commercial General Liability Insurance
 - (a) \$1,000,000 per occurrence.
 - (b) \$2,000,000 general aggregate.



- (c) \$2,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, excluding existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and



11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager is/ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: [_____] per occurrence, and shall apply for [_____] year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants,



contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner shall/ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds are/ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE



12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but



only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: \$50,000.00.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE



12.5.1 Seven (7) Days after Owner’s receipt of written notice from Owner, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager’s reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.



13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

- Project Neutral ("Neutral")
- Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

- Arbitration using:
 - the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
 - the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
 - the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the



arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to



exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

Drawings:

A-1 Site Plan dated 4-2-20

A-2 Floor Plan dated 4-2-20

A-3 Door & Finish Schedule dated 4-2-20

A-4 Interior Elevations & Details date 4-2-20

A-5 Reflected Ceiling Plan dated 4-2-20

A-6 Sections & Details dated 4-2-20

A-7 Exterior Elevations & Sections dated 4-2-20

P-1 Plumbing Specifications & Details dated 3-12-20

P-2 Fire Protection Specifications dated 3-12-20

P-3 Plumbing Sewer Plan dated 3-12-20

P-4 Plumbing Plan – Water dated 3-12-20

M-1 HVAC Floor Plan dated 2-24-20

E-1 Electrical Specifications dated 2-24-20

E-2 Lighting Floor Plan dated 2-24-20

E-3 Power & Systems Floor Plan dated 2-24-20

Addendum #1 dated 4-30-20 Revised Toilets Partial plan



15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner’s clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

OWNER: Putnam County Board of Commissioners

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: Renfroe Construction Company, LLC.

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.



Renfroe Construction Company, LLC.

4611 Ivey Dr. Suite 400
Macon, GA 31206
478-471-9110
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www.renfroconstruction.com



May 5, 2020

Putnam County Board of Elections

Exhibit "A" Schedule of the Work

RENFROE CONSTRUCTION CO., LLC. (CONTRACTOR) is pleased to offer the following GMP to furnish all labor, material, equipment and services required to perform the construction services listed herein below and as shown on documents listed in exhibit "A".

SCOPE OF WORK

Unless otherwise noted, the intent of this contract is to cover all costs to the Owner for a complete building project as shown on your construction drawings, including a General Liability Policy, statutory workman's compensation and unemployment insurance, job supervision, 100% Payment & Performance bonds, and such other work as may be listed hereinafter as being included.

DEMOLITION

- Selective demolition of exterior walls for new openings.
- Selective demolition of concrete floor and patch same.

SITE

- Clear site of all vegetation and haul off.
- Grading as required for new asphalt paving.
- Asphalt paving for expanded parking area.
- Striping of parking lines
- Landscaping per plans

We have assumed that the existing soil and rock structural integrity are adequate to support the proposed structure and have a Bearing capacity of 2000 P.S.F. If unsuitable soils or rocks are encountered, all costs associated with any remedial action required for removal and or replacement of these items shall be an additional expense the contract amount.

CONCRETE

- Place all foundation, footing, piers, walks and floor slabs using 3000 psi concrete.
- Concrete cap for vault area with fiber reinforcing.

MASONRY

- 8" block walls for vault area reinforced as shown
- Brick columns & pilasters at new entry
- Cast stone bases and capitals for columns and pilasters

STRUCTURAL METALS

- Supply and install bar joists and deck for vault area in accordance with plans.

MISCELLANEOUS METALS

- Block and brick lintels at new openings

CARPENTRY

- Necessary wood blocking for accessories and specialty items.

Plastic laminate cabinets and countertops as shown.
Wood cabinets and granite tops as shown
Wood framing at new entry as required per plans.
Wood trusses.

INSULATION

Install banded system fiberglass blanket insulation between existing joists.
Unfaced and faced layers to equal R-30
VRR facing on exposed layer.

ROOFING

Architectural shingles at new entry
Metal flashings as required

GLASS, GLAZING, DOORS AND HARDWARE

All glass and glazing to be as per the plans with bronze aluminum and bronze glass, tempered as required to meet code.
All interior doors and frames as shown on plans. Hollow metal frames and solid core wood doors prefinished.
Door hardware per shedule

FINISHES

EIFS at new entry
Metal stud framing and drywall per plans & details
All restroom walls and walls between conditioned space and non-conditioned space to be insulated with 3-1/2" insulation.
Flooring per plans based on allowances provided.
Ceilings to be 2' x 2' acoustical tile, with white grid, white "DUNE" tile.

PAINTING

All drywall to receive one coat of primer and two coats of latex.

All exposed masonry walls to receive one coat of block primer and two finish coats.

SPECIALTIES

Restrooms to include all toilet paper dispensers, grab bars, mirrors, and bath partitions per plans.

PLUMBING

Per plans

Water cost during construction by Owner.

FIRE SPRINKLERS

Fire sprinklers to be installed in accordance with NFPA 13 for normal hazard design criteria.

2ea 10-lb. ABC fire extinguisher.

HEAT, VENTILATION AND AIR CONDITIONING

Per plans

ELECTRICAL

Per plans.

Telephone, computer and all low voltage equipment wiring by Owner.

Security system by Owner.

GENERAL CONDITIONS

The Owner shall provide to Contractor a completed engineered site plan, approvable by the Building Department, to be included in the building permit set.

The Owner shall provide information necessary to secure a building permit including the legal description of the property, a current boundary, topographic, and tree survey, the precise location of the property corners and approval of exact location of the building on

the site, during construction, and a final as-built survey if required.

The Owner shall pay the cost of all environmental testing for hazardous materials. Should any asbestos or the design, permitting or other hazardous materials be discovered during the course of construction, it shall be the Owner's responsibility to contract for and pay, for all removal and disposal (abatement) of said asbestos or hazardous materials.

All salvageable and surplus materials shall be the property of the Contractor.

All impact fees, permit fees, water meter fees, water tap fees, sewer fees, drainage fees, and site review fees, if required, shall be paid by the Owner.

Should Contractor order and pay for any or all of the above general conditions fees or services set forth to provide and/or paid for by the owner, Contractor shall be reimbursed the cost or the fee or service plus a fee of twenty percent and paid in accordance with the payment terms of this contract.

Any items of work or service not specifically described herein or shown on the preliminary drawings to be included are herewith excluded from this proposal and Contractor assumes no responsibility for their performance.



ConsensusDocs® 500.1
AMENDMENT NO. 1 TO CONSENSUSDOCS 500 STANDARD AGREEMENT AND GENERAL
CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER
(GMP with Option for Preconstruction Services)

GENERAL INSTRUCTIONS. These instructions are solely for the information and convenience of ConsensusDocs users, and are not a part of the document. Gray boxes indicate where you should click and type in your project information. The yellow shading is a Word default function that displays editable text and is not necessary for document completion. Shading can be turned off by going to the Review tab, select “Restrict Editing” button and uncheck “Highlight the regions I can edit”. In Word 2003 you will find this option under the Tools tab, Options, Security tab, Protect Document button.

EMBEDDED INSTRUCTIONS are provided to help you complete the document. To display or hide instructions select the “¶” button under the “Home” tab to show all formatting marks. Instruction boxes are color coded as follows:

- Red Boxes:** Instructions for fields that are typically required to complete contract.
- Blue Boxes:** Instructions for fields that may or may not be required for a complete contract.
- Green Boxes:** Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

ENDORSEMENT. This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. **CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE.** For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 300, Arlington, VA 22201, 866-925-DOCS (3627), support@consensusdocs.org or www.ConsensusDocs.org.



AMENDMENT NO. 1 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

Dated May 5, 2020.

Pursuant to Section 3.4 of the Agreement dated May 5, 2020 between the Owner, Putnam County Board of Commissioners and the Construction Manager, Renfro Construction Company, LLC. for Putnam County Board of Elections (the Project), the Owner and the Construction Manager desire to establish a Guaranteed Maximum Price (“GMP”) for the Work. Therefore, the Owner and the Construction Manager agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Construction Manager's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Construction Manager's Fee as set forth in Section 7.3, is [_____] Dollars (\$700,000.00).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A Drawings and Specifications, including Addenda, if any, and information furnished by the Owner under Section 4.3, dated May 5, 2020, 1 pages.

EXHIBIT B Allowance Items, dated May 5, 2020, 1 pages.

EXHIBIT C Assumptions and Clarifications on which the GMP is based, dated May 5, 2020, 5 pages.

EXHIBIT D A statement of any work to be self-performed by the Construction Manager, dated May 5, 2020 1 pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is 180 Days from Notice of Commencement.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: [_____] or within [_____] (15) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.



This Amendment is entered into as of [_____].

WITNESS: _____

OWNER: Putnam County Board of Commissioners

BY: _____

PRINT NAME [_____] PRINT TITLE [_____]

WITNESS: _____

CONSTRUCTION MANAGER: Renfroe Construction Co., LLC.

BY: _____

PRINT NAME Jimmy Melton PRINT TITLE President

END OF DOCUMENT.



Renfroe Construction Company, LLC.

4611 Ivey Dr. Suite 400

Macon, GA 31206

478-471-9110

Fax 478-471-7295

www.renfroeconstruction.com



May 5, 2020

Putnam County Board of Elections

Exhibit "A" Drawings

A-1 Site Plan dated 4-2-20

A-2 Floor Plan dated 4-2-20

A-3 Door & Finish Schedule dated 4-2-20

A-4 Interior Elevations & Details date 4-2-20

A-5 Reflected Ceiling Plan dated 4-2-20

A-6 Sections & Details dated 4-2-20

A-7 Exterior Elevations & Sections dated 4-2-20

P-1 Plumbing Specifications & Details dated 3-12-20

P-2 Fire Protection Specifications dated 3-12-20

P-3 Plumbing Sewer Plan dated 3-12-20

P-4 Plumbing Plan – Water dated 3-12-20

M-1 HVAC Floor Plan dated 2-24-20

E-1 Electrical Specifications dated 2-24-20

E-2 Lighting Floor Plan dated 2-24-20

E-3 Power & Systems Floor Plan dated 2-24-20

Addendum #1 dated 4-30-20 Revised Toilets Partial plan

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May 5, 2020

Putnam County Board of Elections

Exhibit "B" Allowances

1. An allowance for an Owner's Contingency is included in the amount of \$50,000.00
2. An allowance for Contractor's Contingency is included in the amount of \$10,000.00
3. Fire Alarm Allowance \$3,250.00
4. Brick Allowance \$750.00 per thousand
5. Mortar Allowance \$2.00/ bag
6. Carpet Allowance \$25.00/SY
7. Ceramic Tile Allowance \$10.00/SF

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May 5, 2020

Putnam County Board of Elections

Exhibit "C" Assumptions & Clarifications

RENFROE CONSTRUCTION CO., LLC. (CONTRACTOR) is pleased to offer the following GMP to furnish all labor, material, equipment and services required to perform the construction services listed herein below and as shown on documents listed in exhibit "A".

SCOPE OF WORK

Unless otherwise noted, the intent of this contract is to cover all costs to the Owner for a complete building project as shown on your construction drawings, including a General Liability Policy, statutory workman's compensation and unemployment insurance, job supervision, 100% Payment & Performance bonds, and such other work as may be listed hereinafter as being included.

DEMOLITION

- Selective demolition of exterior walls for new openings.
- Selective demolition of concrete floor and patch same.

SITE

- Clear site of all vegetation and haul off.
- Grading as required for new asphalt paving.
- Asphalt paving for expanded parking area.
- Striping of parking lines
- Landscaping per plans

We have assumed that the existing soil and rock structural integrity are adequate to support the proposed structure and have a Bearing capacity of 2000 P.S.F. If unsuitable soils or rocks are encountered, all costs associated with any remedial action required for removal and or replacement of these items shall be an additional expense the contract amount.

CONCRETE

- Place all foundation, footing, piers, walks and floor slabs using 3000 psi concrete.
- Concrete cap for vault area with fiber reinforcing.

MASONRY

- 8” block walls for vault area reinforced as shown
- Brick columns & pilasters at new entry
- Cast stone bases and capitals for columns and pilasters

STRUCTURAL METALS

- Supply and install bar joists and deck for vault area in accordance with plans.

MISCELLANEOUS METALS

- Block and brick lintels at new openings

CARPENTRY

- Necessary wood blocking for accessories and specialty items.

Plastic laminate cabinets and countertops as shown.
Wood cabinets and granite tops as shown
Wood framing at new entry as required per plans.
Wood trusses.

INSULATION

Install banded system fiberglass blanket insulation between existing joists.
Unfaced and faced layers to equal R-30
VRR facing on exposed layer.

ROOFING

Architectural shingles at new entry
Metal flashings as required

GLASS, GLAZING, DOORS AND HARDWARE

All glass and glazing to be as per the plans with bronze aluminum and bronze glass, tempered as required to meet code.
All interior doors and frames as shown on plans. Hollow metal frames and solid core wood doors prefinished.
Door hardware per shedule

FINISHES

EIFS at new entry
Metal stud framing and drywall per plans & details
All restroom walls and walls between conditioned space and non-conditioned space to be insulated with 3-1/2" insulation.
Flooring per plans based on allowances provided.
Ceilings to be 2' x 2' acoustical tile, with white grid, white "DUNE" tile.

PAINTING

All drywall to receive one coat of primer and two coats of latex.

All exposed masonry walls to receive one coat of block primer and two finish coats.

SPECIALTIES

Restrooms to include all toilet paper dispensers, grab bars, mirrors, and bath partitions per plans.

PLUMBING

Per plans

Water cost during construction by Owner.

FIRE SPRINKLERS

Fire sprinklers to be installed in accordance with NFPA 13 for normal hazard design criteria.

2ea 10-lb. ABC fire extinguisher.

HEAT, VENTILATION AND AIR CONDITIONING

Per plans

ELECTRICAL

Per plans.

Telephone, computer and all low voltage equipment wiring by Owner.

Security system by Owner.

GENERAL CONDITIONS

The Owner shall provide to Contractor a completed engineered site plan, approvable by the Building Department, to be included in the building permit set.

The Owner shall provide information necessary to secure a building permit including the legal description of the property, a current boundary, topographic, and tree survey, the precise location of the property corners and approval of exact location of the building on

the site, during construction, and a final as-built survey if required.

The Owner shall pay the cost of all environmental testing for hazardous materials. Should any asbestos or the design, permitting or other hazardous materials be discovered during the course of construction, it shall be the Owner's responsibility to contract for and pay, for all removal and disposal (abatement) of said asbestos or hazardous materials.

All salvageable and surplus materials shall be the property of the Contractor.

All impact fees, permit fees, water meter fees, water tap fees, sewer fees, drainage fees, and site review fees, if required, shall be paid by the Owner.

Should Contractor order and pay for any or all of the above general conditions fees or services set forth to provide and/or paid for by the owner, Contractor shall be reimbursed the cost or the fee or service plus a fee of twenty percent and paid in accordance with the payment terms of this contract.

Any items of work or service not specifically described herein or shown on the preliminary drawings to be included are herewith excluded from this proposal and Contractor assumes no responsibility for their performance.

Renfro Construction Company, LLC.

4611 Ivey Dr. Suite 400
Macon, GA 31206
478-471-9110
Fax 478-471-7295
www.renfroconstruction.com



May 5, 2020

Putnam County Board of Elections

Exhibit "D" Work Self-Performed by Construction Manager

1. Concrete foundations
2. Slab on Deck
3. Demolition
4. Installation of Doors & Hardware
5. Installation of toilet partitions
6. Installation of toilet accessories
7. Installation of wood blocking
8. Installation of fire extinguishers

99

NEW OFFICE FACILITIES FOR THE PUTNAM COUNTY BOARD OF ELECTIONS EATONTON GA.

INDEX OF DRAWINGS

- A-1 SITE PLAN
- A-2 FLOOR PLAN
- A-3 DOOR & FINISH SCHEDULE
- A-4 INTERIOR ELEVATIONS AND DETAILS
- A-5 REFLECTED CEILING PLAN
- A-6 SECTIONS AND DETAILS
- A-7 EXTERIOR ELEVATIONS AND SECTIONS
- P-1 PLUMBING SPECIFICATIONS AND DETAILS
- P-2 FIRE PROTECTION SPECIFICATIONS
- P-3 PLUMBING SEWER PLAN
- P-4 PLUMBING PLAN - WATER
- M-1 HVAC FLOOR PLAN
- E-1 ELECTRICAL SPECIFICATIONS
- E-2 LIGHTING FLOOR PLAN
- E-3 POWER AND SYSTEMS FLOOR PLAN

BUILDING FEATURES

BUILDING DESCRIPTION: NEW ONE STORY BUILDING
AREA - THIS PHASE - BOARD OF ELECTIONS 4,689 S.F.

OCCUPANT LOAD: 75

CONSTRUCTION TYPE: (NFPA 101) TYPE II (0,0,0)

FIRE PROTECTION: SPRINKLED PER NFPA-13

OCCUPANCY TYPE: BUSINESS - B

EXITS PER FLOOR: 3

APPLICABLE CODES

BUILDING:
2018 INTERNATIONAL BUILDING CODE
WITH GEORGIA AMENDMENTS

PLUMBING:
2018 INTERNATIONAL PLUMBING CODE
WITH GEORGIA AMENDMENTS INCLUDING
903 "VENT TERMINALS"

MECHANICAL:
2018 INTERNATIONAL MECHANICAL CODE
WITH GEORGIA AMENDMENTS

ELECTRICAL:
2017 NATIONAL ELECTRICAL CODE
WITH GEORGIA AMENDMENTS

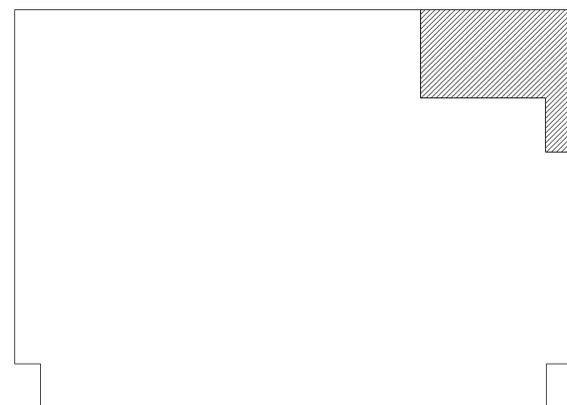
GAS:
2018 INTERNATIONAL FUEL GAS CODE
WITH GEORGIA AMENDMENTS

FIRE:
2018 INTERNATIONAL FIRE CODE
WITH GEORGIA AMENDMENTS

ENERGY:
2018 INTERNATIONAL ENERGY CONSERVATION CODE
WITH GEORGIA AMENDMENTS

LIFE SAFETY:
2018 NFPA 101 LIFE SAFETY CODE
WITH GEORGIA AMENDMENTS

HANDICAP:
2018 GEORGIA ACCESSIBILITY CODE

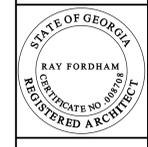


BUILDING KEY PLAN

FORDHAM
& COMPANY
RAY FORDHAM, ARCHITECT A.I.A.

102 ADMIRALTY WAY MILLEDGEVILLE, GA. 31061
PH. 478-454-2176 FAX 478-454-3450 E-MAIL rfordham@windstream.net

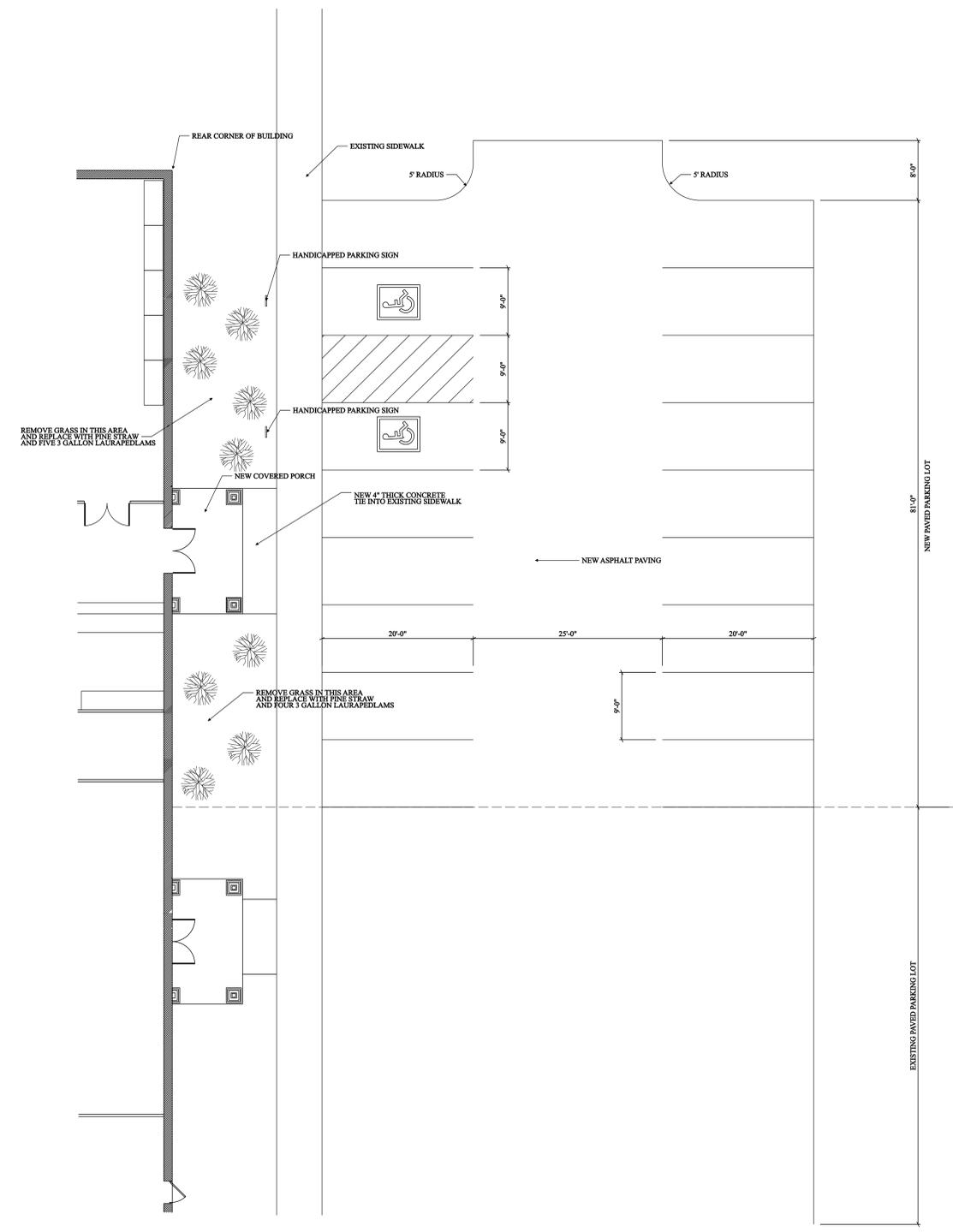
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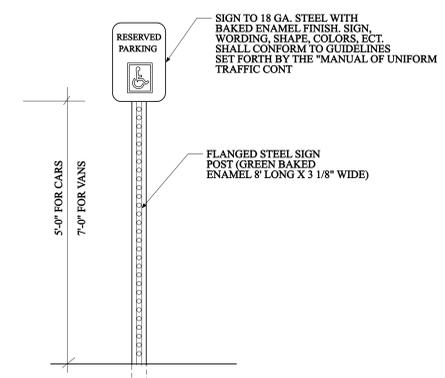
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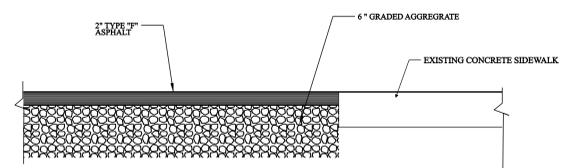
SHEET NO.
A-1



SITE PLAN SCALE 1/8" = 1'-0"



DETAIL 1/A-1 SCALE 3/4" = 1'-0"
 TYPICAL HANDICAPPED PARKING SIGN



DETAIL 1/A-1 SCALE 1 1/2" = 1'-0"
 LIGHT DUTY PAVING DETAIL

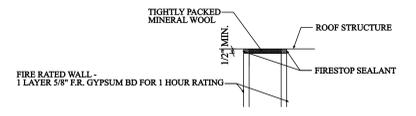
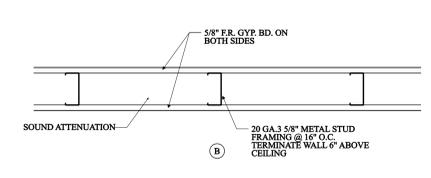
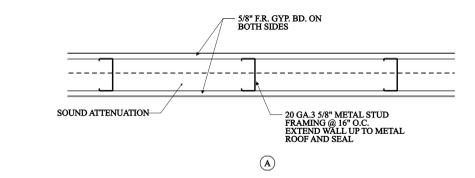
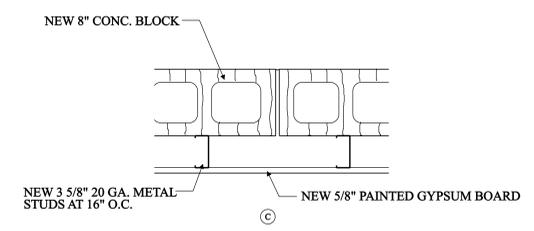
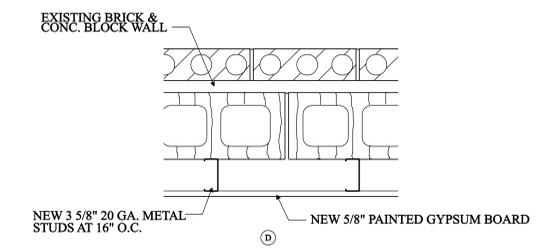
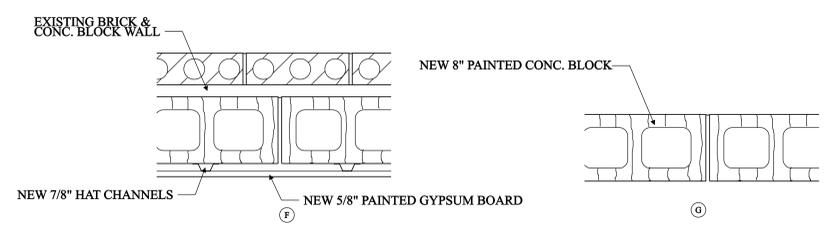
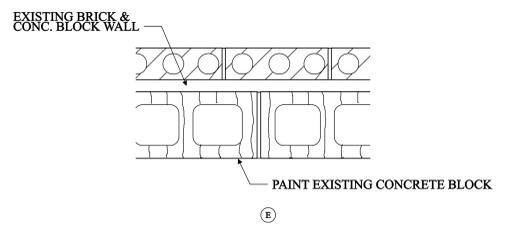
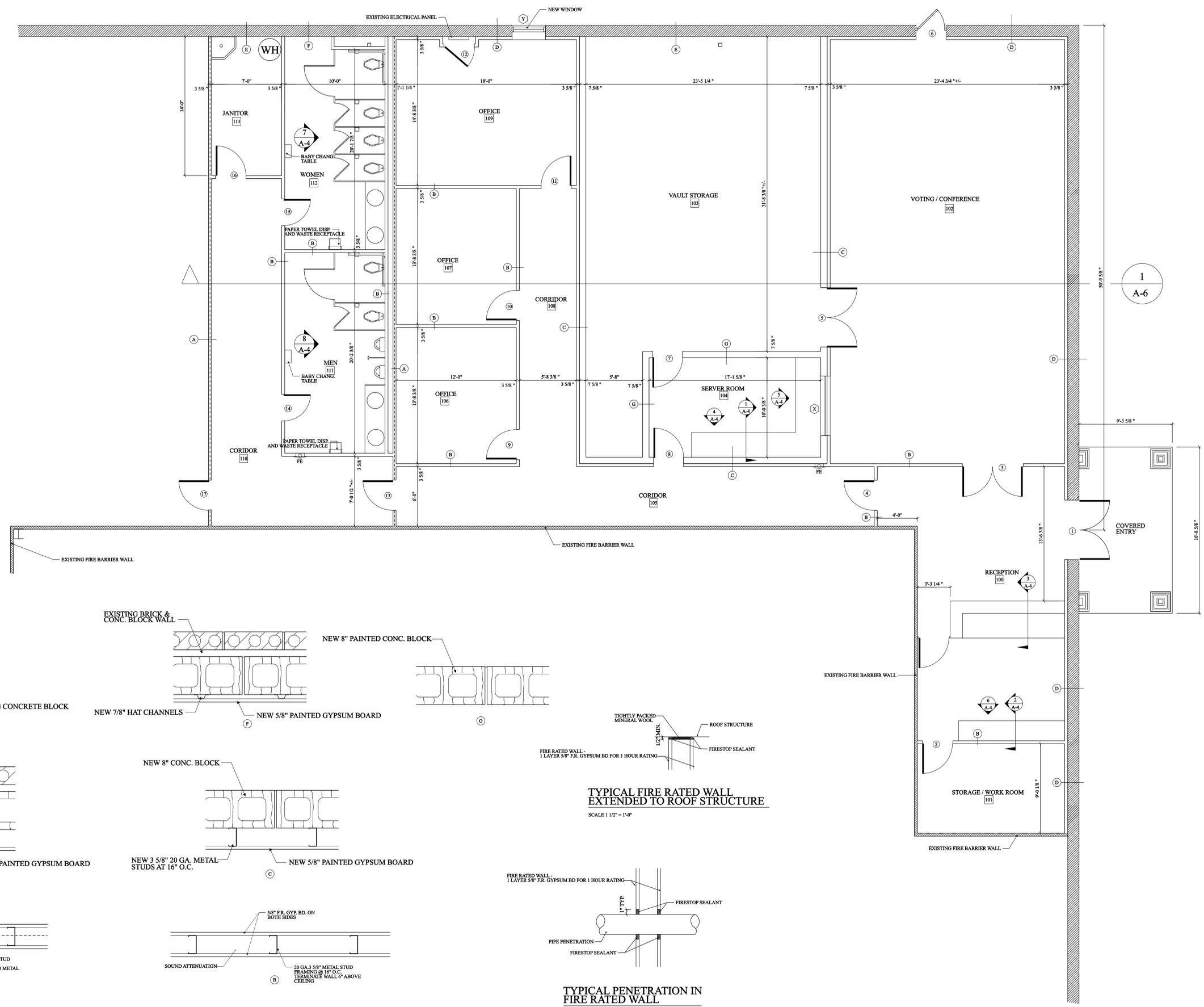
NEW OFFICE FACILITIES FOR
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 EATONTON, GA.

STATE OF GEORGIA
 RAY FORDHAM
 LICENSE NO. 00000
 REGISTERED ARCHITECT

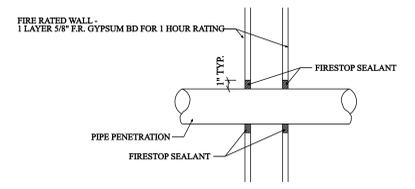
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DATE: 4-2-20

SHEET NO.
A-2



TYPICAL FIRE RATED WALL EXTENDED TO ROOF STRUCTURE
 SCALE 1 1/2" = 1'-0"



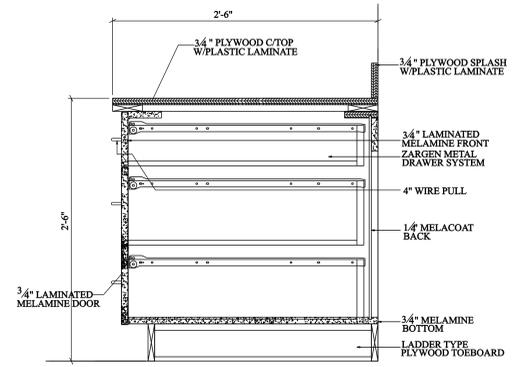
TYPICAL PENETRATION IN FIRE RATED WALL
 SCALE 1 1/2" = 1'-0"

WALL TYPES

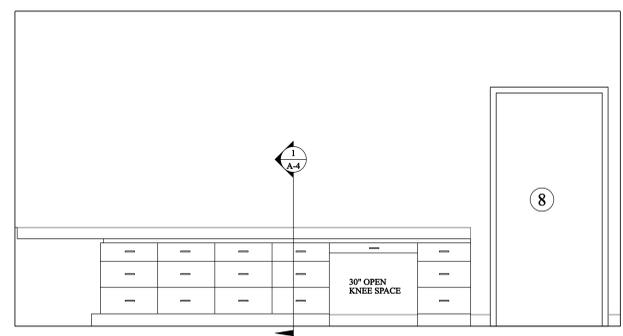
SCALE 1 1/2" = 1'-0"

FLOOR PLAN

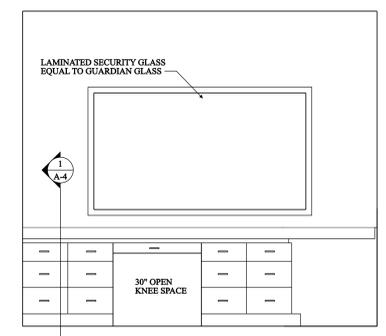
SCALE 1/4" = 1'-0"



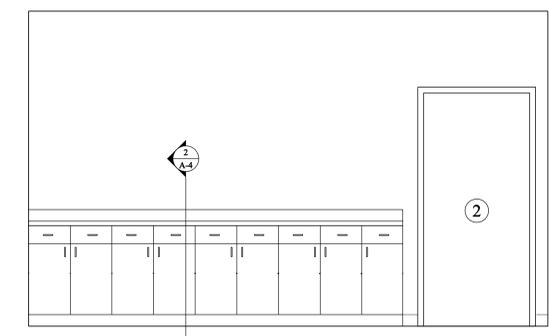
DETAIL 1
A-4 SCALE 1 1/2" = 1'-0"
TYP. BASE CABINET



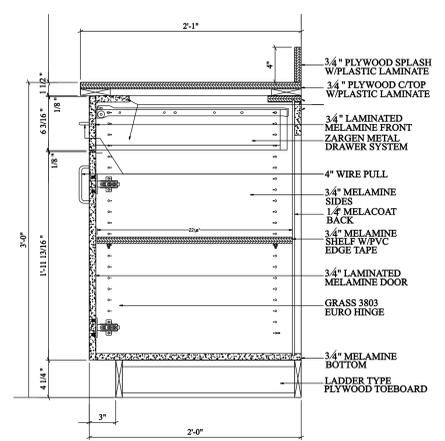
ELEVATION 4
A-4 SCALE 1/2" = 1'-0"



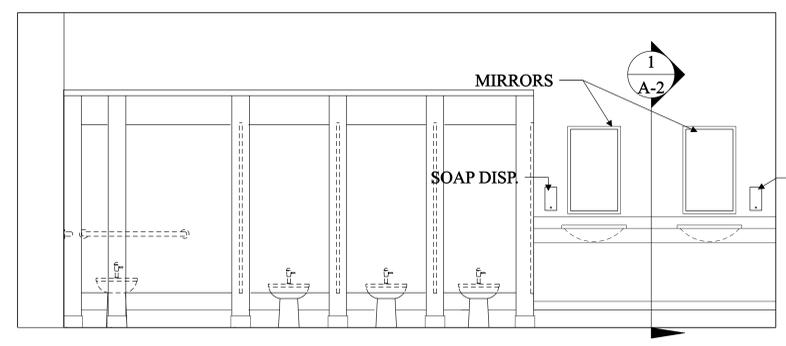
ELEVATION 5
A-4 SCALE 1/2" = 1'-0"



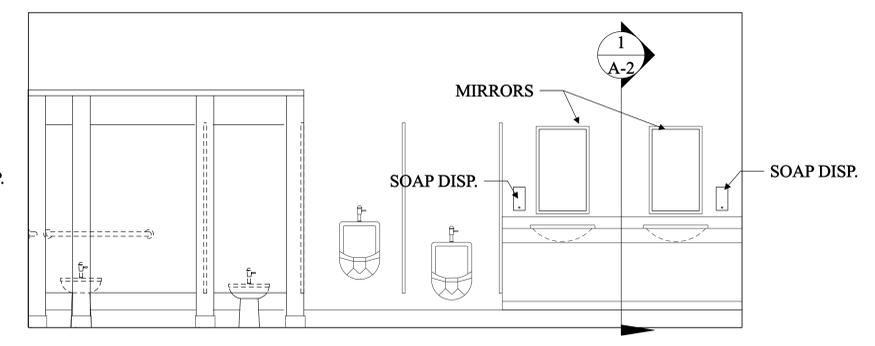
ELEVATION 6
A-4 SCALE 1/2" = 1'-0"



DETAIL 2
A-4 SCALE 1 1/2" = 1'-0"

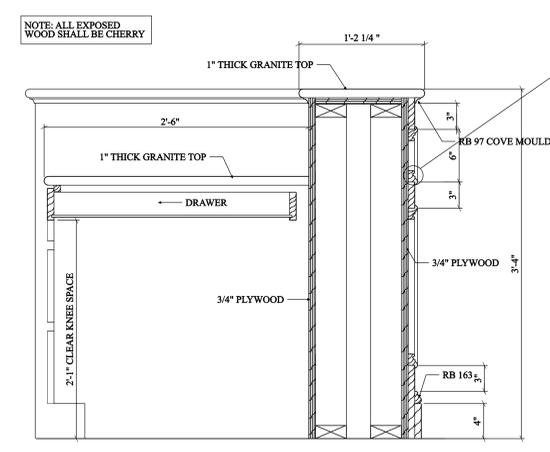


ELEVATION 7
A-4 SCALE 1/2" = 1'-0"

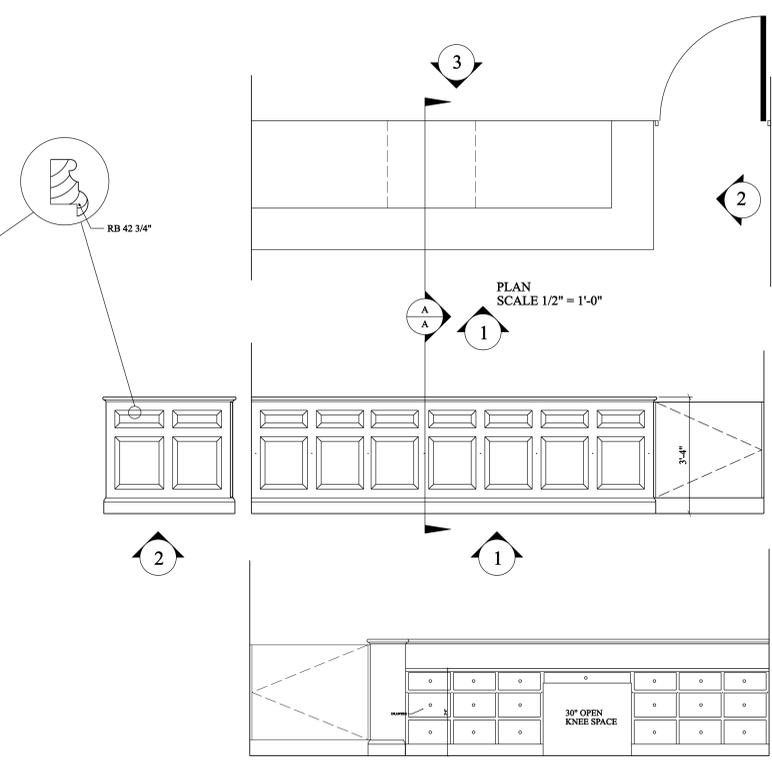


ELEVATION 8
A-4 SCALE 1/2" = 1'-0"

TOILET PARTITIONS SHALL BE OVERHEAD BRACED HIGH PRESSURE PLASTIC LAMINATE EQUAL TO ATLANTA SUNBELT PRODUCTS IN COLORS AS CHOSEN BY THE OWNER

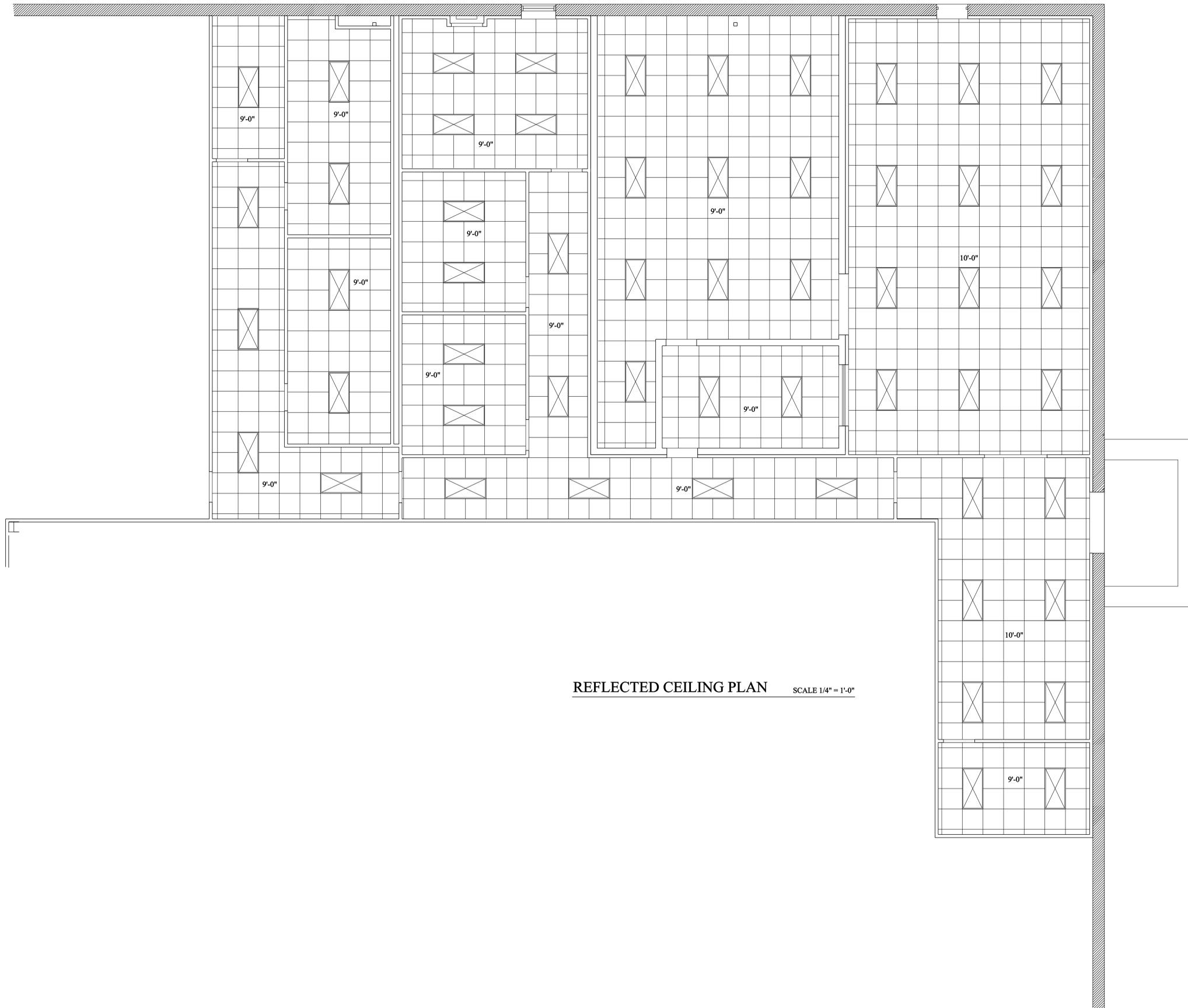


SECTION A-A
SCALE 1 1/2" = 1'-0"



DETAIL 3
A-4 SCALE AS SHOWN
RECEPTION DESK DETAILS

ELEVATIONS
SCALE 1/2" = 1'-0"



REFLECTED CEILING PLAN SCALE 1/4" = 1'-0"



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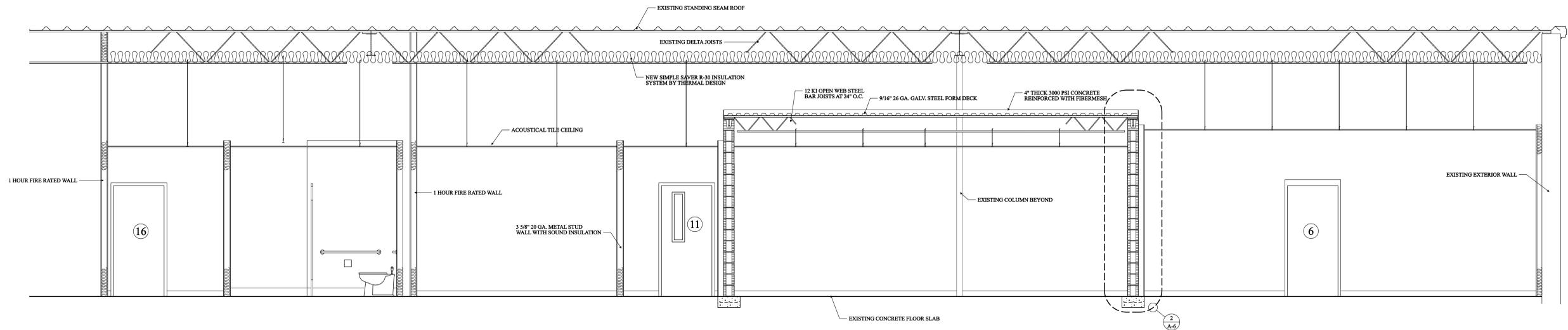
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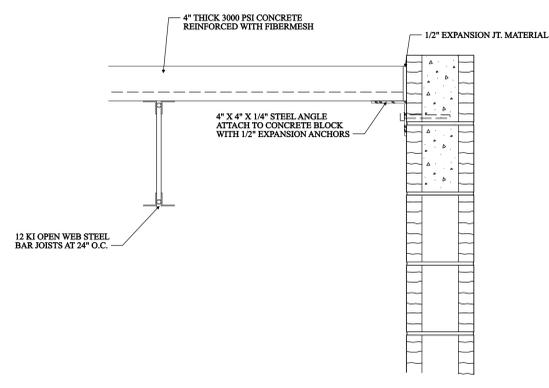
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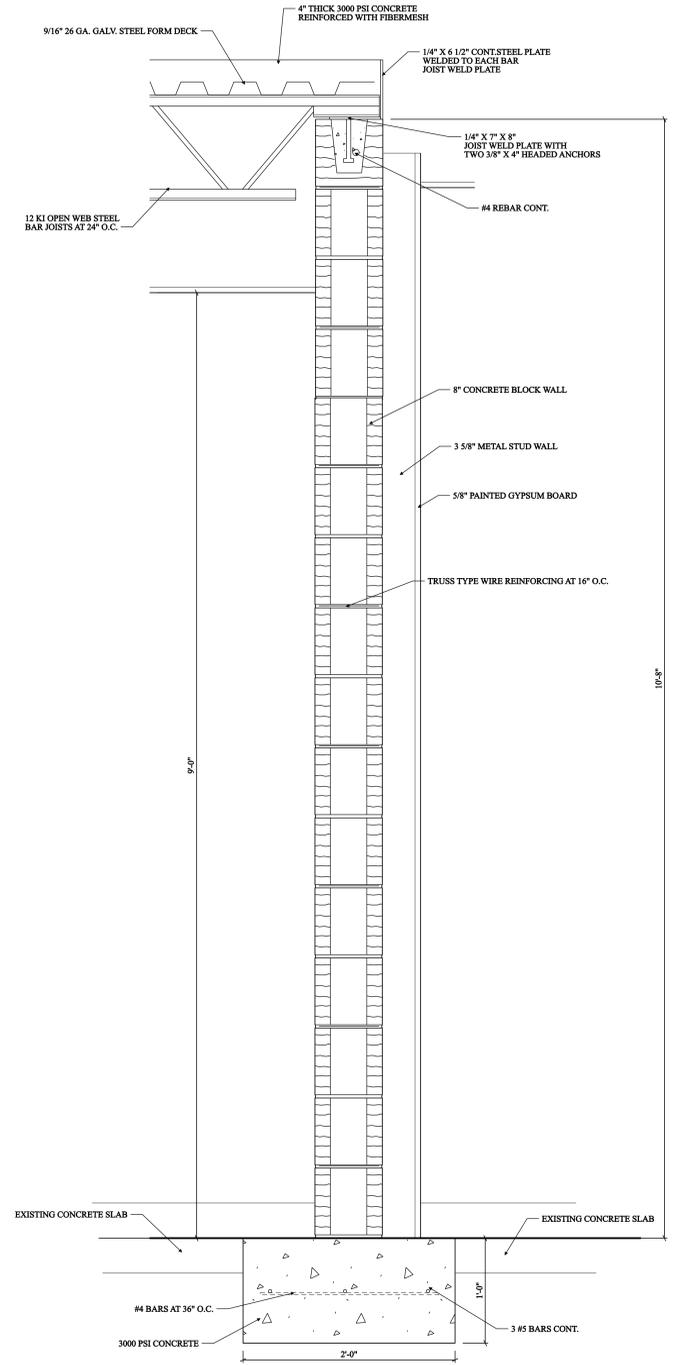
SHEET NO.
A-5



1 CROSS SECTION THRU AREA SCALE 3/8" = 1'-0"
A-6



DETAIL 3 SECTION AT VAULT STORAGE SIMILAR AT EXISTING EXT. WALL SCALE 1 1/2" = 1'-0"
A-6



DETAIL 2 SECTION AT VAULT STORAGE SCALE 1 1/2" = 1'-0"
A-6

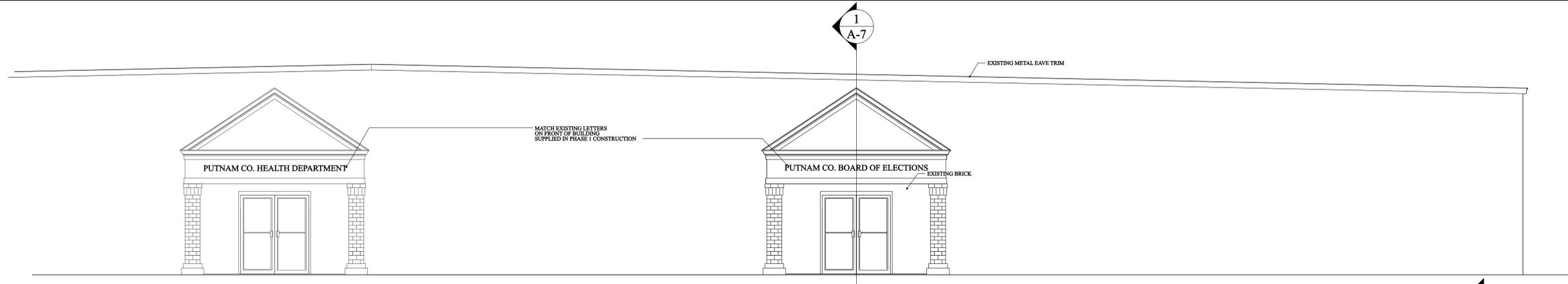
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SHEET NO.
A-6



PARTIAL FRONT ELEVATION SCALE 1/4" = 1'-0"

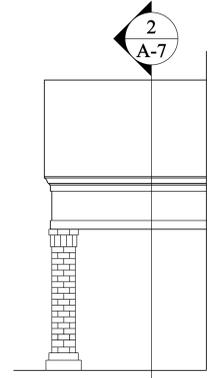
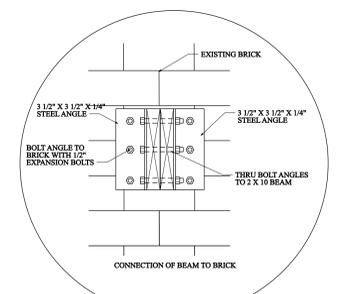
BRICK NOTE
WALL BRICK SHALL BE JUMBO SIZE
3 5/8" H. X 11 5/8" LONG. BRICK FOR
COLUMNS SHALL BE MODULAR CLOSURE
SIZE - 3 5/8" H. X 7 5/8" LONG. PROVIDE
A MATERIAL ALLOWANCE OF \$750 PER
THOUSAND INC. SALES TAX AND DELIVERY.

PROVIDE A MATERIAL ALLOWANCE OF
\$12 PER BAG INC. SALES TAX AND
DELIVERY FOR THE PURCHASE OF MORTAR.

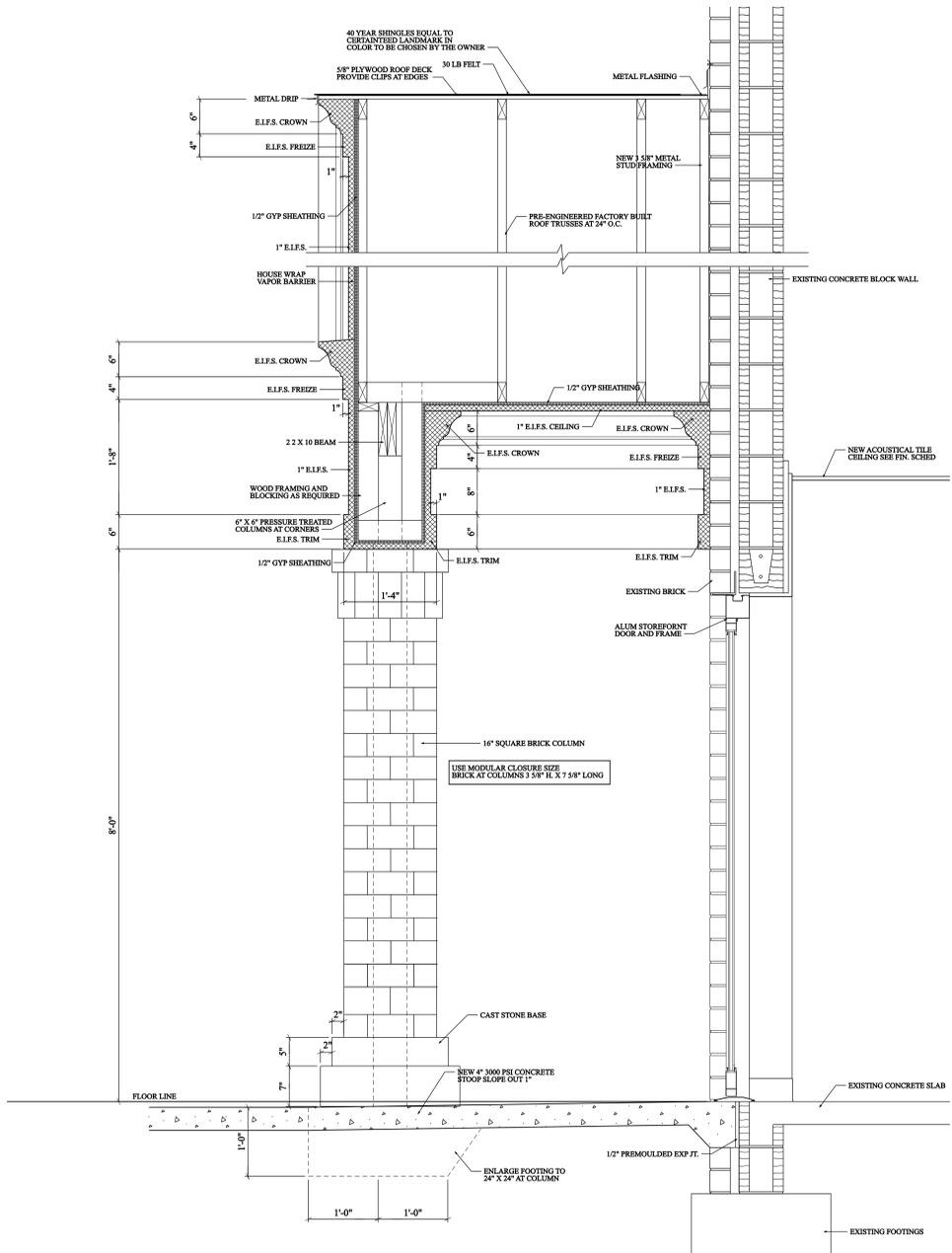
NOTE: EXTERIOR INSULATING AND FINISH SYSTEM SHALL BE EQUAL TO DRIVIT
OUTSULATION SYSTEM WITH SMOOTH FINISH IN COLOR CHOSEN BY THE OWNER.
INSTALL IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND DETAILS.

TRUSS RAFTER DESIGN CRITERIA

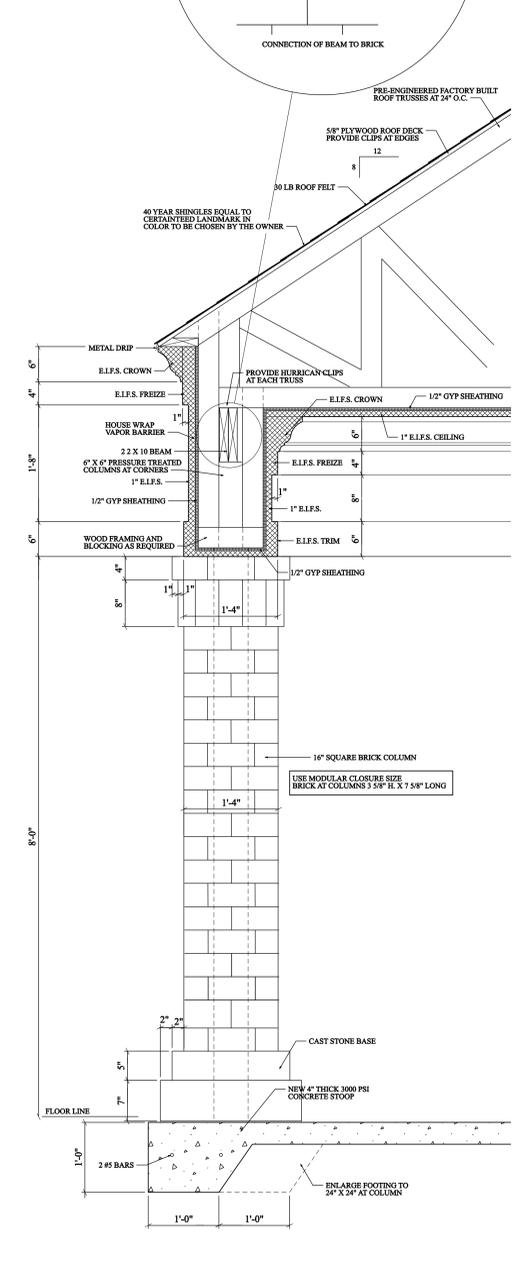
- TRUSS RAFTERS SHOWN IN ELEVATION ARE DIAGRAMMATIC ONLY AND ARE NOT INTENDED TO LIMIT CONFIGURATION OR DESIGN.
- ALL WOOD MEMBERS FOR TRUSS RAFTERS SHALL HAVE MINIMUM UNIT STRESSES AS FOLLOWS:
fb = 1450 x 1.33 (wind) = 1929 PSI
fc = 1200 x 1.33 (wind) = 1600 PSI
- DESIGN LOADS:
LIVE LOAD = 30 PSF
DEAD LOAD = 15 PSF
DEAD LOAD (CLG'S) = 10 PSF
- TRUSS RAFTERS TO BE SPACED 24" O. C.
- CAMBER BOTTOM CHORD OF TRUSS RAFTERS AS REQUIRED.
- CONNECTIONS SHALL BE OF 20 GA. GALVANIZED METAL.
- TRUSS RAFTERS SHALL BE PLUMBED AND X BRACED WITH 2 X 4 WOOD MEMBERS AS ERCTED.
- PROVIDE METAL HURRICANE CLIPS AT EACH TRUSS BEARING POINT. PROVIDE METAL TRUSS HANGERS WHERE TRUSS INTERSECTS GIRDER TRUSS



PORCH SIDE ELEVATION SCALE 1/4" = 1'-0"



DETAIL 1 SCALE 1" = 1'-0"



DETAIL 2 SCALE 1" = 1'-0"

LINTEL SCHEDULE
FOR EACH 4" OF BRICKWORK

SPAN	LINTEL
0" TO 4'-0"	ANGLE 3 1/2" X 3 1/2" X 1/4"
4'-0" TO 6'-0"	ANGLE 4" X 3 1/2" X 5/16"
6'-0" TO 8'-0"	ANGLE 5" X 3 1/2" X 3/8"
8'-0" TO 10'-0"	ANGLE 6" X 3 1/2" X 3/8"
10'-0" TO 12'-0"	ANGLE 7" X 4" X 3/8"

FOR CONCRETE BLOCK C.M.U.

LINTEL 1 COURSE DEEP

SPAN	LINTEL
0" TO 3'-0"	1 #4 TOP, 1 #5 BOTT.
3'-0" TO 5'-0"	1 #5 TOP, 1 #6 BOTT.

LINTEL 2 COURSES DEEP

SPAN	LINTEL
5'-0" TO 7'-0"	2 #6 TOP, 2 #7 BOTT.
7'-0" TO 11'-0"	2 #8 TOP, 2 #9 BOTT.
11'-0" TO 14'-0"	2 #9 TOP, 2 #10 BOTT.

NOTES:
1. LINTELS SHALL HAVE 1" BEARING EACH END FOR EACH 1'-0" OF SPAN, BUT NOT LESS THAN 6" BEARING AT EACH END.
2. CONCRETE BLOCK C.U.M. LINTELS SHALL BE MADE WITH FILLED "U" BLOCKS. FILL SHALL BE COURSE GROUT CONFORMING TO ASTM C476, 3/8" MAXIMUM STONE SIZE. SHORE POURED LINTELS 7 DAYS MINIMUM.
3. WHERE SPANS EXCEED 6'-0", FILL CELLS OF CONCRETE BLOCK UNDER BEARING FOR 16" FROM FOOTING TO BEARING.

PLUMBING SPECIFICATIONS

Provide all plumbing items indicated on the drawings, described herein or otherwise required for a complete and proper installation, including:
 A. Plumbing fixtures, fittings and equipment.
 B. Hot and cold water systems.
 C. Drain waste and vent piping systems.
 D. Indirect waste piping, including all valves, traps, piping and accessories for all equipment. Size per equipment requirements.

Comply with all applicable codes, standards and ordinances, including requirements of the Georgia State Minimum Standard Plumbing Code (2018 International Plumbing Code with all Georgia State Amendments) and the DOJ 2010 ADA Standards for Accessible Design.

The contractor should not attempt to precisely scale dimensions from these drawings to obtain construction dimensions and clearances. The contractor shall verify all actual dimensions and clearances. Although these plans are diagrammatic in nature, they shall be followed as closely as site conditions, new construction, and work by other trades shall permit. Deviations from these drawings, which are required to conform to the available space or to actual building construction, shall be made at no additional cost to the owner.

The submission of a bid or proposal will be construed as evidence that the contractor has familiarized himself with the plans and building site. Claims made subsequent to the proposal for materials and/or labor due to difficulties encountered will not be recognized unless these difficulties could not have been foreseen, even though proper examination had been made.

Fabrication or ordering of any material or equipment prior to verification of site conditions shall be done at the contractor's risk.

All equipment and material shall be new and of first quality. Equipment and material shall be the same or equal to the basis of design listed on these drawings.

Coordinate with all trades and verify all equipment rough-in items and locations with the equipment supplier or contractor. All re-work and corrections required due to lack of coordination shall be the contractor's responsibility, and done at no cost to the owner.

Submit shop drawings and material data submittals to the engineer for approval before installation. No substitutions shall be allowed without prior approval by the engineer. Product data for piping, insulation, valves, supports and equipment shall be submitted and specified here. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.

All equipment and flue materials shall be U.L. listed.

Installation shall comply with manufacturer requirements including all clearances recommended for proper operation of service. All serviceable parts shall be readily accessible.

Below ground sanitary drain and vent piping shall be solid-wall ASTM D2665 schedule 40 PVC. Install underground, PVC plastic drainage piping according to ASTM D2321. Above ground sanitary drain and vent piping shall be cellular-core ASTM F881 schedule 40 PVC. Install aboveground PVC piping according to ASTM D 2665. All aboveground piping shall be adequately supported. Sanitary drain and vent piping shall have PVC Socket Fittings (ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe). Slope at 1/8 inch per foot continuously toward public sewer.

All above ground domestic water distribution piping shall be ASTM D 2846, SDR11, schedule 40 CPVC with socket fittings. All piping shall be adequately supported. Disinfect all domestic water piping after installation.

Insulate all above ceiling and in exterior wall domestic water piping with Owens Corning type ASJ/SSL-II heavy density fiber glass with all service jacket: 1/2" for run outs up to 12", 1" for other piping 2" or less in diameter. Insulation shall have a flame spread rating not to exceed 25 and a smoke density not to exceed 50 when tested in accordance with U.B.C. standard 42-1. Provide mastic on all joints and exposed ends of insulation.

HW & CW Valves: Use pipe size valves, as shown below:
 A. Ball: Watts #B-6000 or B-6001.
 B. Check: Watts #600 or #601S.

Fixture tailpieces, wall escutcheon, and traps for lavatories and sinks shall be brass tubing, semi-cast, or cast iron. All brass tubing shall be 17 gage, chrome plated. Grid drains for public lavatories.

Water Hammer Arresters shall comply with standard ASSE 1010, metal bellows type or copper piston type.

Urinal Supports shall be type I, urinal carrier with fixture support plates and coupling with seal and fixture bolts and hardware matching fixture for wall-mounting, urinal-type fixture. Include steel uprights with feet. For accessible-fixture support include rectangular steel uprights. Lavatory Supports shall be type II, lavatory carrier with concealed arms and tie rod for wall-mounting, lavatory-type fixture. Include steel uprights with feet. For accessible-fixture support include rectangular steel uprights.

Thermometers shall comply with standard ASME B40.200.

Lavatory/ Sink supply fittings: NSF Standard: Comply with NSF/ANSI 61 Annex G, "Drinking Water System Components - Health Effects," for supply-fitting materials that will be in contact with potable water. Standard: ASME A112.18.1/CSA B125.1. Supply Stops: Chrome-plated-brass, one-quarter-turn, ball-type valve with inlet connection matching supply piping. Wheel handle operation. Risers: Chrome-plated, soft-copper flexible tube.

Provide ADA Supply and Drain Protective Shielding Guards on ADA fixtures that piping is exposed. Supply and Drain Protective Shielding Guards shall comply with ICC A117.1 and Americans with Disabilities Act (ADA) requirements. Manufactured plastic wraps shall cover hot and cold water supplies, trap, and drain piping.

All pipe hangers, clamps and channels shall be adequately sized to carry pipe loads and prevent sagging.

All other materials not specifically described but required for a complete and proper installation of work of this section, shall be new, first quality of their respective kinds, and as selected by the contractor subject to acceptance by the engineer.

Lay out the plumbing system in careful coordination with the drawings, determining proper elevations for all components of the system and using only the minimum number of bends to produce a satisfactory functioning system. Follow the general layout shown on the drawings in all cases except where other work may interfere. Unless shown otherwise, lay out all pipes to fall within partition, wall floor, or roof cavities, and to not require furring other than as shown on the drawings.

Do not cut into or reduce the size of any load-carrying member without the prior approval of the architect. Install all pipes to clear all beams and obstructions.

Extend all plumbing vents above roof to parapet height.

Permanently close and make weatherproof any openings or penetrations of the building envelope made for plumbing systems. All wall and floor penetrations shall be sleeved. All exterior wall or foundation wall penetrations shall use a mechanical seal.

Coordinate all roof penetrations with architectural plans and building and roofing trades.

Provide shut-off balls valves and unions at all water connections to equipment and appliances.

Isolate all dissimilar metals with "EPCO" dielectric unions, except for brass or bronze valves with steel pipe.

Protect the potable water supply against backflow and siphonage from equipment, fixtures, etc., using approved backflow and anti-siphon devices.

Thoroughly clean all piping and equipment. Removing all dirt, rust, oil, and plaster.

Test Sanitary drainage piping by plugging all openings and filling with water to a height equal to a 10 foot head. Allow to stand one hour or longer as required. Repair leaking joints and then re-test.

No work shall be covered until it has been inspected and accepted by the local authority and the engineer.

Test water lines at 100 PSIG. Retain for 24 hours, repair all leaks and retest.

The entire system shall be warranted for a period of one (1) year beginning with Owner's acceptance of the work. All labor and materials necessary to repair or replace the system, or portions thereof, during that time shall be warranted for a period of one (1) year from the repair or replacement.

Install piping in concealed locations, unless otherwise indicated and except in equipment rooms, and service areas. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal. Install piping to permit valve servicing. Install piping at indicated slopes. Install piping free of sags and bends. Install fittings for changes in direction and branch connections. Install piping to allow application of insulation. Select system components with pressure rating equal to or greater than system operating pressure. Install escutcheons for penetrations of walls, ceilings, and floors. Verify final equipment locations for roughing-in.

Confirm that millwork is constructed with adequate provision for the installation of counter top lavatories and sinks.

Seal fixtures to wall and floor surfaces with sealant, color to match fixture.

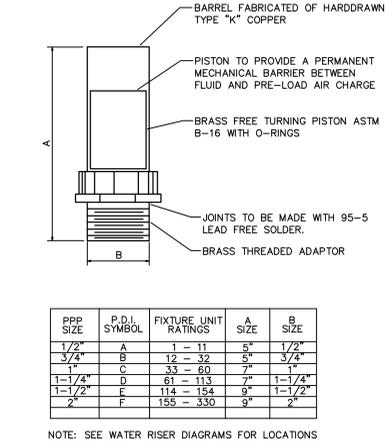
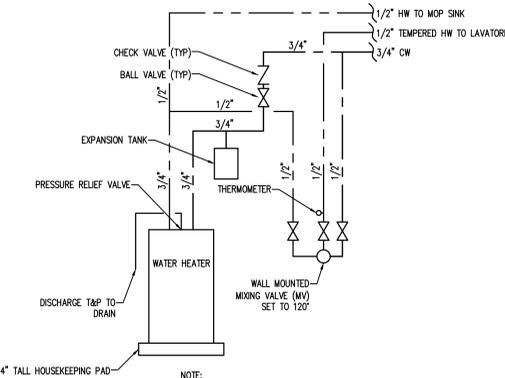
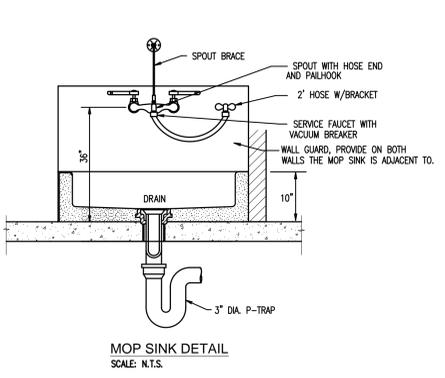
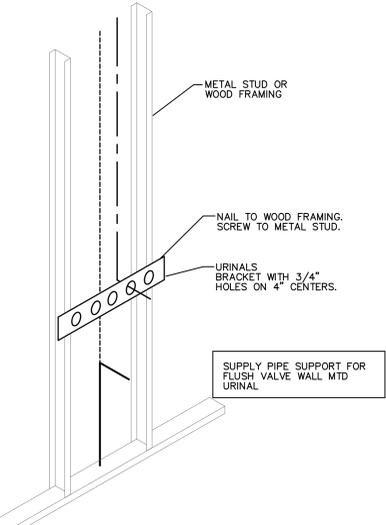
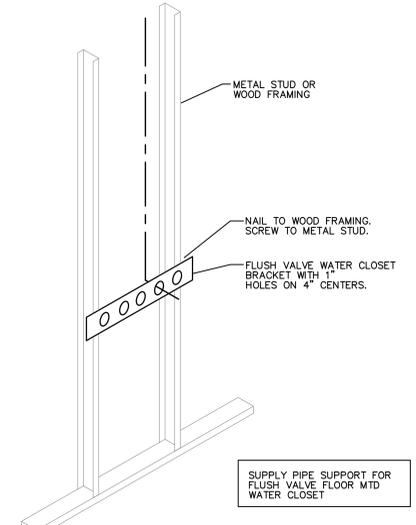
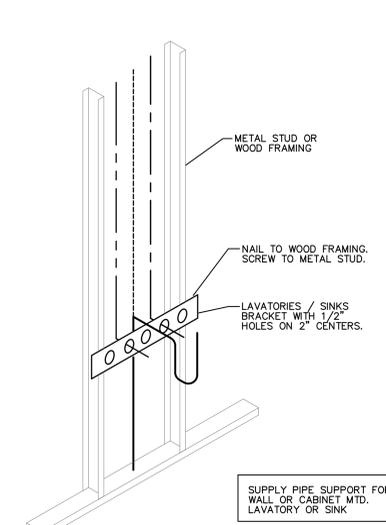
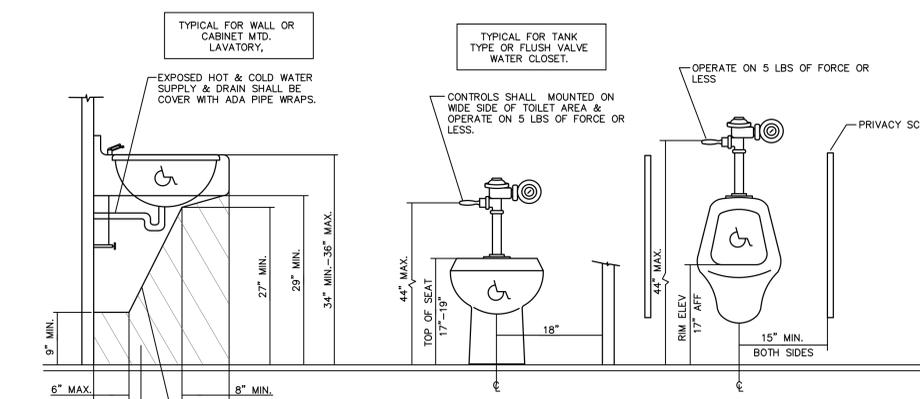
All vents thru roof (VTR) shall be offset a minimum of 10'-0" from all outside air intakes.

Provide Plastic Pipe Markers on all aboveground plumbing piping that Comply with ASME A13.1. Minimum information indicating flow direction arrow and identification of fluid being conveyed. Install labeling on pipe at intervals of not more than 20 feet and at least once in each room.

Provide a complete through penetration fire stopping assembly for fire resistance rated wall assemblies. The through penetration assembly must be listed by an approved third-party test agency (UL), and include the entire listed assembly with all notations. Refer to architectural drawings for fire wall locations.

Approved manufacturers: (Items submitted shall be approved by architect and engineer. Architect and engineer reserve the right to reject any item substituted for basis of design item for any reason.)

China Fixtures: American Standard, Kohler, Toto, Zurn, Sloan
 Faucets: Delta, T&S Brass, Chicago Faucets, Zurn, Kohler, Grohe, Moen, Speakman, Symmons Supplies & Traps: Engineered Brass CO., McGuire, Charlotte Pipe, Brasscraft, IPS, Watts, Zurn
 Flush Valves: Sloan, Delany, Zurn, American Standard
 Floor Drains & Cleanouts: Zurn, Jay R. Smith, Proset, Watts, Mifab, Wade, Josam, Sioux Chief, Oatey
 Water Heaters: A.O. Smith, Lochinar, Bradford White, State, Vaughn
 Toilet Seats: Bemis, Centock, Church Seats, Olanite, Berke, Zurn, Mainline
 ADA Protective Shielding Pipe Covers: Engineered Brass, McGuire, Plumberex, TRUEBRO, Zurn, Oatey
 Fixture Supports: MIFAB, Jay R. Smith, Wade, Watts, Zurn
 Mixing Valves: Armstrong, Leonard, Powers, Symmons, Lawler
 Wall Hydrants/ Hose Bibbs: MIFAB, Jay R. Smith, Wade, Watts, Woodford, Zurn
 Expansion Tanks: AMTROL, State, Watts, Wilkins
 Water Hammer Arresters: AMTROL, Josam, MIFAB, PPP, Sioux Chief, Jay R. Smith, Wade, Watts, Zurn
 Brass Valves: American, Crane, Watts, Apollo
 Mop Sinks: Stern Williams, Acorn, Fiat



RPP SIZE	P.D.I. SYMBOL	FIXTURE UNIT RATINGS	A SIZE	B SIZE
1/2"	A	1 - 11	5"	1/2"
3/4"	B	12 - 32	5"	3/4"
1"	C	33 - 60	7"	1"
1-1/4"	D	61 - 113	7"	1-1/4"
1-1/2"	E	114 - 154	9"	1-1/2"
2"	F	155 - 330	9"	2"

#	FIXTURE TYPE	WASTE		WATER SUPPLY		WATER FIX. CONN.		MODEL NUMBER
		BELOW FLOOR	FIXTURE CONN.	COLD	HOT	COLD	HOT	
WC1	FLOOR MOUNTED WATER CLOSET	3"	3"	1"		1"		AMERICAN STANDARD 3043.001 WATER CLOSET & 6147121.002 FLUSH VALVE, CENTOCK 500STSCSS SEAT
WC2	ADA FLOOR MOUNTED WATER CLOSET	3"	3"	1"		1"		AMERICAN STANDARD 3043.001 WATER CLOSET & 6147121.002 FLUSH VALVE, CENTOCK 500STSCSS SEAT
UR1	URINAL	2"	2"	3/4"		3/4"		AMERICAN STANDARD 6002.001 URINAL & 6145013.002 FLUSH VALVE.
UR2	ADA URINAL	2"	2"	3/4"		3/4"		AMERICAN STANDARD 6002.001 URINAL & 6145013.002 FLUSH VALVE.
LAV	ADA UNDERMOUNT LAVATORY	2"	1-1/4"	1/2"	1/2"	1/2"	1/2"	AMERICAN STANDARD 0614.000 LAVATORY, MOEN 9821 FAUCET.
MOP	TERRAZZO MOP SINK	3"	3"	1/2"	1/2"	1/2"	1/2"	FIAT TSS200 SINK, B304A FAUCET, B324A HOSE/BRACKET, B89CC MOP HANGER, MSQ2424 PANELS, QDC32 DRAIN, & 1453B STRAINER.
FD	FLOOR DRAIN WITH WATERLESS TRAP PRIMER	2"	2"					WATTS FD-190-PR-60 FLOOR DRAIN, RECTORSEAL "SURESEAL PLUS" WATERLESS TRAP PRIMER.
WCO	WALL CLEANOUT	2"	2"					PVC CLEANOUT WITH ROUND STAINLESS STEEL ACCESS COVER
HB	INTERIOR HOSE BIBB			3/4"		3/4"		WOODFORD 74.
MV	THERMOSTATIC MIXING VALVE			3/4"	3/4"	1/2"	1/2"	LAWLER 61-10.

MARK	MANUFACTURER	MODEL NUMBER	TYPE	GPH @ 180° F	GALLON RISE	KW
WH	A.O. SMITH	ENT-30	ELECTRIC	18	30	4.5
ET	ZURN/WILKINS	XT-8	EXPANSION TANK		2.1	

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[Symbol]	SHUTOFF VALVE	[Symbol]	COLD WATER
[Symbol]	CHECK VALVE	[Symbol]	HOT WATER
[Symbol]	PIPE UP	[Symbol]	SEWER VENT
[Symbol]	PIPE DOWN	[Symbol]	SEWER
[Symbol]	FD - FLOOR DRAIN WITH WATERLESS TRAP PRIMER	[Symbol]	CONN. CONNECTION
[Symbol]	DWS. DRAWINGS	[Symbol]	NTS NOT TO SCALE
		[Symbol]	VT VENT
		[Symbol]	FFE FINISHED FLOOR ELEVATION
		[Symbol]	FLR FLR
		[Symbol]	VTR VENT THRU ROOF
		[Symbol]	AFF ABOVE FINISHED FLOOR
		[Symbol]	CW COLD WATER
		[Symbol]	HW HOT WATER
		[Symbol]	HWR HOT WATER RETURN
		[Symbol]	B.F.F. BELOW FINISH FLOOR
		[Symbol]	CV CLOSED VALVE



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P-1

**FIRE PROTECTION BASIC MATERIALS AND METHODS
(FIRE PROTECTION SECTION 1 OF 2)**

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Pipe, fittings, valves, and connections for combination sprinkler and standpipe systems.

1.2 REFERENCES

- A. ASME B16.1 – Gray Iron Pipe Flanges and Flanged Fittings; Classes 25, 125, and 250; The American Society of Mechanical Engineers.
- B. ASME B16.3 – Malleable Iron Threaded Fittings; The American Society of Mechanical Engineers.
- C. ASME B16.4 – Gray Iron Threaded Fittings; The American Society of Mechanical Engineers.
- D. ASME B16.5 – Pipe Flanges and Flanged Fittings; The American Society of Mechanical Engineers; (ANSI/ASME B16.5).
- E. ASTM A 47/A 47M – Standard Specification for Ferritic Malleable Iron Castings.
- F. ASTM A 53/A 53M – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- G. ASTM A 795/A 795M – Standard Specification for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Fire Protection Use.
- H. NFPA 13 – Standard for the Installation of Sprinkler Systems; National Fire Protection Association.
- I. NFPA 24 – Standard for the Installation of Private Fire Service Mains and Their Appurtenances; National Fire Protection Association.
- J. NFPA 72 – National Fire Alarm Code.
- K. NFPA 101 – Code for Safety to Life from Fire in Buildings and Structures.
- L. Georgia State Minimum Standard Fire Prevention Code (International Fire Code), 2012 Edition, with Georgia State Amendments.
- M. UL (FPED) – Fire Protection Equipment Directory; Underwriters Laboratories Inc.; current edition.
- N. UL 262 – Gate Valves for Fire-Protection Service; Underwriters Laboratories Inc..
- O. Chapter 120–3–3 of the Rules of the Safety Fire Commissioner.
- P. Georgia State Minimum Standard Building Code (International Building Code), 2012 Edition, with Georgia State Amendments. NFPA Code, where more stringent, shall take precedence.

1.3 SUBMITTALS

- A. Product Data: Provide manufacturers catalogue information. Indicate valve data and ratings.
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- C. Project As-Built Documents: Record actual locations of components and tag numbering.
- D. Operation and Maintenance Data: Include installation instructions and spare parts lists.

1.4 QUALITY ASSURANCE

A. Fire Protection

- 1. The Contractor expressly warrants that the company performing the installation of the fire protection systems has demonstrated proficiency in the installation, start-up and adjustment of such systems by the successful performance of work of the nature specified herein on at least 5 commercial or institutional buildings, each containing minimum of 10,000 ft2 of protected area or greater.
 - 2. The Contractor further warrants that the aforesaid subcontractor has trained personnel, instruments, tools, and equipment to perform the installation specified.
 - 3. The Contractor also warrants that the aforesaid installer has been in business performing services of the nature specified herein for at least five-years.
 - 4. Provide a certificate of competency as issued by the Georgia State Fire Marshal's Office.
- B. Conform to UL and FM requirements.
- C. Valves: Bear UL and FM label or marking. Provide manufacturer's name and pressure rating marked on valve body.
- D. Products Requiring Electrical Connection: Listed and classified as suitable for the purpose specified and indicated.

1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver and store valves in shipping containers, with labeling in place.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

1.6 EXTRA MATERIALS

A. Provide additional materials as provided in these specifications and by NFPA.

PART 2 PRODUCTS

2.1 GENERAL SYSTEM AND PRODUCT REQUIREMENTS

- A. Sprinkler Systems: Conform work to NFPA 13.
- B. Standpipe and Hose Systems: Conform to NFPA 14.
- C. Welding Materials and Procedures: Conform to ASME Code.
- D. Building is light hazard, ordinary hazard group, and extra hazard group. Pipe sizes shall be hydraulically calculated based upon flow test to be conducted by contractor.
- E. Provide hydraulic calculations over the most remote 1500 square feet providing density required for hazard as indicated in NFPA 13. Minimum discharge pressure shall be 7.0 PSI. Minimum residual pressure at city water main in the street shall be 20.0 PSI. Provide 10.0 PSI minimum safety margin in hydraulic calculations at design point. Design area reduction per NFPA 13 is not allowed.
- F. Basis of design: Contractor shall perform, or have performed, at the same time, a Fire Flow and Twenty Four Hour Static Test to assure flow equals or exceeds specified basis of design flow rate prior to preparing shop drawings. Installing system or performing calculations. Prepare calculations based on confirmed flow data or basis of design flow data, whichever is lowest. Flow test shall be performed in accordance with NFPA 13 and Rules and Regulations of Safety Fire Commissioner, O.C.G.A. Chapter 120–3–3. Modify flow test pressures (static and residual), if pressure recorded in 24 hour test is lower than flow test pressures for one hour duration, to lowest hour test pressure.
- G. No pipe shall be routed above electrical panels and equipment as required by National Electrical Code, on a central side or beneath suspended mechanical equipment except where specifically required by Code, in which case, provisions shall be made for service access.
- H. Inspectors test connection(s) shall discharge to the outside of the building in location(s) acceptable to the Architect.
- I. Inside auxiliary drains, if needed, shall discharge in location(s) acceptable to the Architect. Drain and test connection piping, if in finished space, shall be installed concealed.

2.2 BURIED PIPING

A. Refer to Civil plans and specifications for piping type.

2.3 ABOVE GROUND WET SYSTEM PIPING

- A. Steel Pipe: ASTM A 795 Schedule 10 or ASTM A 53 Schedule 40, black, Piping 2" and smaller shall be threaded. Piping 2 1/2" and larger shall be grooved with rigid couplings.
 - 1. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings and ASME B16.4, threaded fittings.
 - 2. Malleable Iron Fittings: ASME B16.3, threaded fittings and ASTM A 47/A 47M.
 - 3. Mechanical Grooved Couplings: Rigid malleable iron housing clamps to engage and lock, "C" shaped elastomer sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe. Reducing couplings are NOT allowed.
- B. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.
- C. Hangers for Pipe Sizes 2-inches and Over: Carbon steel, adjustable, clevis.
- D. Multiple or Trapezoid Hangers: Steel channels with welded spacers and hanger rods.
- E. Vertical Support: Steel riser clamp.
- F. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- G. Provide support for any vertical pipe 36" in length or greater except armovers. Provide supports 12'-0" O.C. maximum or at floor levels.
- H. Threaded rods shall NOT be bent. Bending is permitted only in unthreaded sections of hanger rods. Bending shall occur as close to the hanger as possible. Provide a swivel assembly if required.

2.5 GATE VALVES

- A. Up to and including 2 inches:
 - 1. Manufacturers:
 - a. Nibco Scott; Product T-104-0
 - b. Jenkins; Product 275U
 - c. Hammond; Product 1B681
 - d. Stockham; Product B-133
 - e. Kennedy; Product Fig. 66
 - 2. Bronze body, bronze trim, rising stem, handwheel, solid wedge or disc, threaded ends.
- B. Over 2 inches:
 - 1. Manufacturers:
 - a. Nibco Scott; Product F-607-0TS
 - b. Crane; Product 467
 - c. Jenkins; Product 925-A
 - d. Hammond; Product 1R1154
 - e. Stockham; Product G-634
 - f. Kennedy; Product Fig. 68
 - 2. Iron body, bronze trim, rising stem pre-grooved for mounting tamper switch, handwheel, OS&Y, solid rubber covered bronze or cast iron wedge, flanged ends.

2.6 GLOBE VALVES

- A. Bronze body, rubber disc, union bonnet, 174 W.W.P., threaded ends.
- B. Up to and including 2 inches:
 - 1. Manufacturers:
 - a. Nibco-Scott; Product KT-65.
 - b. Kennedy; Product 975D.
 - c. United; Product 125S.
 - d. Fairbanks; Product 4691-3.

2.7 ANGLE VALVES

- A. Bronze body, rubber disc, union bonnet, 174 non-shock cold water, threaded ends.
- B. Up to and including 2 inches:
 - 1. Manufacturers:
 - a. Nibco-Scott; Product T-301-W.
 - b. Kennedy; Product 985D.
 - c. United; Product 126S.
 - d. Fairbanks; Product 4691-3.

2.8 BUTTERFLY VALVES: Not allowed.

2.9 CHECK VALVES

- A. Iron body, U.L. Listed- F.M. Approved, swing type, bronze trimmed, bronze seat and disc, flanged ends.
 - B. Manufacturers:
 - 1. Jenkins; Product 629
 - 2. Crane; Product 375
 - 3. Stockham; Product G-939
 - 4. Mueller; Product A-2120-6
 - 5. Kennedy; Product #126

2.10 INDICATOR POSTS

- A. Cast iron base, top section, & cap; malleable iron wrench and locking device; steel stem; cast iron coupling; bronze target holder with aluminum "shut" and "open" targets; Underwriters Laboratories listed, and Factory Mutual approved; available for varying trench depth; and with adjustable depth features.
 - B. Manufacturers:
 - 1. Kennedy Fig. Series 741.
 - 2. Nibco NIP-1.
 - 3. Stockham G-951.
 - 4. Mueller A-20804.

2.11 UNDERGROUND GATE VALVES

- A. 2 1/2-inch and larger, iron body, non-rising stem, bronze stem, iron mounted disc with bronze rings, cast iron 2-inch square operating nut, flange, ends, AWWA spec. C-500.
 - B. Manufacturers:
 - 1. Kennedy Fig. 701X.
 - 2. Nibco F-609.
 - 3. Stockham G-635.
 - 4. Mueller A-2075-20.
 - 5. M & H Fig. 3067.

PART 3 EXECUTION

3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.
- D. Storage: All piping shall be stored above ground and protected to prevent dirt and debris from entering pipe.

3.2 INSTALLATION

- A. Install sprinkler system and service main piping, hangers, and supports in accordance with NFPA 13 and these specifications.
 - B. Install standpipe piping, hangers, and supports in accordance with NFPA 14.
 - C. Install post indicator valve (PIV) upstream of backflow device.
 - D. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
 - E. Install piping to conserve building space, to not interfere with use of space and other work.
 - F. Group piping whenever practical at common elevations.
 - G. All piping shall be installed above ceilings in a concealed manner except where no ceilings are present.
 - H. Steve pipes passing through partitions, walls, and floors.
 - I. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
 - J. Reducing Tees: Weld-on threaded outlet tees and Couplet-300 by Bonney Forge Division of Energy Products Group, Central Sprink 701, "TEE-LET" 300 by Merit Manufacturing Corp., NAP300 by North Alabama Pipe Corp., F400 by Grinnell Corp. may be used for side outlet reducing tees more than two pipe sizes smaller than main. Discs shall be retrieved and connected to pipe at point of cutting. Cutting shall comply with NFPA 13, Chapter 6.5.2.9.
 - K. Couplings may be used on gridded systems at only one end of each gridded branch line or on 2 1/2" or larger riser nipple to 2" or smaller branch line to facilitate connection provided that the coupling is connected to piping by a cut groove. Rolled grooves are not acceptable.

L. Pipe Hangers and Supports:

- 1. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
- 2. Place hangers within 12 inches of each horizontal elbow.
- 3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
- 4. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
- 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

M. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.

- N. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- O. Do not penetrate building structural members unless indicated.
- P. Provide sleeves when penetrating floors and walls. Seal pipe and sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- Q. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.
- R. Die cut threaded joints with full cut standard taper pipe threads with red lead and linsed oil or other non-toxic joint compound applied to male threads only.
- S. Install valves with stems upright or horizontal, not inverted. Remove protective coatings prior to installation.
- T. Provide gate valves for shut-off or isolating service. No valve shall be installed with the centerline, if horizontal, or wheel, if vertical, more than 9'-0" AFF.
- U. Provide drain valves at main shut-off valves, low points of piping and apparatus.

3.3 CLEANING AND PROTECTION

- A. All materials, equipment and mechanical rooms shall be cleaned prior to the Final Inspection.
- B. Wash down and scrub clean all mechanical room floors, walls, equipment bases and equipment.
- C. Paint equipment where finish has been damaged requiring retouching of finish to match factory finish.
- D. Chipped or scraped paint shall be retouched to match original finish.
- E. All dents and sags in equipment casing shall be straightened.
- F. All equipment, pipe, pipe fittings and appurtenances shall be free of rust and stains prior to substantial completion.

3.4 FINISHING EQUIPMENT AND MATERIAL

- A. Use paint systems specified in Division 9 for the substrates to be finished.
- B. Paint shop-primed equipment.
- C. Re-install electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.
- D. Paint all exposed pipes, unless otherwise indicated.
- E. All ferrous fasteners and hanger supports not having a corrosion resistant plated finish shall be painted to prevent rust.
- F. Paint all equipment, including that which is factory-finished, exposed to weather or to view on the inside and outdoors.
- G. Paint all exposed un-insulated ferrous materials.

END OF SECTION

**FIRE SUPPRESSION SPRINKLERS
(FIRE PROTECTION SECTION 2 OF 2)**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Wet Type Sprinkler System
- B. Dry-pipe sprinkler system.
- C. System design, installation, and certification.
- D. Fire department connections.

1.2 REFERENCES

- A. NFPA 13 – Standard for the Installation of Sprinkler Systems; National Fire Protection Association.
- B. NFPA 14 – Standard for the Installation of Standpipe and Hose Systems; National Fire Protection Association.

1.3 SUBMITTALS

- A. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- B. Shop Drawings:
 - 1. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components and accessories. Indicate system controls.
 - 2. Submit shop drawings, product data, and hydraulic calculations to Fire Marshal for approval and to Architect for review. Submit to Architect prior to submitting to Fire Marshal. Submit proof of approval to the Architect.
- C. Project As-Built Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations. Provide two (2) CD and three (3) paper copies of as-built drawings.
- D. Manufacturer's Certificate: Certify that system has been tested and meets or exceeds specified requirements and code requirements. All certificates shall be signed by certificate holder.
- E. Operation and Maintenance Data: Include components of system, servicing requirements, record drawings, inspection data, replacement part numbers and availability, and location and numbers of service depot.

1.4 QUALITY ASSURANCE

- A. Maintain one copy of referenced design and installation standard on site.
 - B. Conform to UL requirements.
 - C. Equipment and Components: Provide products that bear UL label or marking.
 - D. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.
- 1.5 DELIVERY, STORAGE, AND PROTECTION**
- A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.
 - B. Store piping off floor and out of elements. Provide cover for piping to prevent dirt and debris from entering piping. Piping and fittings shall be rust free when installed.
- 1.6 EXTRA MATERIALS**
- A. Provide extra sprinklers of type and size matching those installed, in quantity required by referenced NFPA design and installation standard.
 - B. Provide suitable wrenches for each sprinkler type.
 - C. Provide metal storage cabinet located at piping entrance to building.

PART 2 PRODUCTS

2.1 SPRINKLER SYSTEM REQUIREMENTS

- A. Sprinkler System: Provide coverage for entire building.
- B. Occupancy: comply with NFPA 13.
- C. Water Supply: Contractor shall perform or have performed an NFPA-13 water flow test data and a 24 hour static pressure test. Adjust flow test to lowest pressure recorded by 24 hour test of one hour duration.
- D. Interface system with building fire alarm system.
- E. Provide fire department connections where indicated on FP and civil drawings.

2.2 SPRINKLERS

- A. Type and affiliates, Automatic Sprinkler, Reliable, Viking.
- B. All sprinklers installed shall be by the same manufacturer.
- C. Contractor shall select temperature ratings in accordance with NFPA 13, paragraph 8.3.2.
- D. Suspended Ceiling Type: Recessed pendant type with matching flush push on escutcheon plate.
 - 1. Finish: Chrome plated.
 - 2. Escutcheon Plate Finish: Chrome plated.
 - 3. Quick response Glass bulb type temperature rated for specific area hazard.
- E. Gypsum Board Ceiling Type: Concealed pendant type with matching push on escutcheon plate.
 - 1. Finish: Brass.
 - 2. Escutcheon Plate Finish: Enamel, Verify color with architect.
- F. Exposed Area Type: Standard upright type.
 - 1. Finish: Brass.
 - 2. Fusible Link: Quick Response Fusible solder link type temperature rated for specific area hazard.
- G. Sidewall Type: Standard horizontal sidewall type with matching flush push on two piece escutcheon plate.
 - 1. Finish: Chrome plated.
 - 2. Escutcheon Plate Finish: Chrome plated.
 - 3. Quick Response Fusible solder link type temperature rated for specific area hazard.
- H. Guards: Finish to match sprinkler finish.

2.3 PIPING SPECIALTIES

- A. Dry Pipe Sprinkler Alarm Valve: Check type valve with divided seat ring, rubber faced clapper to automatically actuate water motor alarm and electric alarm, with accelerator; with test and drain valve.
- B. Water Motor Alarm: Hydraulically operated impeller type alarm with aluminum alloy chrome plated gong and motor housing, nylon bearings, and inlet strainer. By same manufacturer as Alarm Valve.
- C. Electric Alarm: Electrically operated chrome plated gong with pressure alarm switch.
- D. Water Flow Switch: Vane type switch for mounting horizontal or vertical, with two contacts; rated 10 amp at 125 volt AC and 2.5 amp at 24 volt DC. Notifier, Simplex, Potter, Grinnell.
- E. Tamper Switch: Switch designed for installation on indicator valves with cased aluminum housing with red finish. Notifier, Simplex, Potter, Grinnell.
- F. Fire Department Connections: Elkhart, Croker Standard, Potter Roemer.
 - 1. Type: Free standing type with ductile iron pedestal chrome plated finish.
 - 2. Outlets: Two way with thread size to suit fire department hardware; threaded dust cap and chain of matching material and finish.
 - 3. Drain: 3/4 inch automatic drip, outside.
 - 4. Label: "Sprinkler – Fire Department Connection".

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with referenced NFPA design and installation standard and these specifications.
- B. Sprinklers shall be in line with and centered between down lights unless shown otherwise.
- C. Install equipment in accordance with manufacturer's instructions.
- D. Each floor of multi story buildings shall be zoned.
- E. All dry system piping shall be galvanized down stream of dry valve.
- F. Install buried shut-off valves in valve box. Provide post indicator.
- G. Provide approved double detector check assembly at sprinkler system water source connection.
- H. Locate fire department connection within forty (40'-0") feet of nearest fire hydrant and with sufficient clearance from walls, obstructions, or adjacent siamese connectors to allow full swing of fire department wrench handle.
- I. Locate outside alarm gong on building wall at piping entrance to building.
- J. Place pipe runs to minimize obstruction to other work.
- K. Place piping in concealed spaces above finished ceilings.
- L. Center sprinklers in two directions in ceiling tile and provide piping offsets as required.
- M. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- N. Where sprinklers are required under rectangular duct, the centerline of the sprinkler shall be minimum 6" under duct.
- O. Install air compressor on vibration isolators.
- P. Flush entire piping system of foreign matter.
- Q. Hydrostatically test entire system.
- R. Require test be witnessed by Fire Marshal.
- S. All drain piping shall discharge to the outside 6" maximum above grade unless noted otherwise.
- T. Where sprinklers are required under oval or round duct, the centerline of the sprinkler shall be under the centerline of the duct.

3.2 INTERFACE WITH OTHER PRODUCTS

- A. Ensure required tamper and flow devices are installed and connected as required to fire alarm system including but not limited to floor control valves, alarm check valve, elevator shaft isolation valve, Post Indicator Valve (PIV) and backflow device valves.

3.3 SCHEDULES

- A. System Hazard Areas:
 - 1. Office & Public Areas and similar occupancies – Light Hazard Design; 0.10 GPM/sq. ft. over the most remote 1500 square foot.
 - 2. Building Service Areas, Electrical Equipment Rooms, General Storage Areas, Mechanical Equipment Rooms, and similar occupancies – Ordinary Hazard Group 1 Design; 0.15 GPM/sq. ft. over the most remote 1500 square foot.

END OF SECTION



MEMBER
AMERICAN INSTITUTE
OF ARCHITECTS

NEW OFFICE FACILITIES FOR
THE PUTNAM COUNTY BOARD OF ELECTIONS
EATONTON GA.

FORDHAM
ARCHITECTS
RAY FORDHAM, ARCHITECT A.I.A.
102 ADMIRALTY WAY
MILLEDGEVILLE, GA. 31061
PH. 478-454-2176 FAX 478-454-4540 E-MAIL: rfordham@windstream.net

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TOTAL ENGINEERS

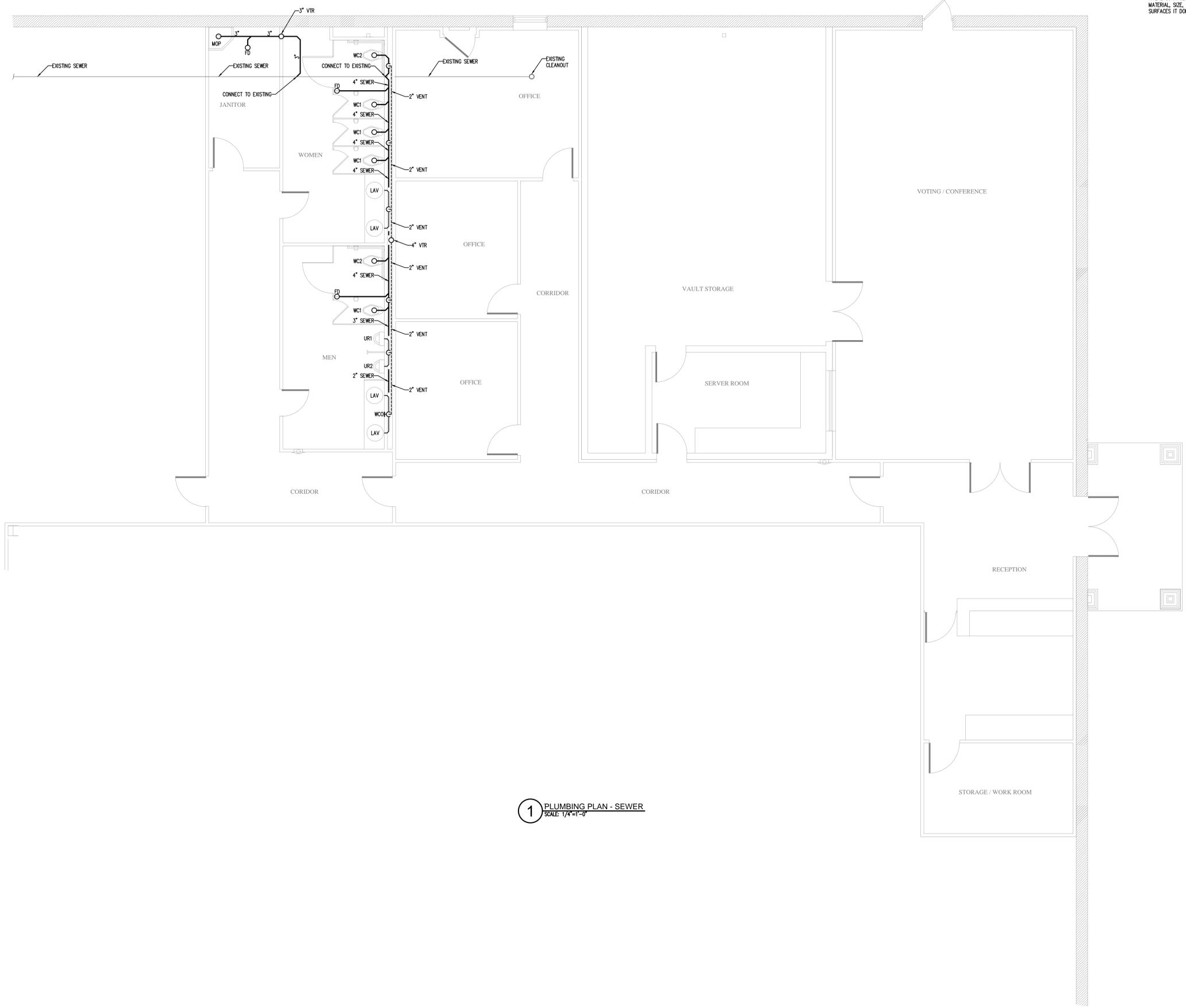
169 New Street, Macon, GA 31201
(478)741-4632 - T.E. project #20-018
www.totalengineers.com

DATE: 3-12-20

SHEET NO.

P-2

GENERAL PLUMBING NOTES:
 DRAWINGS FOR ENGINEERING WORK HAVE BEEN PREPARED USING "AS-DESIGN" DOCUMENTS. NEITHER THE OWNER NOR THE ENGINEER WARRANT THESE TO BE "AS-BUILT" DOCUMENTS AND ACTUAL CONDITIONS AT THE SITE MAY VARY.
 THE WORK INDICATED IS INTENDED TO SHOW THE GENERAL SCOPE OF DEMOLITION/NEW WORK AND IN NO WAY RELIEVES THE CONTRACTOR FROM PROVIDING ANY AND ALL WORK REQUIRED TO COMPLETE THE DEMOLITION/NEW WORK.
 WHERE SURFACES ARE DAMAGED BY DEMOLITION, SHALL BE REPAIRED TO MATCH EXISTING (ON MATERIAL, SIZE, ALIGNMENT, JOINT WORK, FINISHES, COLOR, TEXTURE, QUALITY, ETC.) SUCH SURFACES IT DOES NOT INTERFERE WITH NEW WORK OF OTHER TRADES.



1 PLUMBING PLAN - SEWER
 SCALE: 1/4"=1'-0"

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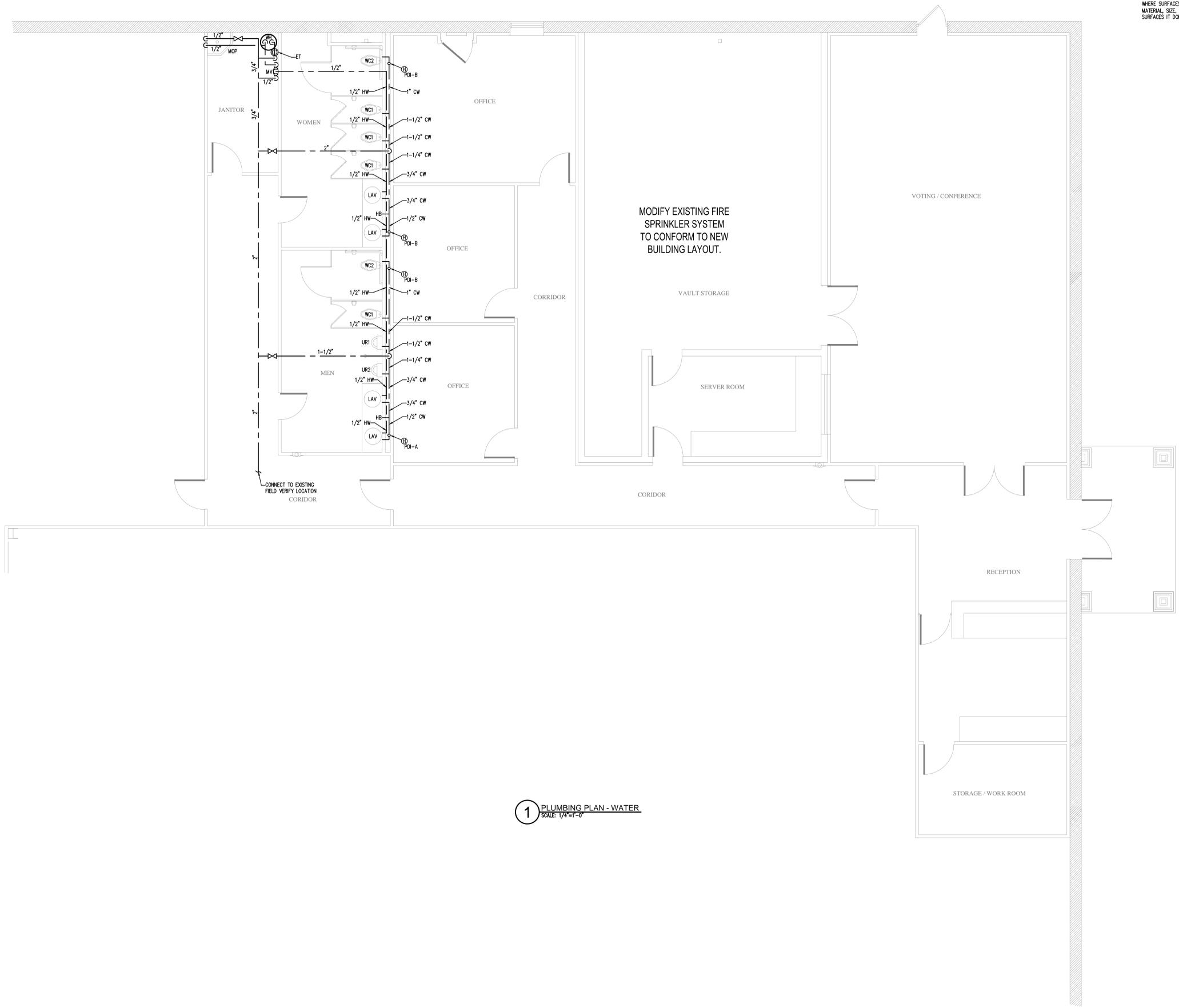
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DATE: 3-12-20

SHEET NO.
P-3

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MODIFY EXISTING FIRE
SPRINKLER SYSTEM
TO CONFORM TO NEW
BUILDING LAYOUT.

CONNECT TO EXISTING
FIELD VERIFY LOCATION
CORRIDOR

1 PLUMBING PLAN - WATER
SCALE: 1/4"=1'-0"

NEW OFFICE FACILITIES FOR
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 EATONTON GA.

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DATE: 3-12-20

SHEET NO.
P-4

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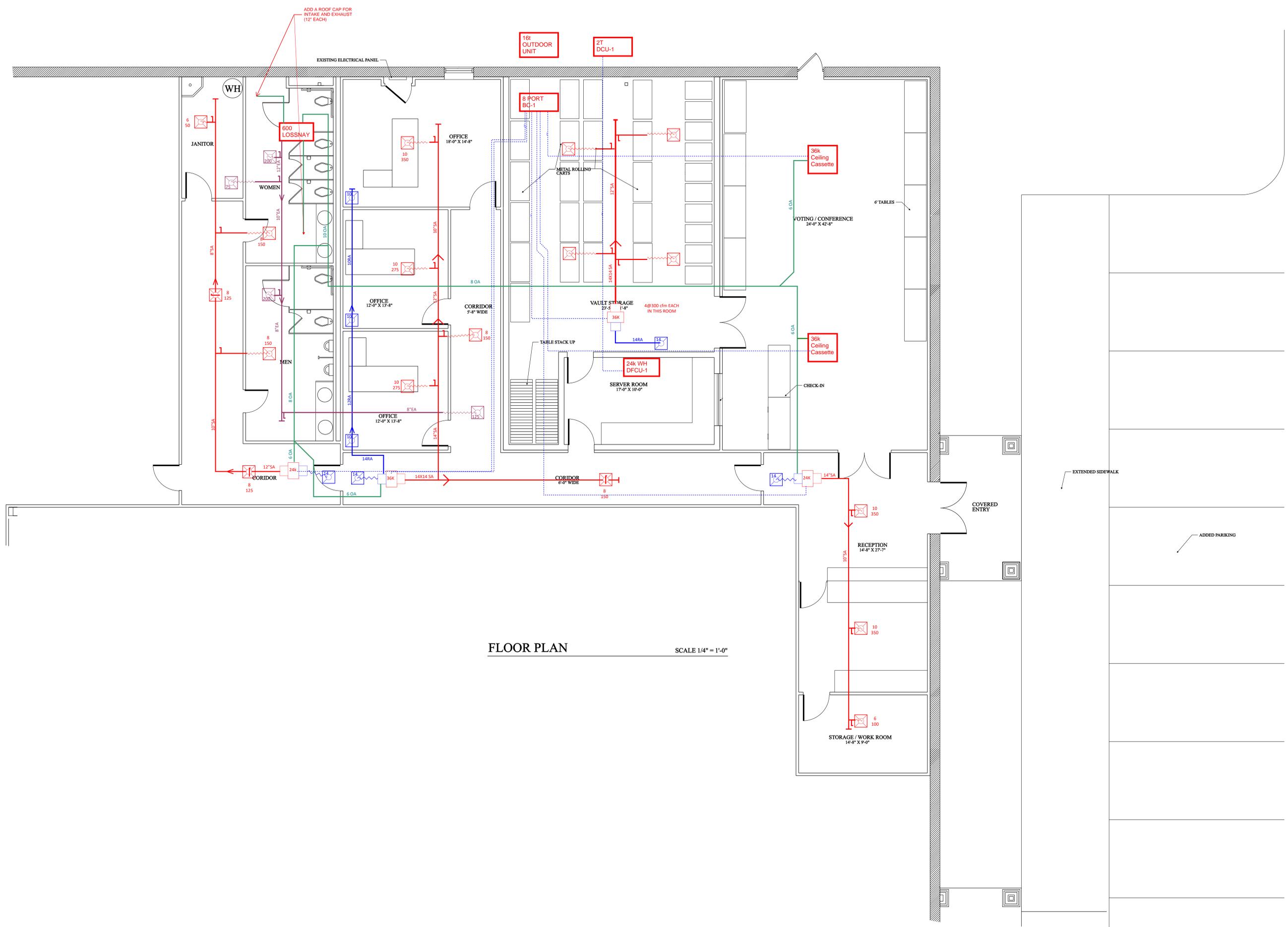
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THE PUTNAM COUNTY BOARD OF ELECTIONS
EATONTON GA.



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DATE: 2-24-20

SHEET NO.
P-1



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



ELECTRICAL SPECIFICATIONS

DIVISION 16
ELECTRICAL

SECTION A: GENERAL ELECTRICAL REQUIREMENTS

1. THESE PLANS AND SPECIFICATIONS APPLY TO PUTNAM COUNTY BOARD OF ELECTIONS IN EATON, GEORGIA. THE WORK DESCRIBED BY THESE PLANS AND SPECIFICATIONS APPLY TO THE INDICATED PROJECT AND MAY NOT BE MODIFIED OR REUSED WITHOUT WRITTEN APPROVAL OF THE ENGINEER.

2. ALL WORK SHALL BE PERFORMED BY LICENSED ELECTRICAL CONTRACTOR WITH MINIMUM OF TWO YEARS OF EXPERIENCE. LIST OF PREVIOUS JOBS AND REFERENCES SHALL BE MADE AVAILABLE UPON REQUEST. CONTRACTOR SHALL PROVIDE ADEQUATE INSURANCE FOR PERSONNEL AND SHALL REPAIR ANY DAMAGE OCCURRING AS THE RESULT OF THIS PROJECT SITE AND RELATED PROPERTY.

3. ALL WORK SHALL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE 2020 NATIONAL ELECTRICAL CODE, LIFE SAFETY CODE NFPA 70E, ADA CODE, GA ACCESSIBILITY CODE, STATE OF GEORGIA ENERGY CODE AND ALL OTHER APPLICABLE CODES AND ORDINANCES.

4. ALL PERMITS AND FEES SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.

5. ALL EQUIPMENT, MATERIAL, AND DEVICES SHALL BE LISTED OR RECOGNIZED BY UNDERWRITER'S LABORATORY OR ELECTRICAL TESTING LABORATORY AND USED AND INSTALLED IN ACCORDANCE WITH ITS LISTING.

6. ALL WORK PERFORMED SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FROM THE FINAL COMPLETION DATE EXCEPT FOR FUSES AND LAMPS IN LIGHT FIXTURES. UPON NOTIFICATION OF A PROBLEM, THE CONTRACTOR SHALL INVESTIGATE THE PROBLEM WITHIN 48 HOURS UNLESS A DIFFERENT TIME PERIOD IS AGREED TO. THE CONTRACTOR SHALL INVESTIGATE, REPAIR OR REPLACE ALL FACILITY EQUIPMENT WITHIN A REASONABLE TIME PERIOD WITHOUT CHARGE TO THE OWNER.

7. THE TERM 'PROVIDE' SHALL BE UNDERSTOOD TO MEAN, OBTAIN THE ITEM DESCRIBED, INSTALL ITEM IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, AND MANUFACTURER'S RECOMMENDATIONS.

8. ALL PENETRATIONS MADE IN FIRE RATED BUILDING PORTIONS SHALL BE SEALED WITH A LISTED RESISTANT MATERIAL SUITABLE FOR THE APPLICATION.

9. ALL INSTALLATIONS OF ELECTRICAL EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH OTHER TRADES PRIOR TO INSTALLATION.

10. PLANS ARE DIAGRAMMATIC AND SHOW THE LOCATION OF THE EQUIPMENT, RACEWAY AND FIXTURES AND ARE NOT TO BE SCALED. ALL DIMENSIONS SHALL BE VERIFIED AT THE BUILDING SITE.

11. CONTRACTOR SHALL VERIFY AND COORDINATE ALL EQUIPMENT AND DEVICE LOCATIONS WITH OWNER'S PROJECT MANAGER PRIOR TO INSTALLATION.

12. EQUIPMENT POWER SUPPLY AND WIRING REQUIREMENTS: THE CONTRACTOR SHALL SUBMIT FOR REVIEW A TABULATED SHEET OF EQUIPMENT POWER SUPPLY AND WIRING REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT REQUIRING POWER AS SPECIFIED IN DIVISION 15. REQUIREMENTS SHALL BE IDENTIFIED BY HORSEPOWER OR KW, OPERATING AMPERAGE, REQUIRED VOLTAGE AND PHASE REQUIREMENTS, AND MANUFACTURERS SUGGESTED OVERCURRENT CIRCUIT PROTECTION DEVICE SIZE AND MINIMUM CIRCUIT AMPACITY SIZE. WHERE THE ELECTRICAL REQUIREMENTS SUBMITTED FOR MECHANICAL EQUIPMENT DIFFERS FROM THE BRANCH CIRCUITRY SHOWN ON THE ELECTRICAL DRAWINGS (WHEN USING THE BASIS OF DESIGN UNIT LISTED IN THE MECHANICAL SCHEDULES/SPECIFICATIONS OR A SIMILAR UNIT), THE SAME SIZE FROM LISTED ALTERNATE MANUFACTURERS, THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS TO THE BRANCH CIRCUITRY PER THE CURRENT NEC AT NO ADDITIONAL COST TO THE OWNER. WHEN CHANGES ARE MADE TO POWER REQUIREMENTS FOR EQUIPMENT DUE TO OWNER, ARCHITECT/ENGINEER APPROVED VALUE ENGINEERING CHANGES TO EQUIPMENT, THE COST MUST BE INCLUDED IN THE VALUE ENGINEERING OVERALL CHANGE ORDER COST. COSTS DUE TO ADJUSTMENTS TO BRANCH CIRCUITRY TO ACCEPT THE NECESSARY ENGINEERING CHANGES WILL NOT BE ALLOWED AFTER THE OVERALL VALUE ENGINEERING CHANGE ORDER HAS BEEN APPROVED. IN A CASES, POWER WIRING REQUIREMENTS FOR MECHANICAL EQUIPMENT MUST BE PROVIDED TO THE ENGINEER BEFORE OR AT THE SAME TIME AS THE SHOP DRAWINGS FOR THE ELECTRICAL DISTRIBUTION GEAR OR EQUIPMENT. IN NO CASE SHALL THE ELECTRICAL DISTRIBUTION GEAR OR EQUIPMENT BE ORDERED OR BRANCH CIRCUITRY ROUGHED IN PRIOR TO ENGINEER REVIEW AND COMMENT ON THIS DOCUMENT. ANY EQUIPMENT ORDERED OR BRANCH CIRCUITRY ROUGHED IN ON THE JOBSITE WITHOUT THIS REVIEW AND COMMENT WILL BE TOTALLY AT THE CONTRACTORS RISK.

SECTION B: BASIC MATERIALS

1. ALL CONDUCTORS USED FOR 600 VOLTS OR LESS SHALL BE HIGH GRADE COPPER CONDUCTORS WITH 75 DEGREE C, THIN OR THIN THERMOPLASTIC INSULATION. MEDICAL GRADE MC CABLE SHALL BE PERMITTED. ALL CONDUCTORS SHALL BE MADE IN THE USA. ALL CONDUCTORS ROUTED IN UNDERGROUND CONDUIT SHALL BE RATED FOR WET LOCATIONS.

2. ALL INTERIOR 120 VOLT, 20 AMP POWER AND LIGHTING WIRING SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING. MC CABLE SHALL BE ALLOWED WITH EMT HOMERUNS AND HOSPITAL GRADE MC CABLE SHALL BE ALLOWED IN ALL PATIENT CARE AREAS WITH EMT HOMERUNS. FOR ALL INTERIOR CIRCUITS UNLESS OTHERWISE NOTED, POWER CIRCUITS FOR HVAC EQUIPMENT SHALL BE IN ELECTRICAL METALLIC CONDUIT. ALL CONDUIT SHALL BE SUPPORTED FROM BUILDING STRUCTURE. IT SHALL NOT BE SUPPORTED FROM DUCTWORK, PIPING, CEILING GRID OR CEILING GRID SUPPORTS, OR ANY OTHER NON-STRUCTURAL ITEM. CONDUIT SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC. CONDUIT IN EXPOSED STRUCTURE AREAS SHALL BE EMT, GALVANIZED RIGID STEEL CONDUIT SHALL BE USED IN AREAS WHERE IT WILL BE EXPOSED TO PHYSICAL DAMAGE.

3. CONDUIT UNDERGROUND SHALL BE SCHEDULE 40 PVC. IF MORE THAN ONE CONDUIT IS PROVIDED IN A SINGLE TRENCH, THE CONDUIT SHALL BE RACKED WITH SPACERS EVERY FOUR FEET TO MAINTAIN A MINIMUM SPACING BETWEEN CONDUIT OF TWO INCHES. BACKFILL USED FOR UNDERGROUND INSTALLATIONS SHALL BE FREE OF FOREIGN MATTER, WHERE EXPOSED TO WEATHER, CONDUIT SHALL BE GALVANIZED RIGID STEEL OR INTERMEDIATE METALLIC CONDUIT. THE CONDUIT SHALL BE TERMINATED WITH LISTED FITTINGS AND ALL CONDUIT ENDS SHALL BE REAMED AND SMOOTH. ALL CONDUIT ENDS IN BOXES SHALL BE PROVIDED WITH INSULATED BUSHINGS.

4. A #2 INSULATED COPPER GROUND CONDUCTOR SHALL BE INCLUDED IN ALL BRANCH CIRCUITS RATED 20 AMPERES. ALL OTHER CIRCUITS AND FEEDERS WILL BE PROVIDED WITH AN INSULATED COPPER CONDUCTOR SIZED AS NOTED OR IN ACCORDANCE WITH THE NEC, WHICHEVER IS GREATER.

5. THE MINIMUM SIZE OF ALL CONDUCTORS NOT OTHERWISE INDICATED IS #12 AND THE MINIMUM SIZE OF ALL CONDUIT UNLESS OTHERWISE INDICATED IS 1/2 IN.

6. ALL JUNCTION BOXES SHALL BE PROVIDED WITH COVERS AND ALL UNUSED OPENINGS SHALL BE PLUGGED. ALL JUNCTION BOXES SHALL BE INDEPENDENTLY SUPPORTED FROM STRUCTURE. COVERS OF BOXES SHALL BE LABELED WITH THE CIRCUIT NUMBER WITH A BLACK PERMANENT MARKER IN 3/4 IN. HIGH LETTERS (LEGIBLE HANDWRITTEN LETTERING IS ACCEPTABLE).

7. ALL OUTLET BOXES SHALL BE SQUARE METAL BOXES. PROVIDE PLASTER RINGS FOR ALL OUTLET BOXES CONTAINING DEVICES TO PROVIDE A FIRM MOUNTING SUPPORT FOR THE DEVICE.

8. ALL CONVENIENCE RECEPTACLES SHALL BE SPECIFICATION GRADE 20 AMP RECEPTACLES AND HOSPITAL GRADE IN PATIENT CARE AREAS. OWNER TO SELECT COLOR. ALL RECEPTACLES ON EMERGENCY POWER SHALL BE RED.

9. ALL LIGHT SWITCHES SHALL BE SPECIFICATION GRADE 20 AMP TOGGLE SWITCHES FULL LOAD RATED FOR TUNGSTEN-HALOGEN LAMPS. OWNER TO SELECT COLOR.

10. PROVIDE FACEPLATES FOR ALL RECEPTACLES AND SWITCHES. COORDINATE STYLE AND COLOR WITH OWNER'S PROJECT MANAGER.

11. PROVIDE BETWEEN 1/2 AND 2 1/4 INCHES OF LIQUID TIGHT FLEXIBLE CONDUIT BETWEEN RIGID CONDUIT AND ANY EQUIPMENT CONTAINING MOTORS. THE FLEXIBLE CONDUIT SHALL BE SUPPORTED TO PREVENT THE CONDUIT FROM RESTING ON THE GROUND OR CONCRETE PAD.

12. PROVIDE WEATHERPROOF RECEPTACLE WITHIN 25 FEET OF EACH PIECE OF EXTERIOR EQUIPMENT. THIS RECEPTACLE SHALL BE MOUNTED HORIZONTALLY WITH METAL RINGED 'IN USE' COVER MOUNTED TO OPEN UP. THIS OUTLET SHALL BE A GFCI RECEPTACLE. THIS RECEPTACLE SHALL BE MOUNTED IN DIE CAST NON-CORRODING METAL BOX.

13. WHEN OUTLETS OR BOXES ARE INDICATED INSTALLED ON OPPOSITE SIDES OF THE SAME WALL, THE CONTRACTOR SHALL ADJUST THE LOCATION TO OFFSET THE OUTLETS WITH A WALL STUD PROVIDING SEPERATION.

SECTION C: DISTRIBUTION EQUIPMENT

1. CONTRACTOR SHALL PROVIDE CONDUCTORS AND CONDUIT FOR ALL FEEDERS IN ACCORDANCE WITH THE PLANS.

2. SEPERATELY MOUNTED CIRCUIT BREAKERS SHALL BE MOUNTED IN NEMA TYPE I ENCLOSURES IN INDOOR APPLICATIONS AND IN NEMA 3R ENCLOSURES IN EXTERIOR OR WET LOCATIONS. ALL CIRCUIT BREAKER ENCLOSURES SHALL BE PROVIDED WITH HINGED COVERS AND PROVISIONS FOR PADLOCKING THE COVERS.

3. ALL EQUIPMENT CONTAINING MOTORS SHALL BE PROVIDED WITH A DISCONNECTING MEANS WITHIN TEN FEET OF THE UNIT UNLESS OTHERWISE NOTED. THIS DISCONNECTING MEANS SHALL AS A MINIMUM BE A NON-FUSED SWITCH OR TOGGLE STARTER SIZED TO MATCH THE EQUIPMENT. PROVIDE OTHER DEVICES AS NOTED ON THE PLANS. PROVIDE NEMA TYPE ENCLOSURES INDOORS AND NEMA 3R OUTDOORS.

4. PROVIDE GFCI CIRCUIT BREAKERS AND RECEPTABLES AS INDICATED ON THE PLANS AND IN THESE SPECIFICATIONS. THESE DEVICES SHALL BE CLASS A GFCI DEVICES.

5. PROVIDE PANELS AS SCHEDULED ON PLANS. CIRCUIT BREAKERS SHALL BE THERMAL-MAGNETIC BREAKERS WITH A MINIMUM INTERRUPTING RATING OF 10,000 AIC FOR 120/208V AND 14,000 AIC FOR 277/480V OR AS INDICATED ON THE PLANS. BREAKERS SHALL HAVE 65/75 DEGREE C RATED TERMINATIONS. PANEL NOTED SHALL BE SERVICE ENTRANCE RATED. MOUNT PANELS WITH TOP OF PANEL 4 FT. ABOVE FLOOR. PROVIDE 3/4 IN. GREY PAINTED PLYWOOD BACKBOARD FOR ALL PANELS SECURED TO WALL WITH 1/4 IN. TOGGLE BOLTS. PANEL MANUFACTURERS: SQUARE D, GE, SEMENS, AND CUTLER HAMMER. ALL CURRENT CARRYING PARTS SHALL BE COPPER.

6. SYSTEM COORDINATION: THE MANUFACTURER OF THE PANELBOARDS SHALL PROVIDE SERIES RATED EQUIPMENT BASED ON UL LISTED TEST RESULTS. THE CONTRACTOR SHALL VERIFY THE AVAILABLE SHORT CIRCUIT CURRENT AT THE SERVING TRANSFORMER.

7. PROVIDE EACH PANELBOARD WITH A TYPEWRITTEN CIRCUIT BREAKER DIRECTORY CARD INSIDE A PLASTIC COVERING EVERY CIRCUIT AND CIRCUIT MODIFICATION SHALL BE LEGIBLY IDENTIFIED AS TO ITS CLEAR, EVIDENT AND SPECIFIC PURPOSE OR USE. THE IDENTIFICATION SHALL INCLUDE SUFFICIENT DETAIL TO ALLOW EACH CIRCUIT TO BE DISTINGUISHED FROM ALL OTHERS. THE DIRECTORY AND COVERING SHALL BE LOCATED INSIDE A STEEL FRAME PROVIDED INSIDE THE DOOR OF EACH PANELBOARD. THE DIRECTORY SHALL BE TYPED TO IDENTIFY THE LOAD FED BY EACH CIRCUIT BREAKER AND THE AREAS SERVED.

8. PROVIDE NAMEPLATES FOR ALL PANELBOARDS, DISCONNECT SWITCHES, ENCLOSED CIRCUIT BRKERS, COMBINATION STARTERS, CONTACTORS, AND ALL OTHER ELECTRICAL DISTRIBUTION EQUIPMENT PANELS. MOUNT NAMEPLATES ON EXTERIOR OF THE DOOR OF ALL SURFACE MOUNTED PANELS AND EQUIPMENT NAME PLATES SHALL BE LAMINATED PLASTIC FASTENED WITH 3/16 IN. HIGH WHITE LETTERS ETCHED ON BLACK BACKGROUND. NAME PLATES SHALL BE INSTALLED PARALLEL TO EQUIPMENT LINES. THE NAME OR USAGE OF EACH DEVICE OR BRANCH CIRCUIT SHALL BE ETCHED IN THE NAMEPLATE. CONTRACTOR TO COORDINATE EXACT EQUIPMENT IDENTIFICATION WITH THE OWNER. SECURE NAMEPLATES VIA EPOXY GLUE.

SECTION D: LIGHTING

1. TYPES AND SPECIFIC REQUIREMENTS ARE PROVIDED ON THE LIGHTING FIXTURE SCHEDULE ON THE PLANS. ALL LIGHT FIXTURES SHALL BE PROVIDED WITH LAMPS, DRIVERS, BALLASTS, AND FULLY FUNCTIONING AT COMPLETION OF PROJECT.

2. ALL LED FIXTURES SHALL BE UL LISTED AND HAVE A MINIMUM OF 5 YEAR ON-SITE REPLACEMENT WARRANTY FOR DEFECTIVE OR NON-STARTING LED SOURCE ASSEMBLIES. DRIVERS, AND FOR LUMINAIRES EXHIBITING INADEQUATE LUMEN OUTPUT, IT SHALL COVER MATERIAL, FIXTURE FINISH, WORKMANSHIP, AND SHIPPING. ON-SITE REPLACEMENT SHALL INCLUDE TRANSPORTATION, REMOVAL, AND INSTALLATION OF NEW FIXTURE.

3. RATED LUMINAIRE WATTAGE SHALL BE ACTUAL, ACCOUNTING FOR ANY REDUCTION IN EFFICIENCY DUE TO SUB-OPTIMAL LOADING OF DRIVERS.

4. DRIVERS SHALL BE CAPABLE OF ACCEPTING THE VOLTAGE INDICATED ON THE LIGHTING FIXTURE SCHEDULE AND CAPABLE OF DIMMING IF REQUIRED. DRIVERS SHALL HAVE A CLASS A RATING, TOTAL HARMONIC DISTORTION OF LESS THAN 20%, AND SHALL NOT CONTAIN ANY POLYCHLORINATED BIPHENYL (PCB).

5. ALL LED FIXTURES SHALL BE TESTED TO IES LM-79 AND IES LM-80 STANDARDS. OUTDOOR FIXTURES SHALL BE IP65 RATED. LED'S, DRIVERS AND ALL COMPONENTS SHALL HAVE A SYSTEM LIFE TIME OF 50,000 HOURS OR MORE AT 25 DEGREES CELSIUS AND SHALL MAINTAIN A MINIMUM OF 85% OF INITIAL LUMEN OUTPUT AFTER 55,000 HOURS OF OPERATION. LED'S SHALL HAVE COLOR RENDERING INDEX (CRI) OF 80 OR GREATER.

6. ALL RECESSED FIXTURES IN LAY IN TYPE CEILINGS SHALL BE PROVIDED WITH GRID CLIPS TO FASTEN FIRMLY TO CEILING SUPPORT GRID. THE CEILING GRID SHALL BE SUPPORTED AT EACH CORNER OF A FIXTURE.

7. CONNECTION TO ALL FIXTURES IN LAYIN CEILING SHALL BE BY FLEXIBLE CONDUIT OF FOUR TO SIX FEET IN LENGTH. A GROUND CONDUCTOR WILL BE INCLUDED WITH THE CONNECTION.

8. ALL LENSES ON FIXTURES SHALL BE 0.25 INCH THICK MINIMUM. ALL HOUSINGS SHALL BE 22 GAUGE STEEL MIN. AND HAVE A POST FABRICATION HIGH REFLECTIVE WHITE FINISH.

SECTION E: FIRE ALARM SYSTEM

1. ACCEPTABLE MANUFACTURERS NOTIFIER, FIRE LITE, EDWARDS, SIMPLEX, OR SILENT KNIGHT.

2. PROVIDE AN EXTENSION OF EXISTING ALARM SYSTEM FOR THIS PROJECT.

3. THE MAIN PANEL IS EXISTING. FIELD VERIFY.

4. NEW DEVICES SHALL BE PROVIDED WITH RECESSED METAL BOXES. ALL DEVICES SHALL BE MOUNTED FLUSH WITH WALL EXCEPT FOR PULL STATIONS WHICH SHALL BE SEMI-FLUSH.

5. NEW HORN/STROBE DEVICES SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. THE SPEAKER SHALL PRODUCE A SOUND LEVEL OF 90 DECIBELS AND THE STROBE SHALL PRODUCE A FLASHING PULSE OF LIGHT OF 75 CANDELLA.

6. STROBE DEVICES SHALL PRODUCE A FLASHING PULSE OF LIGHT OF 75 CANDELLA.

7. NEW PULL STATIONS SHALL BE NON-GLASS-BREAK TYPE AND KEYED THE SAME AS THE FIRE ALARM PANEL.

8. THE SMOKE DETECTORS SHALL BE THE PHOTOELECTRIC TYPE POWERED FROM THE MAIN FIRE ALARM PANEL.

9. THE GENERAL BUILDING ALARM WILL SOUND WHEN ACTIVATED AT THE CONTROL PANEL BY SMOKE OR HEAT DETECTORS, OR BY A PULL STATION. ALARM WILL ALSO SOUND WHEN ACTIVATED BY A DUCT SMOKE DETECTOR.

10. THE MAIN PANEL SHALL PROVIDE INDICATION OF EACH INITIATING DEVICE LOCATION FOR ALARM, TROUBLE AND SUPERVISORY CONDITIONS. THE PANEL SHALL HAVE LAMP TEST, ALARM SILENCE, TROUBLE AND SUPERVISORY SILENCE, SYSTEM RESET, AND ALARM INITIATE CONTROLS. THE PANEL SHALL ALSO INDICATE VOLTAGE AND BATTERY TEST. THE PANEL SHALL ALSO INCLUDE AN LCD DISPLAY. PANEL SHALL BE IN A SURFACE MOUNTED ENCLOSURE WITH LOCKABLE, SEE THROUGH, HINGED FRONT COVER.

SECTION F: TELEPHONE/DATA SYSTEMS

WORK INCLUDED:

1. PROVIDE IN EMT FROM EACH OUTLET TO ABOVE 12 INCHES ABOVE ACCESSIBLE CEILING. PROVIDE 4 IN. SQUARE BACKBOX WITH SINGLE GANG PLASTER RING FOR EACH TELEPHONE/DATA OUTLET. ALL CONDUIT SHALL BE CONCEALED. PROVIDE FACEPLATE WITH MODULAR JACKS. PROVIDE PULL STRING IN ALL EMPTY CONDUITS.

ELECTRICAL LEGEND

LIGHTING AND POWER	
	CONDUIT RUN CONCEALED ABOVE CEILING OR IN WALL, HASH MARKS INDICATE NUMBER OF CONDUCTORS (3 CONDUCTORS UNLESS SHOWN).
	CONDUIT RUN CONCEALED BELOW FLOOR SLAB, OR UNDERGROUND.
	HOMERUN TO PANELBOARD, LETTER OR LETTERS INDICATE PANELBOARD. NUMBERS INDICATES CIRCUIT NUMBERS.
	LIGHT FIXTURE, SEE SCHEDULE FOR MOUNTING AND TYPE.
	DUPLEX CONVENIENCE OUTLET, 18 IN. ABOVE FLOOR UNLESS OTHERWISE NOTED.
	DUPLEX CONVENIENCE OUTLET, 8 IN. ABOVE COUNTER TOP OR 42 IN. MOUNTING HEIGHT.
	QUADRUPLEX CONVENIENCE OUTLET, 18 IN. ABOVE FLOOR UNLESS OTHERWISE NOTED.
	DUPLEX CONVENIENCE OUTLET, GFI TYPE, 18 IN. MOUNTING HEIGHT. "WP" WHERE SHOWN INDICATES WEATHERPROOF. PROVIDE METAL IN-USE WEATHERPROOF COVERPLATE.
	DUPLEX CONVENIENCE OUTLET, GFI TYPE, MOUNTED 8 INCHES ABOVE COUNTER OR AT 42 IN. ABOVE FLOOR.
	SINGLE POLE TOGGLE SWITCH, 42 IN. ABOVE FLOOR.
	THREE OR FOUR WAY SWITCH AS INDICATED, 42 IN. MOUNTING HEIGHT.
	0-10 VOLT SLIDE TYPE DIMMER, 42 IN. ABOVE FLOOR.
	THREE WAY, 0-10 VOLT SLIDE TYPE DIMMER, 42 IN. ABOVE FLOOR.
	PANELBOARD, SEE SCHEDULE.
TELEPHONE/DATA/ SYSTEMS (RACEWAY ONLY)	
	COMBINATION COMPUTER AND TELEPHONE OUTLET, 18 IN. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
LIGHTING CONTROL SENSORS	
	COMBINATION PASSIVE INFRARED AND ULTRASONIC OCCUPANCY SENSOR WITH 360 DEGREES OF COVERAGE (WATT STOPPER, GREENGATE, NOVITAS). ("V" INDICATES VACANCY SENSOR.)
	PASSIVE INFRARED SENSOR (WATT STOPPER "WPIR", GREENGATE, NOVITAS).
	ULTRASONIC OCCUPANCY SENSOR (WATT STOPPER "WT-2250", GREENGATE, NOVITAS).
FIRE ALARM SYSTEM	
	FIRE ALARM SIGNAL, HORN AND FLASHING LIGHT, 80 IN. MOUNTING HEIGHT.
	FIRE ALARM STROBE LIGHT, 6 FT.-8 IN. MOUNTING HEIGHT.
	FIRE ALARM PULL STATION, WALL MOUNTED 42 IN. ABOVE FLOOR.

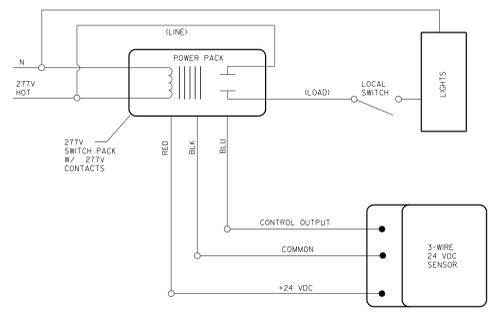
NOTE: ALL MOUNTING HEIGHTS ARE FROM FINISHED FLOOR TO CENTERLINE OF OUTLET OR DEVICE.

LIGHTING FIXTURE SCHEDULE

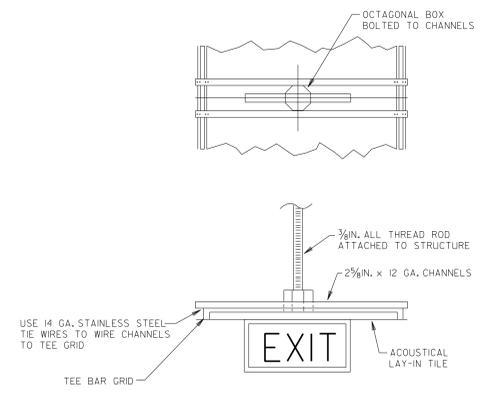
TYPE	DESCRIPTION	MANUFACTURER
A	2 FT. X 4 FT. RECESSED EDGE LIT FLAT PANEL; ALUMINUM FRAME CONSTRUCTION; SATIN WHITE LENS FOR FULLY LUMINOUS APPEARANCE LAMP: LED, 4800 LUMENS MINIMUM, 47 WATTS, 3500 DEGREE K DRIVER: UNV. VOLT	LITHONIA "EPANL" SER., METALUX "FP" SER., DRACILE FPL SERIES
B	2 FT. X 4 FT. RECESSED CONTEMPORARY LOW PROFILE ARCHITECTURAL TROFFER WITH ACRYLIC CENTER LENS AND MATTE WHITE POWDER PAINT REFLECTOR; STANDARD 0-10 DIMMING. LAMP: LED, 4800 LUMENS MINIMUM, 45 WATTS, 3500 DEGREE K DRIVER: UNV. VOLT	LITHONIA "BLT" SER., COLUMBIA "LCAT" SER., METALUX "CRUZE ST" SER.
C	COMMERCIAL DOWNLIGHT, RECESSED SELF FLANGED, 6 IN. APERTURE CLEAR SPECULAR LOW IRIDESCENT REFLECTOR; NET LISTED. LAMP: LED, 2000 LUMENS, 23 WATTS, 3500 DEGREE K DRIVER: UNV. VOLT	LITHONIA "LON6" SER., PRESQUITE "LFLEGD" SER., PORTFOLIO "LD6B" SER., CRE "SOL 6" SER., ELITE HH6
	LED THERMOPLASTIC EXIT, IMPACT/SCRATCH RESISTANT AND CORROSION PROOF; TOP, END, OR BACK MOUNTING STANDARD. (PROVIDE 90 MIN. BACK-UP BATTERY).	COMPASS "CE" SER., LITHONIA "LHDM LED" SER., SURELITES "LFX" SER.,
	LED (2) L5W BALLAST UNV. VOLT	
	LED 2 HEAD EMERGENCY UNIT, LOW PROFILE CONTEMPORARY DESIGN WITH THERMOPLASTIC HOUSING, IMPACT RESISTANT. (PROVIDE 90 MIN. BACK-UP BATTERY).	COMPASS "DU2" SER., LITHONIA "ELM2" SER., LIGHT ALARMS "LCAT" SER., SURELITES "SELI7"
	ARCHITECTURAL LOW PROFILE OUTDOOR LED AC/EMERGENCY UNIT, SELF DIAGNOSTICS STANDARD. (PROVIDE 90 MIN. BACK-UP BATTERY).	EMERGENCY "DBEL ACEM" SER., COMPASS "CLW" SER., LITHONIA, LIGHT ALARMS CAMRAY
	LAMP: LED (2) 3W BALLAST UNV. VOLT	

LIGHTING FIXTURE SCHEDULE NOTES:

1. CONTRACTOR TO VERIFY ALL VOLTAGES, GRID AND CEILING TYPES WITH THE ARCHITECT AND COORDINATE FIXTURE DIMENSION SIZE TO ENSURE A PROPER FIT IN ALL CEILING TYPES PRIOR TO ORDERING.



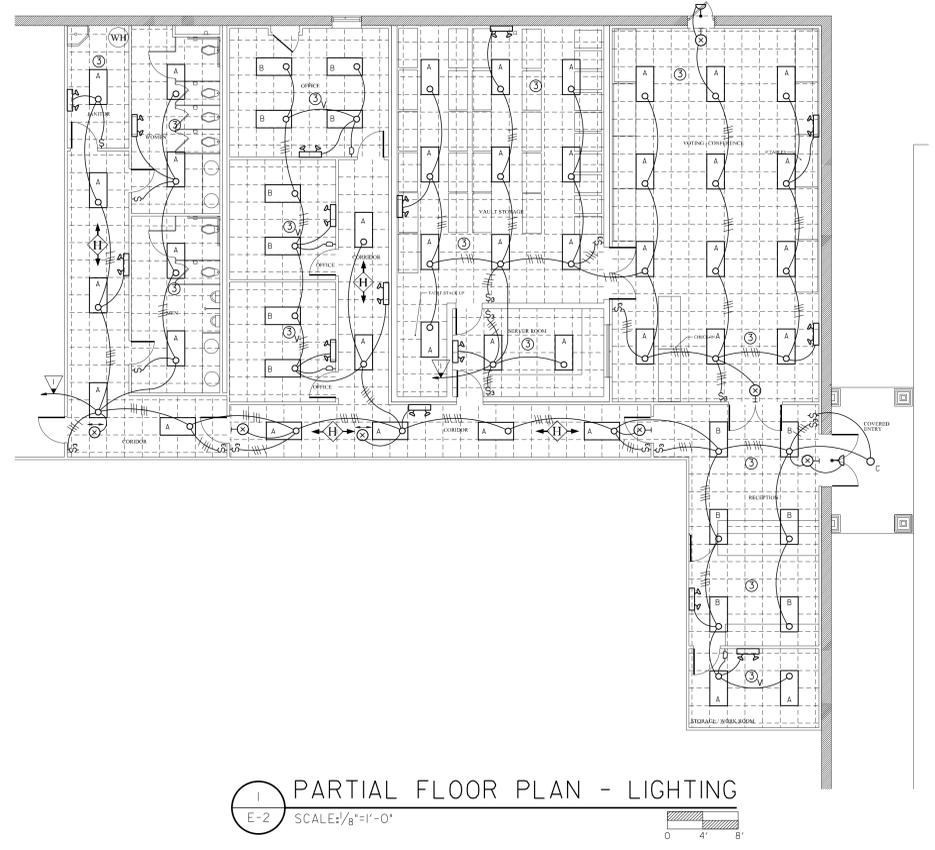
2 SCHEMATIC WIRING DIAGRAM -
E-2 SENSOR CONTROL - LIGHTING
NOT TO SCALE



3 EXIT LIGHT MOUNTING DETAIL
E-2 NOT TO SCALE (SHEET E-12 ONLY)

- GENERAL NOTES:**
- THIS PLAN INDICATES AREAS TO BE CONTROLLED BY MOTION SENSORS. SINCE COVERAGES AND DEVICES VARY BETWEEN MANUFACTURERS IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE PROPER DEVICE LOCATION, ORIENTATION AND QUANTITIES WITH THE MANUFACTURER OF THE SYSTEM BEING INSTALLED TO MEET THE SPECIFIED CRITERIA.
 - ALL AREAS OF THIS PLAN REQUIRE OCCUPANCY SENSOR COVERAGE EXCEPT FOR AREAS NOT UNDER CONSTRUCTION; SEE LIGHTING SENSOR LEGEND ON THIS SHEET.
 - THERE ARE NO SWITCHPACKS SHOWN ON THIS PLAN. PROVIDE SWITCHPACKS AS REQUIRED WITH SENSORS. SWITCHPACKS ARE TO BE RATED AT 20A. PROVIDE ONE SWITCHPACK PER 20A LIGHTING CIRCUIT OR PER INDIVIDUAL AREA BEING CONTROLLED. SEE DETAIL 2/E-3.
 - CEILING SENSORS ARE TO BE MOUNTED AWAY FROM ANY STRONG AIRFLOW. COORDINATE LOCATION OF SENSOR WITH MECHANICAL AND LIGHTING PLANS.
 - ALL SENSORS SHALL BE CEILING MOUNTED EXCEPT WHERE CEILING HEIGHTS EXCEED 15 FT.-0 IN. PROVIDE SENSOR WITH ADAPTOR PLATE FOR JUNCTION BOX MOUNTING. JUNCTION BOX SHALL BE CONCEALED ABOVE ACCESSIBLE CEILING. JUNCTION BOX SHALL BE SUPPORTED FROM STRUCTURE UTILIZING A 3/8 IN. THREADED ROD. WHERE CEILING HEIGHTS EXCEED 15 FT.-0 IN. WALL MOUNT SENSORS AT 12 FT.-0 IN.
 - PROVIDE UNSWITCHED HOT CONDUCTOR TO ALL EMERGENCY AND EXIT LIGHTS.

- KEYED NOTES:** (THIS SHEET ONLY)
- ROUTE TO NEAREST EXISTING 480V/277V PANEL. UTILIZE ALL EXISTING 20A/1P BREAKERS. PROVIDE NEW BREAKERS TO MATCH EXISTING AS REQUIRED.



1 PARTIAL FLOOR PLAN - LIGHTING
E-2 SCALE: 1/8"=1'-0"

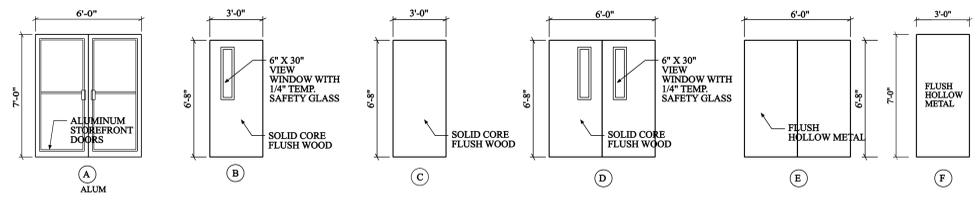
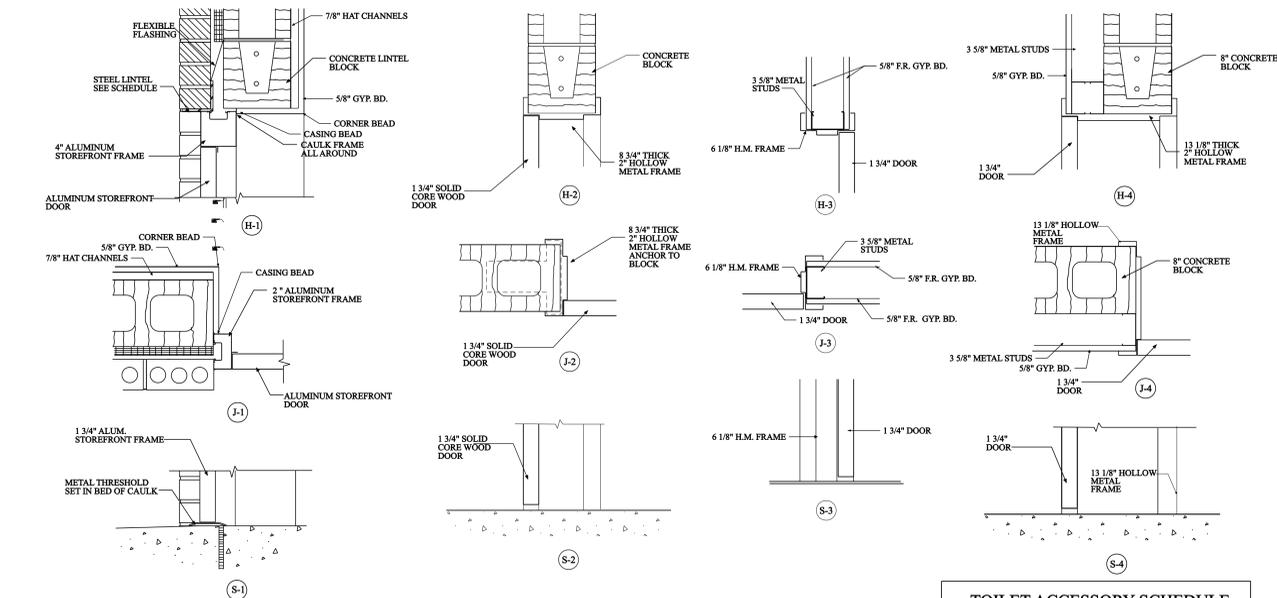


SPACE NO.	SPACE NAME	BASE	FLOOR	WAINSCOT	WALLS				CEILING	CEILING HEIGHT	REMARKS
					NORTH	EAST	SOUTH	WEST			
100	RECEPTION	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	10'-0"	
101	STORAGE / WORK ROOM	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
102	VOTING / CONFERENCE	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	10'-0"	
103	VAULT STORAGE	VINYL	VCT	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
104	SERVER ROOM	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
105	CORRIDOR	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
106	OFFICE	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
107	OFFICE	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
108	CORRIDOR	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
109	OFFICE	VINYL	CARPET	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
110	CORRIDOR	VINYL	VCT	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
111	MEN	CERAMIC TILE	CERAMIC TILE	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
112	WOMEN	CERAMIC TILE	CERAMIC TILE	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	
113	IANTOR	VINYL	VCT	NONE	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	PAINTED GYPSUM BD.	2 X 2 ACOUSTICAL TILE	9'-0"	

DOOR NO.	DOOR SIZE	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	HEAD DETAIL	JAMB DETAIL	SILL DETAIL	FIRE RATING	FRAME THICKNESS	DOOR SIGN	REMARKS
1	PR. 3'-0" X 7'-0" X 1 3/4"	A	FACTORY	1	FACTORY	H-1	J-1	S-1		4"		
2	3'-0" X 6'-8" X 1 3/4"	B	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
3	PR. 3'-0" X 6'-8" X 1 3/4"	D	STAIN	3	PAINT	H-3	J-3	S-3		6 1/8"		
4	3'-0" X 6'-8" X 1 3/4"	B	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
5	PR. 3'-0" X 6'-8" X 1 3/4"	E	PAINT	3	PAINT	H-4	J-4	S-4		13 1/8"		
6	3'-0" X 7'-0" X 1 3/4"	F	PAINT	EXISTING	PAINT	H-3	J-3	S-3		6 1/8"		
7	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-2	J-2	S-2		8 3/4"		
8	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-4	J-4	S-4		13 1/8"		
9	3'-0" X 6'-8" X 1 3/4"	B	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
10	3'-0" X 6'-8" X 1 3/4"	B	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
11	3'-0" X 6'-8" X 1 3/4"	B	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
12	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
13	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-3	J-3	S-3	45 MINUTE	6 1/8"		
14	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"	MEN	
15	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"	WOMEN	
16	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-3	J-3	S-3		6 1/8"		
17	3'-0" X 6'-8" X 1 3/4"	C	STAIN	2	PAINT	H-3	J-3	S-3	45 MINUTE	6 1/8"		

ACOUSTICAL CEILING TILE
 ARMSTRONG DUNE - 1775 CEILING TILE
 MATCH EXISTING IN PHASE 1 CONSTRUCTION

NOTE: FIRE EXTINGUISHERS SHALL BE 10 LB ABC. RECESSED CABINETS SHALL BE EQUAL TO LARSEN'S CAMEO SERIES WITH CLEAR BUBBLE DOOR.



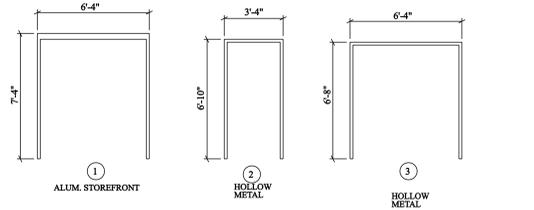
DOOR ELEVATIONS SCALE 1/4" = 1'-0"

FLOOR COVERING ALLOWANCES

INCLUDE A UNIT COST OF \$25 PER YARD FOR THE PURCHASE OF AND INSTALLATION OF CARPET. THIS ALLOWANCE INCLUDES ALL MATERIAL, SALES TAX, INSTALLATION, GLUE AND ACCESSORIES. PROVIDE RUBBER BASE EQUAL TO ROPPE TYPE TS

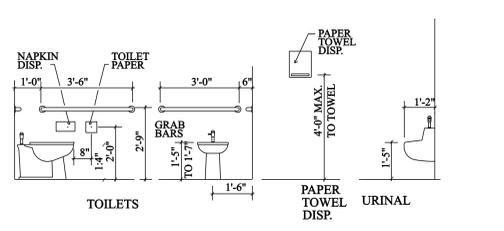
INCLUDE A UNIT COST OF \$10 PER SQ. FT. FOR THE PURCHASE OF AND INSTALLATION OF FLOOR TILE. THIS ALLOWANCE INCLUDES ALL MATERIAL, SALES TAX, INSTALLATION, GLUE, GROUT AND ACCESSORIES

ALL INTERIOR GLASS IS 1/4" TEMPERED SAFETY GLASS
 ALL HOLLOW METAL DOORS AND FRAMES SHALL BE 16 GA. EQUAL TO STEELCRAFT.
 ALL WOOD DOORS SHALL BE PLAIN SLICED RED OAK, 7 PLY CONSTRUCTION WITH FACTORY FINISH
 ALL DOOR VIEW WINDOW FRAMES SHALL BE EQUAL TO ANEMOSTAT DOOR PRODUCTS IN BRONZE BAKED ENAMEL FINISH.



DOOR FRAME ELEVATIONS SCALE 1/4" = 1'-0"

HEAD, JAMB & SILL DETAILS SCALE 1 1/2" = 1'-0"



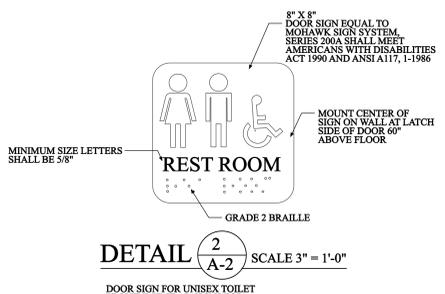
TYPICAL ADA MOUNTING HEIGHTS SCALE 3/8" = 1'-0"

TOILET ACCESSORY SCHEDULE

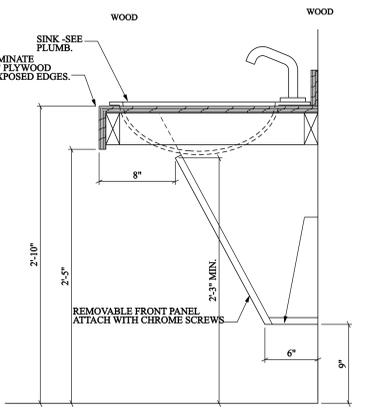
STAINLESS STEEL SURFACE MOUNTED PAPER TOWEL DISPENSERS SHALL BE AMERICAN SPECIALTIES MDL. NO.0210
 WASTE RECEPTACLES SHALL BE AMERICAN SPECIALTIES NO. 0812
 SEE PLANS FOR LOCATIONS
 AT EACH SINK LOCATION SHALL BE ONE (1) SURFACE MOUNTED STAINLESS STEEL LIQUID SOAP DISPENSER. AMERICAN SPECIALTIES MDL. NO. 0343
 ABOVE EACH SINK LOCATION SHALL BE ONE STAINLESS STEEL FRAMED MIRROR. AMERICAN SPECIALTIES MDL. NO. 0600
 AT EACH TOILET SHALL BE ONE (1) SURFACE MOUNTED SINGLE ROLL TOILET TISSUE HOLDER. AMERICAN SPECIALTIES MDL. NO. 0710
 AT WOMEN'S TOILETS SHALL BE ONE SURFACE MOUNTED SANITARY NAPKIN DISPOSAL. AMERICAN SPECIALTIES MDL. NO. 0852
 AT EACH TOILET IN EACH HANDICAPPED TOILET STALL SHALL BE TWO (2) 1 1/2" DIA. GRAB BARS. AMERICAN SPECIALTIES SERIES NO. 3800. SEE PLANS FOR LOCATIONS
 AT EACH MEN'S AND WOMEN'S TOILET PROVIDE ONE BABY CHANGING STATION. AMERICAN SPECIALTIES MDL. NO. 9012
 SEE PLANS FOR LOCATIONS

PAINTING SCHEDULE

EXTERIOR:
 Ferrous Metals
 One Coat: (S-W) B50N2 Ken Kromik Metal Primer
 Two Coats: (S-W) B-54 Exterior Gloss Enamel
 Galvanized Metals
 One Coat: (S-W) B50W3 Galvite
 Two Coats: (S-W) B-54 Exterior Gloss Enamel
 INTERIOR:
 Steel
 One Coat: (S-W) DTM Acrylic Primer
 Two Coats: (S-W) DTM Acrylic Finish Coating
 Galvanized Metals
 One Coat: (S-W) B50W3 Galvite
 Two Coats: (S-W) A-40 Classics 99 Semi-Gloss
 Wood (Painted)
 One Coat: (S-W) B49W2 Enamel Undercoater
 Two Coats: (S-W) A-40 Classic 99 Semi-Gloss
 Wood (Stain finish) Wood doors, Cabinetwork
 One Coat: (S-W) A48 Interior Stain
 One Coat: Varnish sand and sealer
 One Coat: (S-W) A67V1 Marvethane Gloss
 One Coat: (S-W) A67F1 Marvethane Satin
 Gypsum Board
 One Coat: (S-W) B28W1 Primer Sealer
 Two Coats: (S-W) Classic 99 Flat Latex



DETAIL 2 A-2 SCALE 3" = 1'-0"



DETAIL 1 A-2 SCALE 1 1/2" = 1'-0"

TYP. COUNTERS IN TOILETS

GYPSUM BOARD INSTALLATION:
 A. Gypsum board shall be installed at locations noted on drawings.
 B. Gypsum board shall be secured to wood studs at 8" o. c. at joints and 12" o. c. in field. Drive screws 3/8 inch from ends or edges of board to provide a uniform dimple 1/32 inch deep.
 C. Gypsum board shall be taped, sanded and ready to receive specified finish.
 D. Casing beads shall be installed where gypsum board abuts other material.
 E. Corner beads shall be installed at all outside corners.
 F. Install wall partition boards horizontally.
 G. Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a tight contact at edges and ends with not more than 1/16" inch open space between boards. Do not force into place.
 H. Locate end joints over supports. Position boards so that like edges abut, tapered edges against tapered edges and mill-cut or field-cut ends against mill-cut or field-cut ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions.
 I. Provide sound attenuation blankets in all interior gypsum board/wood stud walls. Extend from both plate to top plate. Sound attenuation blankets shall be snug fit at joints, against wood studs and at penetrations of pipes thru wall, leaving no open areas. Provide sound attenuation blankets in gypsum board walls of plumbing chases.
 J. Provide corner guard at all outside corners of gypsum board walls. Bottom at 4" above finish floor. Secure to wall with 3 chrome plated screws on each leg.
 K. Provide control joints in wallboard where length of wall exceeds 30 feet. Control joints shall cut wallboard from top to bottom to control stresses in wallboard. Architect shall approve location of all control joints.
FINISHING GYPSUM BOARD JOINTS:
 A. Provide a Level 4 finish to all gypsum board surfaces in accordance with guidelines and procedures outlined in the United States Gypsum Company Gypsum Construction Handbook.

EXISTING ELECTRICAL

