



**REQUEST FOR PROPOSALS**

**RFP # 15-075**

**Construction Materials Testing – City Center**

City of Sandy Springs  
7840 Roswell Road Suite 500  
Sandy Springs, GA 30350

**Responses are due:**

***June 15, 2015 2:00 p.m.***

and should be delivered to:

City of Sandy Springs  
Purchasing Office  
7840 Roswell Road Suite 500  
Sandy Springs, GA 30350

in hard copy only; electronic or fax Responses will not be accepted.  
Responses received after the deadline or at any other locations will not be accepted.

**Deadline for questions is 5:00 p.m. Wednesday June 3, 2015. Questions received after this date and time may not be answered.**

**Questions must be directed in writing (email) to the  
City of Sandy Springs Purchasing Manager, Jeff Allen,  
via e-mail to:**

**[jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov)**

**RESPONSE SIGNATURE AND CERTIFICATION**

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Response and certify that I am authorized to sign this Response for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Offeror Name Here: \_\_\_\_\_

**OFFEROR'S RFP CONTACT INFORMATION**  
(This Page MUST be Completed and Returned with your response)

FIRM NAME	
FIRM'S MAILING ADDRESS	
CITY	
STATE	
ZIP	
PRIMARY CONTACT NAME	
PRIMARY CONTACT EMAIL ADDRESS	
PRIMARY CONTACT PHONE	
SECONDARY CONTACT NAME	
SECONDARY CONTACT EMAIL ADDRESS	
SECONDARY CONTACT PHONE	

**This form MUST be in your response immediate after your cover letter**

## OFFEROR'S RFP CHECKLIST

### Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. \_\_\_\_\_ **Note the Purchasing Manager's name, address, and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by e-mail to RFP participants.
4. \_\_\_\_\_ **Follow the format required in the RFP** when preparing an RFP Response. Provide point-by-point responses to all sections in a clear and concise manner.
5. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Responses are evaluated based solely on the information and materials provided in response to the RFP.
6. \_\_\_\_\_ **Use the forms provided** with the RFP, if any.
7. \_\_\_\_\_ **Check the City's website for RFP addenda.** Before submitting your Response, check the City's website at <http://www.sandyspringsga.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your Response.
8. \_\_\_\_\_ **Review the RFP document again** to make sure that you have addressed all requirements. Your original Response and the requested copies must be identical and complete. The copies are provided to individuals evaluating Responses and will be used to rank your submittal.
9. \_\_\_\_\_ **Submit your Response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Responses will not be accepted.
10. \_\_\_\_\_ **Complete and return the contact information sheet.**

***This checklist is provided for assistance only and should not be submitted with your Response.***

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## CITY OF SANDY SPRINGS

### Request for Proposals # 15-052 Performing Arts Center Programming and Management Services

#### SECTION 1: BACKGROUND

##### A. Introduction

The City of Sandy Springs ("City" or "Owner") has embarked on one of the most significant projects in its history as a city, which is described as the City Center Project ("Project"). The Project will create a high profile identity, provide a sense of "place," and build upon the strong sense of community that exists within the City. The Project will include a performing arts center ("PAC"), City office and meeting space, a signature public park, retail, multi-family residential, and a combination of subterranean, surface, and structured parking. City Council recently approved a conceptual master plan for the Project, and this solicitation is conducted to procure a Consultant to provide Material Testing Services for the Project, specifically the public components including the PAC, City office and meeting space, signature public park, subterranean surface and structured parking, all associated site work, and all associated roadwork within and surrounding/adjacent to the Project. In addition, coordination with the private components of the Project (residential and retail) will also be required.

##### B. General Information About the City

Located in Atlanta's dynamic metro north and less than an hour from the world's busiest airport, Sandy Springs is the metro area's second largest city and is the sixth largest city in the State of Georgia. The City balances the best of modern southern living: high-rise towers; riding stables; world-class medical centers; national river corridor; international consulates; and neighborhoods that resemble botanical gardens.

In June 2005, residents overwhelmingly voted for incorporation; the first new city in Georgia in fifty (50) years. The City utilizes a public-private partnership model for operations. Aside from public safety (police and fire) and the City Manager's executive staff, general City services are provided by contractors. The success of the privatization model in Sandy Springs continues to attract attention from cities around the U.S. as well as around the globe.

The City's population was estimated at 99,419 by the 2012 Census. Daytime population swells to more than 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, and Intercontinental Exchange (corporate parent of the New York Stock Exchange), and the recent announcement of Mercedes relocation of its corporate headquarters to Sandy Springs. Two of the most traveled arteries in the metro area, I-285 and Georgia 400, cross Sandy Springs, and the City is home to three MARTA rail stations.

##### C. Project Background and Description

The City has decided to procure Construction Materials Testing Services for the public components of the Project. The selected firm will provide all staff, laboratory services and

reporting required to ensure all materials meet specifications. The Project team consists of City Staff, Carter (Program Management), Rosser (Architect), JB+A (Landscape Architect and sub consultant to Rosser), Long Engineering (Civil Engineering Services and sub consultant to Rosser) and Holder Construction (Construction Manager).

## SECTION 2: SCOPE OF WORK

A. *The owner's testing laboratory shall provide special inspection services in accordance with the international building code for the following items and with the schedule of special inspections issued separately.*

1. *Steel construction:*
  - a. *All field welding*
  - b. *High-strength bolting*
  - c. *Inspection of structural steel, bolting. Welding material*
  - d. *Welding of structural steel*
2. *Concrete construction:*
  - a. *Bolts installed in concrete*
  - b. *Concrete shear walls*
  - c. *Concrete work*
  - d. *Continuous inspection of reinforcing steel placing*
  - e. *Epoxy bolts*
  - f. *Formwork*
  - g. *Pre stressed concrete*
  - h. *Pre stressing operation*
  - i. *Pre stressing tendon placement*
  - j. *Reinforcing steel placement*
  - k. *Welding of reinforcing steel*
3. *Masonry construction:*
  - a. *High lift grouting*
  - b. *Masonry work*
4. *Soils:*
  - a. *Prepared earth fill*
  - b. *Deep foundations:*
  - c. *Pier foundations*
5. *Deep foundations:*
  - a. *Pier foundations*
6. *Sprayed fire-resistant materials*
7. *Mastic and intumescent fire-resistant coatings*
8. *Special cases: earth retent10n system / shotcrete work, rock anchors,*

B. *Statement of special inspections*

1. *Special inspection is required for the items listed above. Refer to specification section 014529 for type and extent of each special inspection and each test, the specification also indicates whether continuous or periodic inspection is required for the items listed above additional information.*
2. *Special inspection reports and a final report in accordance with Section 1704.2.4 shall be submitted to the building official prior to the time that phase of the work is approved for occupancy.*

*Detailed Requirements can be found in Exhibits H – K.*

### **SECTION 3: CONTENTS OF RESPONSE**

Response must address each area of the scope of service. In addition responses must clearly and specifically address each of the following points.

1. A brief history of the firm including examples of experience on similar projects.
2. Proposed project manager's name, contact information and resume.
3. The names, contact information and resumes for persons proposed to be on site for the duration of the shoring wall installation through the completion of structure placement/erection.
4. Resumes should include similar projects with an emphasis on projects where proposed team members have experience working together.
5. Discuss the depth of your team. Should a proposed team member become unavailable please include insights into how those roles will be filled.
6. Discuss the availability of proposed team members. Include when they will become available for this project and what percentage of their time is dedicated to this project.
7. Include a narrative of your firm's current workload and your anticipated workload from July 15, 2015 through estimated project completion in December, 2017. Discuss the priority the Sandy Springs project will have within your firm.
8. Present a full list of testing services with unit prices in two ways:
  - a. Test that occur during the day rate period.
  - b. Test that occur with a trip to the site including the technician's labor for the trip.
  - c. Lump Sum Cost for project.
9. Daily and hour rates for the persons proposed to be on site for the duration of the shoring wall installation through the completion of structure placement/erection.
10. Complete schedule of all other services and their associated fees the Offeror feels may be required.

11. Specify your firm's response time once the City or its representative notified your firm that testing is required.

#### **SECTION 4: SUBMISSION OF RESPONSE**

Each Response to this RFP shall address the elements described in the Scope of Work (Section 2) and Contents of Response (Section 3). The Offeror shall describe its approach and experience in each area. The Offeror should carefully review all background materials provided in Section 10 of this RFP.

Responses shall be as succinct as possible while completely providing all requested information. All Responses shall be printed on single sided 8-1/2" X 11" in size or folded to such a size. Font shall be 11 point or larger. Please limit your response to 25 pages not including cover letter, resumes, and City required forms, affidavits and certifications.

All Responses must be in writing delivered to:

City of Sandy Springs  
Purchasing Office  
7840 Roswell Rd. Building 500  
Sandy Springs, GA 30350

All Responses must be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

"RFP 15-075 – CONSTRUCTION MATERIALS TESTING – CITY CENTER"

The name and address of the Offeror must also clearly be marked on the outside of the package.

Please include one (1) unbound original Response clearly marked "Original", ten (10) hard copies, and one digital copy in PDF format saved to a CD or USB flash drive. The original and digital copies are for record keeping purposes. The original should be bound with a binder clip, no staples, binders or paper clips. The digital copy should be medium resolution, generated from the original program, not a scan of a hardcopy.

Submittals are due no later than Monday June 15, 2015 2:00 p.m...

Submissions received after this date and time or at any other location cannot be accepted or considered.

The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.) It is the sole responsibility of the Offeror to submit its Response before the deadline.

Electronic and facsimile submittals will not be accepted.

## SECTION 5: PRE SUBMITTAL INQUIRIES

A question and answer period has been established. All inquiries must be delivered in writing (e-mail to [jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov)) no later than **Wednesday June 3, 2015 5:00 p.m.** After this date, questions may not be answered. Requests for information and questions should be submitted to:

City of Sandy Springs  
Attn: Jeff Allen, Purchasing Manager  
[jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov)

Responses to questions and any additional information relating to this RFP will be posted to the City's website <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities>. Informal verbal communications, or communications by any person other than the Purchasing Manager named in this RFP shall be considered unofficial and the City shall have no responsibility to verify any information that is not contained in this RFP or future addenda.

Please check the website regularly for updates and addenda.

## SECTION 6: GENERAL EVALUATION PROCESS AND CRITERIA

### A. General Information

The RFP will enable the City to gather additional information and identify one or more qualified firms to perform the services described in the Scope of Work. The City will conduct a comprehensive, fair and impartial evaluation of all Responses received. An evaluation team will be established by the City to evaluate the Responses ("Evaluation Committee"). The Evaluation Committee may invite the most qualified Offerors to interview; however, the City retains the right to select only one Offeror and negotiate a contract. The City may also determine that no qualified Responses have been received and reject all Responses.

### B. Interviews

At the City's discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFP, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Selected Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information received by the Evaluation Committee subsequent to the Offeror's Response will be used to further evaluate the short-listed Offerors to determine a rank-order. Final approval of a selected Offeror is subject to the City's Purchasing Policies.

### C. Past Performance – References

The City, at its discretion, may review past performance of the Offeror. Exhibit E of this RFP is a

sample client authorization letter. Offeror shall include three to five reference projects from the past three to five years. Projects shall be a similar scope to the Project.

References should include the following: name of the organization, contact information, description of the project, brief summary of services provided and period of performance. The sample reference letter shall be prepared on the Offeror's letterhead, addressed to the contact at the reference, signed by the Offeror and included with the submittal.

D. Negotiation and Best and Final Offer (as applicable)

1. If the City deems it is in its best interest to retain the services of one or more Offerors, the City reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for overhead and profit on subcontractors, a "not to exceed" contract amount, as well as any other items the City deems appropriate.

2. If negotiations are successful, the City and the highest ranking Offeror will enter into an agreement to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with other Offeror(s).

3. Qualified firms submitting Responses will be required to submit financial statements for a minimum of three recording periods prior to contract award.

4. Separate meetings with more than one Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.

5. Offerors submitting Responses should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best value and offer" for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

E. Evaluation Criteria

1. *Project Understanding*
2. *Past Experience*
3. *Project Manager Qualifications*
4. *Team Qualifications / Experience*
5. *Cost*
6. *Availability of Team Members for Project*

## SECTION 7: SCHEDULE OF EVENTS

Release of RFP – Wednesday May 27, 2015

Deadline for questions – Wednesday June 3, 2015 5:00 p.m.

Publication of Questions and Answers to the City website – Monday June 8, 2015

Responses due – Monday June 15, 2015 2:00 p.m.

Tentative Interviews – Week of June 22, 2015  
Recommendation of firm to City Council – July, 2017  
Tentative Start of Services – September 1, 2015

## SECTION 8: TERMS AND CONDITIONS

All Responses and supporting materials as well as correspondence relating to this RFP become property of the City when received. Any proprietary information contained in the Response should be so indicated; however, a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply:

A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

D. The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

E. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Jeff Allen, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Purchasing Manager: Jeff Allen  
Address: 7840 Roswell Road, Building 500  
Sandy Springs, GA 30350  
E-mail Address: [jallen@sandyspringsga.gov](mailto:jallen@sandyspringsga.gov)

F. The costs for developing and delivering Responses to this RFP and any subsequent presentations of the Response as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of its Response.

G. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Response.

Responses may be returned upon request if unopened;

2. Reject any or all Responses received, make a contract award based directly on the Responses received in the best interest of the City, in its sole discretion, or enter into further discussions with one or more Offerors;

3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Response;

4. Make partial award or no award if it is in the best interest of the City to do so; and

5. Terminate any contract if the City determines adequate funds are not available.

## **SECTION 9: MODEL CONTRACT**

The form of contract ("Model Contract") the City intends to execute with the selected Offeror is included in this RFP as Exhibit G. Offerors are urged to read this Model Contract carefully prior to submitting a Proposal.

In general the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFP. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a Proposal should not be submitted.

The City may deem any Proposal containing contract changes or exceptions non-responsive and reject the Proposal.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror's Proposal, including any amendments, a "best and final offer," and any clarification question responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered.

Prior to award, the apparent selected Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the Proposal may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal written contract (based on the Model Contract) by the City and Offeror. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award.

The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.

## SECTION 10: OTHER RESOURCES

City Center website - <http://sandyspringscitycenter.com/>

### **City Center Construction Schedule (subject to change without notice)**

ID	Task Name	Duration	Start	Finish
1	Project Milestones	686 days	Wed 4/1/15	Fri 12/15/17
2	Issue Mass Grading Package	0 days	Wed 4/1/15	
3	Issue Land Disturbance Permit Package	0 days	Wed 4/1/15	
4	Issue Final Geotechnical Report	0 days	Wed 4/1/15	
5	Issue Deep Foundations Final Package	0 days	Wed 4/8/15	
6	Issue Roads / Foundations / Structure Permit Package	0 days	Wed 7/1/15	
7	GMP Design Package Issued	0 days	Wed 7/1/15	
8	GMP Established	0 days	Tue 9/8/15	
9	GA Power / Site Demo / Environmental. Remediation Work Complete	0 days	Thu 8/27/15	
10	Start Major Construction Work	0 days	Thu 8/27/15	
11	Issue 75% CD Package	0 days	Mon 11/2/15	
12	Issue 100% CD Package	0 days	Mon 2/1/16	
13	West Deck Podium - Complete	0 days	Tue 5/31/16	
14	South Private Development Construction Start	0 days	Wed 6/1/16	
15	PAC Soft Opening	0 days	Mon 9/18/17	
16	PAC Grand Opening	0 days	Fri 12/15/17	

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the company named as Offeror in the foregoing Response; that \_\_\_\_\_, who signed said Response in behalf of the Offeror, was then (title)\_\_\_\_\_ of said company; that said Response was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(Signature)

(Seal)

## **SECTION 11: RFP EXHIBITS**

- EXHIBIT A: CERTIFICATION OF CONSULTANT – DRUG-FREE WORKPLACE
- EXHIBIT B: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)
- EXHIBIT C: AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
- EXHIBIT D: CERTIFICATION OF CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
- EXHIBIT E: SAMPLE CLIENT AUTHORIZATION LETTER
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- EXHIBIT J: STRUCTURAL TESTING AND INSPECTION – 014529
- EXHIBIT K: SCHEDULE OF SPECIAL INSPECTIONS

**RFP EXHIBIT A**

**CERTIFICATION OF CONSULTANT  
DRUG-FREE WORKPLACE**

**CERTIFICATION OF CONSULTANT  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ (“Consultant”), whose address is \_\_\_\_\_ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Consultant’s employees during the performance of the Agreement; and
- (3) Each subcontractor hired by Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Consultant, \_\_\_\_\_ certifies to Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**RFP EXHIBIT B**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**RFP EXHIBIT C**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

**RFP EXHIBIT D**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees

Contractor has:

- \_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- \_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- \_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**RFP EXHIBIT E**  
**SAMPLE CLIENT AUTHORIZATION LETTER**

*Offeror's Name*  
*Offeror's Address*  
*City, State Zip*

*Date:* \_\_\_\_\_

*Client name*  
*Client address*  
*City, State Zip*

*Dear:* \_\_\_\_\_

Our firm *Offeror's Name* is currently responding to the City of Sandy Spring Request for Proposals # 15-052 – Performing Arts Center Programming and Management Services. We would like to use *project name* where our organizations worked together as one of our firm's references.

This letter authorizes your organization to discuss our firm and the Project with the City of Sandy Springs and their representatives.

Thank you for your support.

Sincerely;

**RFP EXHIBIT F**

**INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted

by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.

**RFP EXHIBIT G:  
QUALITY REQUIREMENTS – 014000**

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  - 2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  - 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### **1.4 CONFLICTING REQUIREMENTS**

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### **1.5 ACTION SUBMITTALS**

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### **1.6 INFORMATIONAL SUBMITTALS**

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Entity responsible for performing tests and inspections.
  3. Description of test and inspection.
  4. Identification of applicable standards.
  5. Identification of test and inspection methods.
  6. Number of tests and inspections required.
  7. Time schedule or time span for tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.

#### **1.7 CONTRACTOR'S QUALITY-CONTROL PLAN**

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of Georgia and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

#### 1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials,

observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### **1.11 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections included in the Project Manual., and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

**3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 7300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION**

**RFP EXHIBIT H:  
STATEMENT OF SPECIAL INSPECTIONS – 014010**

# Statement of Special Inspections

Project: **Sandy Springs City Center**  
Location: **237 Johnson Ferry Road, Sandy Springs, GA, 30328**  
Owner: **City of Sandy Springs**

Design Professional in Responsible Charge: **Rosser International, Inc.**

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

- Structural
- Mechanical/Electrical/Plumbing
- Architectural
- Other: \_\_\_\_\_

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *bi-weekly* or  per attached schedule.

Prepared by:



John Bumgardner



January 2015

Date

Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

## Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Soils and Foundations  | <input checked="" type="checkbox"/> Spray Fire Resistant Material         |
| <input checked="" type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction                                |
| <input type="checkbox"/> Precast Concrete                  | <input checked="" type="checkbox"/> Exterior Insulation and Finish System |
| <input checked="" type="checkbox"/> Masonry                | <input checked="" type="checkbox"/> Mechanical & Electrical Systems       |
| <input checked="" type="checkbox"/> Structural Steel       | <input checked="" type="checkbox"/> Architectural Systems                 |
| <input type="checkbox"/> Cold-Formed Steel Framing         | <input type="checkbox"/> Special Cases                                    |

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. <b>Special Inspection Coordinator</b>	<i>TBD – TO BE DETERMINED</i>	
2. Inspector	<i>TBD -</i>	
3. Inspector	<i>TBD – Architectural, fireproofing</i>	
4. Testing Agency	<i>TBD – concrete, steel, masonry</i>	
5. Testing Agency	<i>TBD - MEP</i>	
6. Other		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

## Quality Assurance Plan

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### Quality Assurance for Seismic Resistance

Seismic Design Category *B*  
Quality Assurance Plan Required (Y/N) *N*

Description of seismic force resisting system and designated seismic systems:  
*COMBINED STEEL FRAME AND CONCRETE MASONRY SHEAR WALLS*

### Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust) *90 MPH*  
Wind Exposure Category *B*  
Quality Assurance Plan Required (Y/N) *N*

Description of wind force resisting system and designated wind resisting components:  
*COMBINED STEEL FRAME AND CONCRETE MASONRY SHEAR WALLS*

### Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

## **Qualifications of Inspectors and Testing Technicians**

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The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

### **Key for Minimum Qualifications of Inspection Agents:**

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

#### **American Concrete Institute (ACI) Certification**

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

#### **American Welding Society (AWS) Certification**

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

#### **American Society of Non-Destructive Testing (ASNT) Certification**

ASNT	Non-Destructive Testing Technician – Level II or III.
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#### **International Code Council (ICC) Certification**

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

#### **National Institute for Certification in Engineering Technologies (NICET)**

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

#### **Exterior Design Institute (EDI) Certification**

EDI-EIFS	EIFS Third Party Inspector
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#### **Other**

### Soils and Foundations

Item	Agency # Qualif	Scope
1. Shallow Foundations	PE/GE	<p><i>Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.</i></p> <p><i>Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill</i></p>
2. Controlled Structural Fill	PE/GE	<p><i>Perform sieve tests (ASTM D422 &amp; D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.</i></p> <p><i>Inspect placement, lift thickness and compaction of controlled fill.</i></p> <p><i>Test density of each lift of fill by nuclear methods (ASTM D2922)</i></p> <p><i>Verify extent and slope of fill placement.</i></p>
3. Deep Foundations – n/a	PE/GE	<p><i>Inspect and log pile driving operations. Record pile driving resistance and verify compliance with driving criteria.</i></p> <p><i>Inspect piles for damage from driving and plumbness.</i></p> <p><i>Verify pile size, length and accessories.</i></p> <p><i>Inspect installation of drilled pier foundations. Verify pier diameter, bell diameter, lengths, embedment into bedrock and suitability of end bearing strata.</i></p>
4. Load Testing – n/a		
4. Other:		

### Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope
1. Mix Design	ACI-CCI ICC-RCSI	Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.
2. Material Certification		submittal
3. Reinforcement Installation	ACI-CCI ICC-RCSI	Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters
4. Post-Tensioning Operations	ICC-PCSI	Inspect placement, stressing, grouting and protection of post-tensioning tendons. Verify that tendons are correctly positioned, supported, tied and wrapped. Record tendon elongations.
5. Welding of Reinforcing	AWS-CWI	Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required.
6. Anchor Rods		Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.
7. Concrete Placement	ACI-CCI ICC-RCSI	Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.
8. Sampling and Testing of Concrete	ACI-CFTT ACI-STT	Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).
9. Curing and Protection	ACI-CCI ICC-RCSI	Inspect curing, cold weather protection and hot weather protection procedures.
10. Other:		

**Masonry**

Required Inspection Level:  1  2

Item	Agency # (Qualif.)	Scope
1. Material Certification		<i>submittal</i>
2. Mixing of Mortar and Grout	<i>ICC-SMSI</i>	<i>Inspect proportioning, mixing and ret tempering of mortar and grout.</i>
3. Installation of Masonry	<i>ICC-SMSI</i>	<i>Inspect size, layout, bonding and placement of masonry units.</i>
4. Mortar Joints	<i>ICC-SMSI</i>	<i>Inspect construction of mortar joints including tooling and filling of head joints.</i>
5. Reinforcement Installation	<i>ICC-SMSI</i> <i>AWS-CWI</i>	<i>Inspect placement, positioning and lapping of reinforcing steel.</i> <i>Inspect welding of reinforcing steel.</i>
6. Prestressed Masonry – N/A	<i>ICC-SMSI</i>	<i>Inspect placement, anchorage and stressing of prestressing bars.</i>
7. Grouting Operations	<i>ICC-SMSI</i>	<i>Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.</i>
7. Weather Protection	<i>ICC-SMSI</i>	<i>Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.</i>
9. Evaluation of Masonry Strength	<i>ICC-SMSI</i>	<i>Test compressive strength of mortar and grout cube samples (ASTM C780).</i> <i>Test compressive strength of masonry prisms (ASTM C1314).</i>
10. Anchors and Ties	<i>ICC-SMSI</i>	<i>Inspect size, location, spacing and embedment of dowels, anchors and ties.</i>
11. Other:		

## Structural Steel

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	AWS/AISC- SSI ICC-SWSI	<i>Review shop fabrication and quality control procedures.</i>
2. Material Certification	AWS/AISC- SSI ICC-SWSI	<i>Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes</i>
3. Open Web Steel Joists		<i>Inspect installation, field welding and bridging of joists.</i>
4. Bolting	AWS/AISC- SSI ICC-SWSI	<i>Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections.</i>
5. Welding	AWS-CWI  ASNT	<i>Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds.  Ultrasonic testing of all full-penetration welds.</i>
6. Shear Connectors	AWS/AISC- SSI ICC-SWSI	<i>Inspect size, number, positioning and welding of shear connectors. Inspect studs for full 360 degree flash. Ring test all shear connectors with a 3 lb hammer. Bend test all questionable studs to 15 degrees.</i>
7. Structural Details	PE/SE	<i>Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.</i>
8. Metal Deck	AWS-CWI	<i>Inspect welding and side-lap fastening of metal roof and floor deck.</i>
9. Other:		

### Spray-Applied Fire Resistant Material

Item	Agency # (Qualif.)	Scope
1. Material Specifications		
2. Laboratory Tested Fire Resistance Design	ICC-SFSI	Review UL fire resistive design for each rated beam, column, or assembly.
3. Schedule of Thickness	ICC-SFSI	Review approved thickness schedule.
4. Surface Preparation	ICC-SFSI	Inspect surface preparation of steel prior to application of fireproofing
5. Application	ICC-SFSI	Inspect application of fireproofing.
6. Curing and Ambient Condition	ICC-SFSI	Verify ambient air temperature and ventilation is suitable for application and curing of fireproofing.
7. Thickness	ICC-SFSI	Test thickness of fireproofing (ASTM E605). Perform a set of thickness measurements for every 1,000 SF of floor and roof assemblies and on not less than 25% of rated beams and columns.
8. Density	ICC-SFSI	Test the density of fireproofing material (ASTM E605).
9. Bond Strength	ICC-SFSI	Test the cohesive/adhesive bond strength of fireproofing ASTM E736). Perform not less than one test for each 10,000 SF.

10. Other:		
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### Mechanical & Electrical Systems

Item	Agency # (Qualif.)	Scope
1. Smoke Control		
2. Mechanical, HVAC & Piping		
3. Electrical System		
4. Other:		

### Architectural Systems

Item	Agency # (Qualif.)	Scope
1. Wall Panels & Veneers		
2. Suspended Ceilings		
3. Access Floors		
4. Other:		

**END OF SECTION**

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**RFP EXHIBIT I:  
STRUCTURAL TESTING AND INSPECTION – 014529**

## **SECTION 014529**

### **STRUCTURAL TESTING AND INSPECTIONS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SUMMARY**

- A. Section includes requirements for quality assurance and quality control to be completed by the Testing Laboratory, the Special Inspector, Contractor, and/or the Geotechnical Engineer for the following structural items:
  - 1. Concrete Forming and Accessories.
  - 2. Concrete Reinforcing.
  - 3. Cast-in-Place Concrete.
  - 4. Post-Tensioned Concrete.
  - 5. Masonry.
  - 6. Structural Steel.
  - 7. Steel Decking.
  - 8. Earthwork.
  - 9. Earth Retention Systems/Shotcrete.
  - 10. Rock Anchors.
- B. Related Requirements:
  - 1. Specification 014000 "Quality Requirements" for other independent testing agency procedures and administrative requirements.

##### **1.3 PRICE AND PAYMENT PROCEDURES**

- A. Unit Prices:
  - 1. Cost Proposal: The Testing Laboratory's proposal to the Owner shall contain unit price stipulations for specified tests and inspections and on an hourly basis for personnel. A total estimated price shall also be submitted.
- B. Measurement and Payment
  - 1. Payment of the Testing Laboratory: The Owner will pay for the initial Laboratory services for inspection and testing of materials for compliance with the requirements of the Contract Documents.
  - 2. Payment for Substitution Testing: The Contractor shall arrange for and pay for any additional samples and tests above those required by the Contract Documents as requested by the Contractor for his convenience in performing the work.
  - 3. Payment for Retesting: When initial tests indicate work does not comply with the requirements of the Contract Documents, the Contractor shall be liable to the Owner for

the cost for any additional inspections, sampling, testing, and retesting done by the Testing Laboratory.

4. Payment by Contractor: The Contractor shall furnish and pay for the following items if required:
  - a. Soil survey of the location of borrow soil materials, samples of existing soil materials, and delivery to the Contractor's Testing Laboratory.
  - b. Samples of concrete aggregates and delivery to the Contractor's Testing Laboratory.
  - c. Concrete mix designs as prepared by his concrete supplier.
  - d. Site-situated storage boxes for concrete cylinders
  - e. Concrete coring, tests of below strength concrete, and load tests, if ordered by the Owner, Architect, or Engineer.
  - f. Certification of reinforcing steel and prestressing steel mill order.
  - g. Certification of structural steel mill order.
  - h. Certification of portland cement, lime, fly ash.
  - i. Certification of welders and preparation of Welding Procedure Specifications.
  - j. Tests, samples, and mock-ups of substitute material where the substitution is requested by the Contractor and the tests are necessary in the opinion of the Owner, Architect or Engineer to establish equality with specified items.
  - k. The making and testing of concrete cylinders for the purpose of evaluating strength at time of form stripping or for post-tensioning or the time spent evaluating the in situ strength of concrete using the Maturity Method.
  - l. Any other tests when such costs are required by the Contract Documents to be paid by the Contractor.
  
5. Payment for Tests of Suspected Deficient Work: If, in the opinion of the Building Official, Owner, Architect, or Engineer, any of the work of the Contractor is not satisfactory, the Contractor shall furnish and pay for all tests that the Owner, Architect, or Engineer deem advisable to determine its proper construction. The Owner shall pay all costs if the tests prove the questioned work to be satisfactory.

#### **1.4 OWNER RESPONSIBILITIES**

- A. The Owner shall engage a Geotechnical Engineer to provide inspection services for the foundations as outlined below.
- B. The Owner shall provide a copy of the project plans and specifications to the Testing Laboratory prior to the start of construction and prior to any preinstallation meetings.

#### **1.5 CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall not engage the same Testing Laboratory for construction services as the Owner has for Structural Testing Laboratory Services as defined herein unless agreed to by the Owner.
- B. Furnishing Samples and Certificates: The Contractor shall provide to the laboratory certificates and representative samples of materials proposed for use in the work in quantities sufficient for accurate testing as specified.
- C. Furnishing Casual Labor, Equipment and Facilities: The Contractor shall furnish casual labor, equipment, and facilities as required for sampling and testing by the laboratory and otherwise facilitate the required inspections and tests.

## 1.6 TESTING LABORATORY RESPONSIBILITIES

- A. The Testing Laboratory shall sample and test materials as they are being installed for compliance with specified acceptance criteria. The Testing Laboratory will report and interpret the test results. The Laboratory shall monitor and report on the installation of construction work and shall perform tests on the completed construction as required to indicate Contractor's compliance with the various material specifications governing this work.
  
- B. The Testing Laboratory shall serve as a Special Inspector to provide Special Inspection services for the items listed below. The scope of such services for each item shall be as defined in IBC 2012 with Georgia Amendments. These inspections are mandatory for conformance to the legal requirements of the building code and shall be in addition to the inspections and tests otherwise defined in this specification.
  - 1. Special Inspector Responsibilities:
    - a. The special inspector shall observe the work assigned to ascertain that, to the best of his/her knowledge, it is in conformance with the approved design drawings and specifications.
    - b. The special inspector shall furnish inspection reports to the Building Official, the Architect/Engineer, and the Owner. All discrepancies shall be brought to the immediate attention of the Architect/Engineer, Contractor, and Owner. A report that the corrected work has been inspected shall be sent to the Building Official, the Architect/Engineer, and the Owner.
    - c. The special inspector shall create and maintain a log of all discrepancies throughout the duration of the Project. This log shall include, but is not limited to, discrepancy date, description of discrepancy, drawing and/or detail reference, description of as-built condition, description of any remedial work performed, and status of discrepancy. This log shall be submitted to the Architect/Engineer on a periodic basis for review and comment. Upon completion of the Project, this log shall be submitted in its entirety as an attachment to the final signed report described below.
    - d. The special inspector shall submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance to the approved plans and specifications and the applicable workmanship provisions of the building code.
  
- C. The Testing Laboratory shall provide inspections on the following items:
  - 1. Reinforcing steel placement.
  - 2. Concrete work.
  - 3. Welding of reinforcing steel.
  - 4. Bolts to be installed in concrete.
  - 5. Bolts, anchors, and reinforcing bars installed in hardened concrete (post-installed anchors).
  - 6. Prestressing tendons placement.
  - 7. Prestressing operation.
  - 8. Inspection of structural steel, bolting, and welding material.
  - 9. Welding of structural steel.
  - 10. High-strength bolting.
  - 11. Compacted earth fill.
  - 12. Pier foundations.
  - 13. Earth retention system/shotcrete work.
  - 14. Masonry work.
  - 15. Cold-formed metal framing.

- D. Inspections Required by Government Agencies: The Testing Laboratory shall perform inspections and submit reports and certifications as required by government agencies having jurisdiction over the aspects of the project covered by this specification.
- E. Notification of Deficiencies in the Work: The Testing Laboratory shall notify the Architect, Engineer, and Contractor within 24 hours of discovery of observed irregularities and deficiencies of the Work and other conditions not in compliance with the requirements of the Contract Documents. Notification shall be by telephone or e-mail and then in writing.
- F. Accounting: The Testing Laboratory shall be responsible for separating and billing costs attributed to the Owner and costs attributed to the Contractor.
- G. Monitoring Product and Material Certifications: The Testing Laboratory shall be responsible for monitoring the submittals of product and material certifications from manufacturers and suppliers as specified in the Specifications and shall report to the Owner, Architect, and Engineer when those submittals are not made in a timely manner.
- H. Limitations of Authority: The Testing Laboratory is not authorized to revoke, alter, relax, enlarge upon, or release any requirements of the Specifications or to approve or accept any portion of the work or to perform any duties of the General Contractor and his Subcontractors.

## 1.7 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
  - 1. The Testing Laboratory shall cooperate with the Architect, Engineer, and Contractor and provide qualified personnel promptly on notice.
  - 2. The Contractor shall cooperate with Testing Laboratory personnel and provide access to the work and to manufacturers' operations.
  - 3. Notification of Source Change: The Contractor shall be responsible for notifying the Owner, Architect, Engineer, and Testing Laboratory when the source of any material is changed after the original tests or inspections have been made.
- B. Preinstallation Meetings: The Testing Laboratory shall attend preinstallation meetings with the Architect, Engineer, Contractor, and material suppliers as required to coordinate materials inspection and testing requirements with the planned construction schedule and shall participate in such meetings throughout the course of the project.
- C. Scheduling:
  - 1. Advance Notice: The Contractor shall be responsible for notifying the Testing Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests. Failure to sufficiently notify may result in additional costs incurred by the Testing Laboratory that may be back-charged to the Contractor by the Owner.

## 1.8 SUBMITTALS

- A. Quality Control Reports:
  - 1. Information on Reports: The Testing Laboratory shall submit copies of reports of inspections and tests promptly. The reports shall contain at least the following information:
    - a. Project name.
    - b. Date report issued.
    - c. Testing Laboratory name and address.

- d. Name and signature of inspector/technician.
  - e. Date of inspection and/or sampling.
  - f. Date of test.
  - g. Identification of product and Specification section.
  - h. Location in the project.
  - i. Identification of inspection or test.
  - j. Record of weather conditions and temperature (if applicable).
  - k. Results of test regarding compliance with Contract Documents.
2. Copies: The Laboratory shall send signed electronic copies of test and inspection reports to the following parties:
    - a. Owner or his/her representative.
    - b. General Contractor.
    - c. Architect.
    - d. Engineer of Record.
    - e. Geotechnical Engineer.
- B. Discrepancy Log: The Testing Laboratory shall create and maintain a log of all discrepancies throughout the duration of the project.
1. Information on Log: This log shall include, but is not limited to:
    - a. Discrepancy date.
    - b. Description of discrepancy.
    - c. Drawing and/or detail reference.
    - d. Description of as-built condition.
    - e. Description of any remedial work performed.
    - f. Status of discrepancy.
  2. Submission Schedule: This log shall be submitted to the Architect/Engineer on a periodic basis for review and comment. Upon completion of the Project, this log shall be submitted in its entirety as an attachment to the final signed report described below under Certifications.
- C. Certification: Upon completion of the job, the Laboratory shall furnish to the Owner, Architect, and Engineer of Record, a statement signed by a licensed professional engineer that, to the best of their knowledge, required tests and inspections were made in accordance with the requirements of the Contract Documents.

## 1.9 QUALITY ASSURANCE

- A. Qualifications of Special Inspector: The special inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the Building Official, for inspection of the particular type of construction or operation being inspected. The Special Inspector shall meet the legal qualifications of the building code having jurisdiction.
- B. Qualifications of Testing Laboratory:
1. The Testing Laboratory shall meet the basic requirements of ASTM E 329 and shall submit to the Owner, Architect, and Engineer evidence of current accreditation from the American Association for Laboratory Accreditation, the AASHTO Accreditation Program or the "NIST" National Voluntary Laboratory Accreditation Program.
  2. The Testing Laboratory shall be an Approved Agency by the Building Official to perform Special Inspections and other tests and inspections as outlined in the applicable building code.

3. Tests and inspections shall be conducted in accordance with specified requirements, and if not specified, in accordance with the applicable standards of the American Society for Testing and Materials or other recognized and accepted authorities in the field.
  4. Qualifications of Welding Inspectors
    - a. Inspectors performing visual weld inspection shall meet the requirements of AWS D1.1 Section 6.1.4. Inspectors shall have current certification as an AWS Certified Welding Inspector (CWI). Assistant inspectors, if any, shall be supervised by an Inspector and shall be qualified by training and experience to perform the specific functions to which they are assigned.
    - b. Inspectors performing nondestructive examinations of welds other than visual inspection (MT, PT, UT, and RT) shall meet the requirements of AWS D1.1, Section 6.14.6.
  5. Qualifications for Post-Tensioning Inspector - The technician for the Testing Laboratory performing the field inspections required for post-tensioned concrete shall possess a currently valid Level 2 Post-Tensioning Inspector Certification issued by the Post-Tensioning Institute. A copy of such certification for each such technician shall be submitted for Engineer review and approval.
- C. The Contractor shall not engage the same testing laboratory for construction services as the Owner has for quality assurance testing, unless agreed to by the Owner.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 SCOPE OF WORK**

- A. The work to be performed by the Testing Laboratory shall be as specified in this Section of the Specification and as determined in meetings with the Owner, Architect, and Engineer.

### **3.2 CONCRETE FORMING AND ACCESSORIES**

- A. Field Inspection:
1. Shallow Foundation Elements:
    - a. Verify element width, length, depth, and elevation.
    - b. Verify that forms are plumb and straight, braced against movement, and lubricated for removal.
  2. Slabs-on-Grade:
    - a. Verify formwork at turndowns and slab edges is plumb and straight, braced against movement and lubricated for removal.
  3. Columns and Walls:
    - a. Verify that forms are plumb and straight, braced against movement, lubricated for removal, and conform to approved shop drawings.
    - b. Verify proper dimensions and orientation.

- c. Verify top of column elevation is set in form and that it is 1/2 inch below the future slab soffit.
4. Suspended Floors (General):
  - a. Verify that formwork conforms to signed and sealed shop drawings.
  - b. Verify that shoring layout conforms to signed and sealed shop drawings.
  - c. Verify that reshores at all levels conform to signed and sealed shop drawings.
  - d. Verify that forms are plumb and staright, braced against movement, and lubricated for removal.
  - e. Verify that the forms used for exposed finish surfaces are of the type specified and provide a joint system as shown on the Architect's drawings.
  - f. Verify the proper dimensions of girders, beams, and joists.
  - g. Verify that the slab thickness and top of slab elevation is correct.
  - h. Verify the top of columns are 1/2 inch below the deck soffit.
5. Pan Form Slabs:
  - a. Verify that pans used are of the type specified and are free of dents, surface irregularities, sags, rust, or stains.
  - b. Verify that the discontinuities that will be created in the slab soffit at the splice points of the pans do not exceed the value specified.
6. Flat Slabs:
  - a. Verify that the top of columns are 1/2 inch below the deck soffit.
7. In-Situ Concrete Strength Verification Prior to Form Stripping: The Testing Laboratory shall verify that the concrete has reached the required minimum strength before form removal by evaluating the specified tests. Refer to Paragraph 3.4C.2.a for additional information regarding the tests.

### 3.3 CONCRETE REINFORCING

- A. Quality Assurance:
  1. Review the Welding Procedure Specification (WPS) submitted by the contractor for any reinforcing steel other than ASTM A 706 that is proposed to be welded for consistency with acceptable welding practices and AWS.
  2. Review welder qualifications by certification or verify by retesting. Obtain welder certificates.
- B. Field Testing: The following tests shall be completed by the Testing Laboratory:
  1. Mechanical Tension Splices: The Laboratory shall conduct monotonic tension tests in accordance with ASTM A 1034 of mechanical tension splices of the type as specified on the structural drawings. It is not necessary that the specimens to be tested are production splices, however, the specimens to be tested shall have been made by the Contractor's personnel under field conditions. The rate of testing shall be as follows:
    - a. Two specimens for the first 50 splices (or fraction thereof) at the beginning of the job. Splices not meeting tension requirements shall be retested at Contractor's expense until all splices meet the tension requirements.
    - b. One specimen for every 100 (or fraction thereof) additional splices occurring on the job. Any splices not meeting tension requirements shall be retested at Contractor's expense until all splices have passed the test.
    - c. A minimum of one test specimen shall also be selected from transition splices (splices of one bar size to another bar size), if any.

- C. Field Inspection: The scope of the work to be performed by the inspector on the jobsite shall be as follows:
1. Reinforcing Steel: The Testing Laboratory or designated Special Inspector shall inspect 100% of reinforcement before each concrete pour to verify the information noted below. Inspection reports shall be prepared and distributed in accordance with the local building code and as specified in this specification.
    - a. Primary and secondary longitudinal reinforcement has correct size and number in proper layers.
    - b. Longitudinal reinforcement has correct length and lap.
    - c. Ties and stirrups are of correct size, spacing, and number and have the proper termination hook geometry.
    - d. Unscheduled face reinforcement in beams are provided and are of correct size, number and spacing and have the proper end terminations.
    - e. Proper hooks are provided at bar ends as detailed.
    - f. Reinforcement is properly supported and braced to formwork to prevent movement during concrete placement.
    - g. Reinforcement has proper cover.
    - h. Sufficient spacing between reinforcement for concrete placement.
    - i. Dowel reinforcement is of proper size, at proper spacing, and has proper lap length and embedment length.
    - j. Welded wire reinforcement is composed of flat sheets, has proper wire gage and spacing, is properly supported, and is properly lapped.
    - k. Proper construction/control/expansion joint spacing and reinforcement.
    - l. Reinforcement around embedded items is placed according to details.
    - m. Welded reinforcement has been done according to AWS requirements.
    - n. Proper installation of flat slab shear head reinforcement.
    - o. Mechanical Tension Splices: The Testing Laboratory shall provide 100% visual inspection of mechanical tension splices on the project and consult with the manufacturer regarding recommendations for installation. Inspection shall verify compliance with specifications and conformance with the manufacturer's recommendations for installation after consulting with the manufacturer, who is to be present for the first installation of the splice on the project.

### **3.4 CAST-IN-PLACE CONCRETE**

- A. Quality Assurance:
1. Concrete Mix Designs: The Testing Laboratory shall review the submitted mix designs for conformance to the specifications and for suitability for use in the project.
  2. Preinstallation Meetings: The Testing Laboratory shall attend the preinstallation meetings as noted in Specification 033000 "Cast-in-Place Concrete."
- B. Source Inspection:
1. Concrete Batch Plant Inspection: An initial batch plant inspection shall be made by the Testing Laboratory prior to the start of concrete work. The scope of batch plant inspection shall include the following:
    - a. Inspection of Batch Plant Facilities: The Testing Laboratory shall inspect batch plant facilities proposed for use in the work and report in writing inspection results to the Architect, Engineer, and Owner for approval. The inspection shall confirm the batch plant conforms to the standards set forth in ASTM C 94 and can show proof of certification by the National Concrete Ready Mix Association. Inspection shall include:

- 1) Batch Plant operations and equipment.
  - 2) Truck mixers.
  - 3) Scales.
  - 4) Stockpile placement.
  - 5) Material storage.
  - 6) Admixture dispensers.
- b. Multiple Batch Plants: The Contractor shall reimburse the Owner for the costs accrued to the Testing Laboratory for visits to more than one batch plant.
- C. Field Testing: The following tests shall be completed by the Testing Laboratory:
1. During Concrete Placement:
    - a. Record the amount of water added and note if it exceeds the amount allowed to be added shown in the approved mix design.
    - b. Mold concrete test cylinders as specified below in Paragraph 3.a.
    - c. Perform tests to determine slump, concrete temperature, unit weight, and air entrainment as specified below.
    - d. Record information for concrete test reports as specified below.
    - e. Pick up and transport to Laboratory cylinders cast the previous day.
  2. After Concrete Placement:
    - a. In-situ Concrete Strength Verification for Form Stripping: The Testing Laboratory shall perform the tests necessary to determine the concrete strength prior to form stripping:
      - 1) If concrete strength for form stripping is to be determined using field-cured cylinders, the cylinder shall be broken at the time of form removal as directed by the Contractor.
      - 2) If concrete strength for form stripping is to be determined using the Maturity Method, the Testing Laboratory shall verify that the requirements of ASTM C 1074 are being followed and that the proper criteria for determining concrete strength by this method has been established and is being followed.
    - b. Investigation of Low Strength Concrete Test Results:
      - 1) Cost of Investigations for Low Strength Concrete: The Contractor shall reimburse the Owner for the costs of investigations of low strength concrete, as defined in Part I above.
      - 2) Scope of Investigations: See Specification Section 033000 "Cast-In-Place Concrete" for the investigations that may be required by the Engineer. The Testing Laboratory will conduct these investigations if required.
    - c. Post-Installed Anchors in Concrete:
      - 1) Verify maximum anchor tightening torque for all applicable post-installed anchors.
      - 2) Provide pull tests on individual anchors as specified in the ICC Evaluation Services Report, on the drawings, or as directed by the Engineer-of-Record.
    - d. Floor Flatness and Levelness Measuring: Perform tests as defined below.
    - e. Testing of Concrete Floor Slabs for Acceptability to Receive an Adhesive-Applied, Low-Permeable Floor Covering: Perform tests as defined below.

- f. Testing of Non-Shrink Grout for Base Plates and Bearing Plates:
  - 1) Compressive Strength Tests: Compressive strength of grout shall be determined by testing grout cubes according to the requirements of ASTM C 109 - Modified. Test one set of three cubes at one day, and one set of three cubes at 28 days.
  - 2) Frequency of Testing: One set of cubes (6 cubes) shall be made for every ten base plates and bearing plates or fraction thereof but not less than one set for each day's operation. One set of cubes shall be made for each day's operation of grouting wall panels.
3. Standards for Concrete Tests:
  - a. Concrete Test Cylinders: Mold and test concrete cylinders as described below:
    - 1) Cylinder Molding and Testing: Cylinders for strength tests shall be molded and Laboratory cured in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Cylinders may be either 6" in diameter by 12" or 4" in diameter by 8", however, the diameter of the cylinder shall be at least three times the nominal maximum size of the coarse aggregate in the mix tested. All of the cylinders for each class of concrete shall be of the same dimension for all sets of that class.
    - 2) Field Samples: Field samples for strength tests shall be taken in accordance with ASTM C 172 at the point of placement.
    - 3) Quantity of Cylinders: Each set of test cylinders shall consist of a minimum of four standard test cylinders. If concrete strength for form stripping is to be determined using field-cured cylinders, one additional cylinder per set will be required for formed slab and pan-formed beam floors for the purpose of evaluating the concrete strength at the time of form stripping. This cylinder shall be stored on the floor where form removal is to occur under the same exposure conditions as the floor concrete. The cylinder shall be cured under field conditions in accordance with ASTM C 31. Field-cured test cylinders shall be molded at the same time and from the same samples as laboratory-cured test specimens. The Contractor shall reimburse the Owner for the cost of making and testing these cylinders.
    - 4) Frequency of Testing: A set of test cylinders shall be made according to the following minimum frequency guidelines:
      - a) One set for each class of concrete taken not less than once a day.
      - b) Piers: One set for each 50 cubic yards or fraction thereof.
      - c) Spread Footings: One set for each 50 cubic yards or fraction thereof.
      - d) Floors: One set for each 150 cubic yards or fraction thereof but not less than one set for each 5,000 square foot of floor area.
      - e) Columns: One set for each 25 cubic yards or fraction thereof with a minimum of two sets per floor for 10,000 psi concrete. One set for each 50 cubic yards or fraction thereof with a minimum of two sets per floor unless noted otherwise.
      - f) Shear Walls: One set for each 25 cubic yards or fraction thereof with a minimum of two sets per floor for 10,000 psi concrete. One set for each 50 cubic yards or fraction thereof with a minimum of two sets per floor unless noted otherwise.
      - g) All Other Concrete: A minimum of one set for each 150 cubic yards or fraction thereof but not less than one set for each 5,000 square foot of area for walls.
      - h) No more than one set of cylinders at a time shall be made from any single truck.
      - i) If the total volume of concrete is such that the frequency of testing as specified above would provide less than five strength tests for a given

- class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.
- j) The above frequencies assume that one batch plant will be used for each pour. If more than one batch plant is used, the frequencies cited above shall apply for each plant used.
- 5) The cylinders shall be numbered, dated, and the point of concrete placement in the building recorded.
- 6) For concrete specified on the drawings to reach the required strength at 28 days, break one cylinder of the set at seven days, two 6" by 12" cylinders or three 4" by 8" cylinders at 28 days, and keep one in reserve for testing at the Engineer's direction.
- 7) For concrete specified on the drawings to reach the required strength at 56 days, break one cylinder of the set at seven days, one cylinder at 28 days, two 6" by 12" cylinders or three 4" by 8" cylinders at 56 days, and one kept in reserve for testing at the Engineer's direction.
- 8) Cylinder Storage Box: The Contractor shall be responsible for providing a protected concrete cylinder wooden storage box at a point on the job site mutually agreeable with the Testing Laboratory for the purpose of storing concrete cylinders until they are transported to the Laboratory. The box shall be constructed and equipped to maintain the environment specified for initial curing in ASTM C 31.
- 9) Transporting Cylinders: The Testing Laboratory shall be responsible for transporting the cylinders to the Laboratory in a protected environment such that no damage or ill effect will occur to the concrete cylinders including loss of moisture, freezing temperatures or jarring.
- 10) Information on Concrete Test Reports: The Testing Laboratory shall make and distribute concrete test reports after each job cylinder is broken. Such reports shall contain the following information:
- a) Truck number and ticket number.
  - b) Concrete Batch Plant.
  - c) Mix design number.
  - d) Accurate location of pour in the structure.
  - e) Strength requirement.
  - f) Date cylinders made and broken.
  - g) Technician making cylinders.
  - h) Concrete temperature at placing.
  - i) Air temperature at point of placement in the structure.
  - j) Amount of water added to the truck at the batch plant and at the site and whether or not it exceeds the amount allowed by the mix design.
  - k) Slump.
  - l) Unit weight.
  - m) Air content.
  - n) Cylinder compressive strengths with type of failure if concrete does not meet Specification requirements. Seven day breaks are to be flagged if they are less than 60% of the required 28 day strength. 28 day breaks are to be brought to the attention of the Architect and Engineer in writing if either cylinder fails to meet specification requirements.
- b. Slump Tests: Slump Tests (ASTM C 143) shall be completed at the beginning of concrete placement for each batch plant and for each set of test cylinders made. The slump test shall be made from concrete taken from the end of the concrete truck chute. The concrete shall be considered acceptable if the slump is within the slump tolerance noted on the mix design submittal form for that class of concrete.

- c. Air Entrainment: Air entrainment tests (ASTM C 231 or C 173, C 173 only for lightweight concrete) shall be made at the same time slump tests are made as cited above. Samples for air entrainment tests shall be taken at the point of placement.
- d. Concrete Temperature: Concrete temperature at placement shall be measured (ASTM C 1064) at the same time slump tests are made as cited above.
- e. Unit Weight Testing: Unit weight tests shall be performed in accordance with ASTM C 138 for each truck with high strength concrete (9,000 psi or greater). An acceptable unit weight test is defined as a unit weight result within 1.85 PCF (Pounds Per Cubic Foot) of the specified density.
- f. Floor Flatness and Levelness Measuring:
  - 1) The Testing Laboratory shall measure the floor for flatness and levelness according to ASTM E 1155.
  - 2) Measurement of the finished concrete surface profile for any test section shall be made when requested by the Representative at his option. Notwithstanding, measurements shall be made within 24 hours after completion of finishing operations. For structural elevated floors measurement shall also be made prior to removal of forms and shores. The Contractor shall be notified immediately after the measurements of any section are complete and a written report of the floor measurement results shall be submitted within 72 hours after finishing operations are complete.
  - 3) The concrete surface profile shall be measured using equipment manufactured for the purpose such as a Dipstick Floor Profiler as manufactured by the Edward W. Face Company in Norfolk, Virginia, F-Meters manufactured by Allen Face & Company in Norfolk, Virginia, optical, or laser means or other method specified in ASTM E 1155.
  - 4) Each floor test section and the overall floor area shall conform to the two-tiered measurement standard as specified herein.
    - a) Minimum Local Value (MLV). The minimum local  $F_F/F_L$  values represent the absolute minimum surface profile that will be acceptable in any one floor test section.
    - b) Specified Overall Value (SOV). The specified overall  $F_F/F_L$  values represent the minimum values acceptable for all combined floor test sections representing the overall floor.
  - 5) For purposes of this specification a floor test section is defined as the smaller of the following areas:
    - a) The area bounded by column and/or wall lines.
    - b) The area bounded by construction and/or control joint lines.
    - c) Any combination of column lines and/or control joint lines.
    - d) Test sample measurement lines within each test section shall be multidirectional along two orthogonal lines as defined by ASTM E 1155.
    - e) The precise layout of each test section shall be determined by the Testing Laboratory and shall be submitted for Architect/Engineer review and approval.
- g. Testing of Concrete Floor Slabs for Acceptability to Receive an Adhesive-Applied, Low-Permeable Floor Covering:
  - 1) The following tests shall be performed by the Testing Laboratory as a part of quality assurance testing to insure that the proper moisture condition and alkalinity of the substrate has been achieved prior to installing adhesive-applied, low-permeability floor coverings such as vinyl composition tile (VCT), linoleum, sheet vinyl, vinyl-backed carpet, rubber, athletic flooring, synthetic

turf, wood, acrylic terrazzo, thin-set tile, epoxy overlays and adhesives, waterproofing, et.al.

- 2) Moisture Vapor Emission Rate: Perform testing according to ASTM F 1869 to determine if the moisture emission rate from the floor is below the flooring manufacturer's maximum recommended value but not greater than five pounds per 1,000 square feet per 24 hours.
- 3) Relative Humidity Determination Test: As an alternate to the Moisture Vapor Emission Rate Test, and if agreed to by the Contractor, Architect and Owner, perform testing according to ASTM F 2170 to determine if the relative humidity of the concrete slab is below the flooring manufacturer's maximum recommended value but not greater than 75%.
- 4) Alkalinity Testing: Perform testing in accordance with ASTM F 710, Paragraph 5.3, to determine if the pH level of the concrete slab surface is below the flooring manufacturer's maximum recommended value but not greater than 10. Perform one test per 1,000 square feet with a minimum of three tests within the total area being tested.

4. Evaluation and Acceptance of Concrete:

- a. Strength Test: A strength test shall be defined as the average strength of two six inch cylinder breaks or three four inch cylinder breaks from each set of cylinders tested at the time indicated above.
- b. Quality Control Charts and Logs: The Testing Laboratory shall keep the following quality control logs and charts for each class of concrete containing more than 2,000 cubic yards. The records shall be kept for each batch plant and submitted on a weekly basis with cylinder test reports:
  - 1) Number of strength tests made to date.
  - 2) Strength test results containing the average of all strength tests to date, the high test result, the low test result, the standard deviation, and the coefficient of variation.
  - 3) Number of tests under specified strength.
  - 4) A histogram plotting the number of strength test cylinders versus compressive strength.
  - 5) Quality control chart plotting compressive strength test results for each test.
  - 6) Quality control chart plotting moving average for strength where each point plotted is the average strength of three previous test results.
  - 7) Quality control chart plotting moving average for range where each point plotted is the average of 10 previous ranges.
- c. Acceptance Criteria: The strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:
  - 1) The average of all sets of three consecutive strength tests equal or exceed the required  $f'c$ .
  - 2) No individual strength test falls below the required  $f'c$  by more than the greater of 10% of  $f'c$  or 500 PSI.
- d. If either of the above Acceptance Criteria requirements is not met, the Testing Laboratory shall immediately notify the Engineer by telephone. Steps shall immediately be taken to increase the average of subsequent strength tests.

D. Field Inspection: The scope of the work to be performed by the inspector on the jobsite shall be as follows:

1. Before Concrete Placement:

- a. Inspect concrete formwork per Article 3.2.
- b. Inspect concrete reinforcing per Article 3.3.
- c. Inspect bolts and rods to be embedded in concrete for proper grade, size, length, and embedment.
- d. For slabs-on-grade, verify that the moisture retarder/waterproofing membrane is provided, is lapped properly, and is not torn or punctured.
- e. Verify that there is no standing water in pour area and that all debris has been removed from the area and from the formwork.
- f. Verify that openings and sleeves in slabs or walls are correct size and location. Verify that the openings are shown on the structural drawings and notify the Engineer immediately of any openings in the field that are not shown on the drawings.
- g. Verify that horizontal and vertical sleeves through girders, beams, or joists have been approved by the Engineer and that approved reinforcement is provided.
- h. Verify the tops of previously poured columns and/or walls are 1/2 inch below the deck soffit.

2. During Concrete Placement: Provide continuous monitoring to:

- a. Upon arrival of concrete, inspect the concrete to verify that the proper concrete mix number, type of concrete, concrete strength is being placed at the proper location. Verify that the mix meets the project specifications and is not over 90 minutes old at the time of placement. Report concrete not meeting the specified requirements and immediately notify the Contractor, Batch Plant Inspector, Architect, Engineer, and Owner.
- b. Inspect plastic concrete upon arrival at the jobsite to verify proper batching. Observe mix consistency and adding of water as required to achieve target slumps in mix designs. The responsibility for adding water to trucks at the job site shall rest only with the Contractor's designated representative. The Contractor is responsible that all concrete placed in the field is in conformance to the Contract Documents.
- c. Verify that the Contractor is following appropriate Hot Weather or Cold Weather concreting practices consistent with any extreme environmental conditions at the point of placement in the structure.
- d. Verify that concrete deposited is uniform and that vertical drop does not exceed six feet and is not permitted to drop freely over reinforcement causing segregation.
- e. Verify that the formwork has remained stable during the concreting operation.
- f. Verify that there are no cold joints.
- g. Verify that the concrete is properly vibrated.
- h. Inspect bolts embedded in concrete during concrete placement for verification that they have been properly installed to the specified embedment.
- i. Verify that the finishing of the concrete surface is done according to specifications.

The Testing Laboratory shall report any irregularities that occur in the concrete at the job site or test results to the Contractor, Architect, Owner, and Engineer.

3. After Concrete Placement:

- a. Verify that the curing process is according to Specifications and that any curing compound used is applied in accordance with the manufacturer's recommendations.
- b. Verify that sawcut control joints in slab-on-grades are cut within 12 hours of placement.
- c. Post-Installed Anchors in Concrete: Provide inspection of post-installed anchor installations at the frequency noted in the specifications and in accordance with the published, currently valid, Evaluation Service Report (ESR) for each anchor product. Post-installed anchors include anchors and reinforcing steel. Inspection of post-installed anchors shall include but not be limited to the following:

- 1) Periodic Inspection: Verify initial installation of post-installed anchors in concrete for each individual installer with each individual anchor product in accordance with the requirements stated below for each type of anchor. Periodically inspect anchor installation after the initial verification.
  - 2) Continuous Inspection: Verify each installation of post-installed anchors in concrete in accordance with the requirements stated below for each type of anchor.
  - 3) All Post-Installed Anchors: Verify that the anchor is installed in accordance with manufacturer's printed installation instructions as well as the following design requirements.
    - a) Concrete type, concrete strength and concrete thickness are in accordance with design drawings.
    - b) Anchor manufacturer and product, including material, is in accordance with design drawings or approved substitution.
    - c) Anchor diameter, length and installed embedment depth.
    - d) Drill bit type and diameter.
    - e) Anchor edge distance and spacing.
    - f) Hole diameter and depth.
    - g) Hole cleaning procedure and cleanliness.
    - h) Anchor maximum tightening torque.
  - 4) Adhesive Anchors: In addition to the requirements for All Post-Installed Anchors, verify adhesive identification and expiration date.
    - a) The installation of all adhesive anchors shall be continuously inspected when anchors are subject to sustained tension loads, such as anchors for shelf angles, or when anchors are installed in an upwardly inclined condition.
- E. Causes for Rejection of Concrete: The Contractor shall reject concrete delivered to the site for any of the following reasons:
1. Wrong class of concrete (incorrect mix design number).
  2. Environmental Conditions: Environmental condition limits shall be as follows unless appropriate provisions in concreting practices have been made for cold or hot weather:
    - a. Cold Weather: Air temperature must be 40°F and rising or the average daily temperature cannot have been lower than 40°F for 3 consecutive days unless the temperature rose above 50°F for at least one-half of any of those 24 hour periods.
    - b. Hot Weather: Environmental conditions must be such that cause an evaporation rate from the concrete surface of 0.2 lb./sq. ft./hr. or less as determined by Figure 2.1.5 in ACI 305R-91.
- Concrete may be placed at other environmental condition ranges only with approval of the job inspector for the Testing Laboratory or other duly appointed representative.
3. Concrete with temperatures exceeding 95°F shall not be placed in the structure.
  4. Air contents outside the limits specified in the mix designs.
  5. Slumps outside the limits specified.
  6. Excessive Age: Concrete shall be discharged within 90 minutes of plant departure or before it begins to set if sooner than 90 minutes unless approved by the Laboratory job inspector or other duly appointed representative.
- F. Concrete Batch Trip Tickets: Concrete batch trip tickets shall be collected and retained by the Contractor. Compressive strength, slump, air, and temperature tests shall be identified by reference to a particular trip ticket. Tickets shall contain the information specified in ASTM C 94. Each ticket shall also show the amount of water that may be added in the field for the entire batch

that will not exceed the specified water cement ratio for the design mix. The Contractor and Testing Laboratory shall immediately notify the Architect/Engineer and each other of tickets not meeting the criteria specified.

### **3.5 SHOTCRETE**

- A. Scope of Work: The duties and responsibilities of the Testing Laboratory during shotcreting operations shall be as indicated below. Refer to Specification 216300 “Steel H-Pile & Tieback Retention System” for additional testing requirements.
- B. Quality Assurance:
  - 1. Concrete Mix Design: The Testing Laboratory shall review the submitted mix designs for conformance to the specifications and for suitability for use in the project.
- C. Field Testing:
  - 1. Observe the preparation of test panels is in accordance with specified standards. A test panel is to be made daily for each mix, and for each shooting position but no less than one for every 50 cubic yards placed.
  - 2. Obtain, test, and report results for three drilled cores for compressive strength from each test panel in accordance with ASTM C 1140.
  - 3. Provide a visual grade score for each drilled core in accordance with the criteria in ACI 506.2
- D. Field Inspection:
  - 1. Provide continuous inspection of shotcrete placement operations for proper application techniques and adherence to specification requirements.
- E. Reporting:
  - 1. Provide a daily written report of the day’s activities including the disposition of any discrepancies in procedure or materials brought to the attention of the Contractor. Contact the Engineer and Architect by telephone and in writing in the event any reported discrepancy is not satisfactorily resolved.

### **3.6 POST-TENSIONED CONCRETE**

- A. Scope of Work: The extent of Testing Laboratory services required for post-tensioned concrete structures shall include the services specified for Concrete Formwork, Concrete Reinforcing, and Cast-in-Place Concrete in addition to the services specified under this section.
- B. Quality Assurance:
  - 1. Review of Contract Documents and Submittals:
    - a. The Testing Laboratory inspector shall review and become familiar with the structural drawings, specifications, and contractor submittals in so far as they relate to post-tensioning materials, installation, and stressing.
    - b. The Testing Laboratory shall review the mill certificates for post-tensioning steel.
- C. Field Testing:
  - 1. Concrete Strength for Tendon Stressing:

- a. If concrete strength for tendon stressing is to be determined using field-cured cylinders, one additional cylinder per set will be required for post-tensioned concrete floors or walls for the purpose of evaluating concrete strength at the time of stressing. This cylinder shall be stored on the floor where form removal is to occur under the same exposure conditions as the floor concrete. The cylinder shall be cured under field conditions in accordance with ASTM C 31. Field cured test cylinders shall be molded at the same time and from the same samples as Laboratory cured test specimens. The cylinder shall be tested at the time of stressing as directed by the Contractor. The Contractor shall reimburse the Owner for the cost of making and testing these cylinders.
  - b. If concrete strength for tendon stressing is to be determined using the Maturity Method, the Testing Laboratory shall verify that the requirements of ASTM C 1074 are being followed and that the proper criteria for determining concrete strength by this method has been established and is being followed.
2. Testing of Barrier Cables: Confirm that the provided minimum gauge pressure matches required level shown on the shop drawings.
- D. Field Inspection Requirements: The duties and responsibilities of the inspector for the Testing Laboratory shall be as follows:
1. Check the general layout, number of strands, size, spacing, and profile of post tensioning steel for conformance to the shop drawings of the Prestress Supplier. Specific attention and emphasis shall be placed upon horizontal and vertical profiles around floor openings not shown on the shop drawings. Also check for the proper size, grade, number and proper placement of mild reinforcing steel in the post-tensioned elements.
  2. Inspect 100% of end and intermediate anchorages and inserts required for stressing for proper size, type and placement.
  3. Inspect for any mild steel reinforcing bars or spirals required by the Prestress Supplier near stressing anchors.
  4. Perform inspection during concrete placement to observe and report any damage or misalignment of post tensioning steel and embedded anchorages.
- E. Inspection during Stressing Operation: The Testing Laboratory shall be continuously present during the stressing operations and shall have the following responsibilities and duties:
1. Review current calibration data on the proposed stressing equipment.
  2. Ascertain that the concrete compressive strength meets the minimum required strength prior to stressing by evaluating the results of specified tests.
  3. Check the stressing sequence, and verify the required post tensioning forces by observing and inspecting the stressing operation and recording the following information:
    - a. Floor, pour and tendon identification numbers. For walls, indicate wall location.
    - b. Actual measured elongation for each jacking point, and totals for each tendon compared with calculated elongation submitted by Contractor.
    - c. Range of allowable elongations for jacking force or a measure of the deviation of the measured elongations from the calculated elongations. Deviations that do not comply with the specified tolerances shall be noted for the Contractor/Supplier to review and provide recommendations and for the Architect's/Engineer's record.
    - d. Stressing ram number, initial and final gauge load reading during stressing for each tendon.
    - e. Required and actual concrete strength at time of jacking.
    - f. Obvious irregularities or stress loss during anchoring procedures.
    - g. Date of stressing operation and signature of the Contractor's stressing personnel and inspector witnessing the operation.

4. Inspect for spalled concrete, broken tendons or wires, anchorage slippage, or cracks in the concrete near anchors. Immediately notify the Engineer by telephone of any "blowouts" occurring after the stressing operation. Observe the repair of any cracked or spalled concrete as recommended by the Engineer.
- F. Reports: The Testing Laboratory shall submit written inspection reports to the parties as specified describing the tests and inspections made and showing the action taken for nonconforming work. Report uncorrected deviations from plans and specifications and verify implementation of any changes authorized by the Engineer.

### 3.7 MASONRY

A. Quality Assurance:

1. Concrete Masonry Unit: For each type of concrete masonry unit indicated, verify compliance with ASTM C 90 and the strength required by design. Verification may be by reviewing certification from unit producer showing compliance.
2. Review field welder qualifications by certification or verify by retesting. Obtain welder certificates.

B. Field Testing:

1. Masonry Strength Testing:

- a. Verification Testing Frequency: Verification of masonry strength (f'm) will be performed at the beginning of masonry construction.
- b. Mortar:
  - 1) As construction begins, verify the proportions of the site-prepared mortar mix comply with the requirements of ASTM C 270 for the type specified.
  - 2) Verify the proportions of materials in premixed or preblended mortar comply with the requirements of ASTM C 270 for the type specified as delivered to the site.
- c. Grout:
  - 1) Prior to grouting, verify the proportions of site-prepared grout mix comply with the requirements of ASTM C 476 for each type of grout used.
  - 2) Verify the proportions of materials in premixed or preblended grout comply with the requirements of ASTM C 476 as delivered to the site.
  - 3) For grout pre-mixed at a batch plant or otherwise not prepared on site, grout shall be sampled and tested in accordance with ASTM C 1019. Prepare one set of grout samples for testing at seven days and two sets for testing at 28 days.

2. Testing of Non-Shrink Grout for Base Plates and Bearing Plates:

- a. Compressive Strength Tests: Compressive strength of grout shall be determined by testing grout cubes according to the requirements of ASTM C 109 - Modified. Test one set of three cubes at one day, and one set of three cubes at 28 days.
- b. Frequency of Testing: One set of cubes (6 cubes) shall be made for every ten base plates and bearing plates or fraction thereof but not less than one set for each day's operation. One set of cubes shall be made for each day's operation of grouting wall panels.

C. Field Inspection:

1. Mortar Joints: As construction begins, verify that mortar joints are being prepared in accordance with these specifications and ACI 530.1/ASCE 6/TMS 602.
2. Reinforcement and Connectors: Prior to grouting, verify the size, grade, type and placement of reinforcement and connectors is in compliance with specified requirements.
3. Grouting: Prior to any grouting procedure, the grout space shall be inspected to verify that it is clean and that cleanouts, if required, are in place and conform to requirements. Verify through continuous inspection that the placement of grout is in compliance with the requirements of the contract specifications and ACI 530.1/ASCE 6/TMS 602.
4. Anchors: Periodically verify the type, size and location of anchors including anchors of masonry to other structural members, frames, or construction is in compliance with specified requirements.
5. Welding of Reinforcing Bars: Continuously observe the welding of reinforcing bars.
6. Installed items: Verify that installed flashing, weep holes, construction joints, control joints and wall vents are installed in accordance with specifications.

### 3.8 STRUCTURAL STEEL

#### A. Scope of Work:

##### 1. Contract Obligations:

- a. Owner Responsibility: The Owner shall pay for initial shop and field inspections and tests as required during the fabrication and erection of the structural steel.
- b. Testing Laboratory Responsibility: The inspection by the Testing Laboratory of the Fabricator's work shall be in sequence, timely, and performed in such a manner so that corrections can be made without delaying the progress of the work. Inspections shall be performed by qualified technicians with a minimum of two years of experience in structural steel testing and inspection. Refer to Paragraph 1.9B.4 for special requirements for welding inspectors. The Testing Laboratory shall provide test reports of inspections. All test reports shall indicate types and locations of defects found during inspection, the measures required and performed to correct such defects, statements of final approval of welding and bolting of shop and field connections, and other fabrication and erection data pertinent to the safe and proper welding and bolting of shop and field connections. Weld inspection reports shall be signed by an inspector with current certification as an AWS Certified Welding Inspector (CWI). In addition to the parties listed in this Specification the Fabricator and Erector shall receive copies of the test reports.
- c. Rejection of Material or Workmanship: The Owner, Architect, Engineer, and Testing Laboratory reserve the right to reject any material or workmanship not in conformance with the Contract Documents at any time during the progress of the work. However, this provision does not allow waiving the obligation for timely, in sequence inspections.

#### B. Quality Assurance:

1. Verify the fabrication shop's certification from AISC.
2. Verify that the fabricator's fabrication and quality control procedures provide a sound basis for inspection control of workmanship and of the ability to conform to construction documents and industry standards. Review the procedures for completeness and adequacy relative to code requirements for the fabricator's finished product.
3. Review field welder qualifications by certification or verify by retesting. Obtain welder certificates.

#### C. Source Testing: The Testing Laboratory shall provide the following tests at the designated fabrication shops:

1. Test welds completed in the shop according to “Weld Testing” below.
  2. Test bolted connections completed in the shop according to “High-Strength Bolt Testing” below.
- D. Source Inspection: The Testing Laboratory shall provide the following inspections at the designated fabrication shops:
1. Shop Inspection Waiver: The requirement to perform fabricating shop inspections may be waived if the Fabricator produces evidence from the Building Official of being a registered, approved fabricating shop and if allowed by the Engineer.
  2. An initial shop inspection prior to the start of any fabricating work shall be made to accomplish the following:
    - a. Perform tasks outlined below of welding inspection duties described below in Paragraph G “Weld Inspection and Process Monitoring” when shop welding is to be performed.
    - b. Perform tasks outlined in bolt inspection duties described below in “High-Strength Bolt Inspection and Process Monitoring” section below when shop bolting involves joints that are designated on the plans as Pretensioned or Slip-Critical.
  3. Process Monitoring:
    - a. Provide continuous or periodic monitoring of welding as described below in “Weld Inspection and Process Monitoring.”
    - b. Provide continuous or periodic monitoring of bolting as described below in “High-Strength Bolt Inspection and Process Monitoring” of high-strength bolt installation in pre-tensioned or slip-critical joints using turn-of-the-nut without matchmarking or calibrated wrench method of bolt installation.
    - c. Provide periodic verification of specified camber of steel beams.
- E. Field Testing: The Testing Laboratory shall provide the following tests in the field:
1. Test welds completed in the field according to “Weld Testing:” below.
  2. Test bolted connections completed in the field according to “High-Strength Bolt Testing.”
  3. Perform bend tests on completed shear connectors attached to beams as required according to procedures outlined in AWS D1.1. In addition, perform field bend tests on an additional 2% of completed shear connectors on each beam but not less than one connector per beam.
  4. Testing of Non-Shrink Grout for Base Plates and Bearing Plates:
    - a. Compressive Strength Tests: Compressive strength of grout shall be determined by testing grout cubes according to the requirements of ASTM C 109 - Modified. Test one set of three cubes at one day, and one set of three cubes at 28 days.
    - b. Frequency of Testing: One set of cubes (6 cubes) shall be made for every ten base plates and bearing plates or fraction thereof but not less than one set for each day's operation. One set of cubes shall be made for each day's operation of grouting wall panels.
- F. Field Inspection: The Testing Laboratory shall provide the following inspections in the field:
1. Inspect galvanized HSS and other cold-worked structural steel members for cracking or other damage resulting from galvanizing process. Endeavor to complete inspections prior to erection of these members. Immediately notify Contractor and Architect/Engineer of any irregularities discovered.
  2. Provide continuous or periodic monitoring of field welding as described below in “Weld Inspection and Process Monitoring.”

3. Provide continuous or periodic monitoring of field bolting as described below in “High-Strength Bolt Inspection and Process Monitoring” of high-strength bolt installation in pre-tensioned or slip-critical joints using turn-of-the-nut without matchmarking or calibrated wrench method of bolt installation.
  4. Inspect welded or bolted connections that were completed, but not inspected, in the shop. Perform inspections according to Paragraph G “Weld Inspection and Process Monitoring” and/or High-Strength Bolt Inspection and Process Monitoring” as appropriate.
  5. Obtain the planned erection procedure, and review with the Erector’s supervisory personnel.
  6. Check the installation of base plates for proper leveling, grout type, and grout application.
  7. Check structural steel as received in the field for possible shipping damage, workmanship, and identification marking to conform to AISC 360 for structural steel and specified ASTM standards for other steel.
  8. Verify that surveys are occurring as specified to check plumbness and frame alignment as erection progresses. Review the submitted survey report.
  9. Periodically inspect the steel frame for such items as bracing and stiffening details, member locations, and joint details at each connection for compliance with approved construction documents.
  10. Inspect 100% of the column compression and base joints for verification that gaps in contact bearing do not exceed 1/16 inch. Gaps greater than 1/16 inch but less than 1/4 inch shall be reported to the Owner and Engineer for assessment. All gaps greater than 1/4 inch shall be shimmed according to Specification 051200 “Structural Steel Framing.”
  11. Endeavor to guard the Owner against the Contractor cutting, grinding, reaming, or making any other field modification to structural steel without the prior approval of the Engineer. Report any noted unauthorized modifications to the Owner and Engineer.
- G. Weld Inspection and Process Monitoring: The Testing Laboratory shall make the following inspections of the welds and welding processes. Welds performed in the fabricating shop may be inspected in the field unless continuous monitoring of the welding process is herein specified or if access in the field due to other work or shop finishes makes field inspection impractical:
1. Approve Welding Procedure Specifications submitted by the Contractor. Approve any changes submitted by the Contractor to any WPS that has already been approved. Obtain the Welding Procedure Qualification Record (WPQR) for each successful WPS qualification.
  2. Periodically verify welding electrodes to be used and other welding consumables as the job progresses.
  3. Periodically observe joint preparation, assembly practice, welding techniques including preheating and sequence, and the performance of welders with sufficient frequency to assure compliance with code and contract document requirements. Check preheating to assure conformance with AWS D1.1, Section 5.6. Verify procedure for control of distortion and shrinkage stresses.
  4. Continuously observe joint preparation and fit up, backing strips, and runout plates for welded moment connections and column splices.
  5. Periodically provide visual inspection of the root pass of partial and complete joint penetration welds.
  6. Visually inspect 100 % of welds for proper size, length, location, and weld quality in accordance with AWS D1.1 requirements. Unless specifically noted otherwise, all welding shall be considered statically loaded nontubular connections.
  7. Visually inspect 100% of completed shear connectors on each beam.
  8. Visually inspect 100% of the welds of anchors to embedded plates that are to be cast into concrete elements.
  9. In addition to the inspections above, perform the following:
    - a. Continuously monitor and observe joint preparation, assembly practice, welding techniques including preheating and sequence, and the performance of welders for 100% of complete and partial joint penetration welds, plug and slot welds, multiple-pass fillet welds, and single-pass fillet welds greater than 5/16 inch. Check

preheating to assure conformance with AWS D1.1, Section 5.6. Verify procedure for control of distortion and shrinkage stresses.

- b. Periodically monitor welding of single-pass fillet welds that are less than or equal to 5/16 inch.
- c. Periodically monitor the welding of headed studs to floor beams.
- d. Periodically monitor the welding of anchors to embedded plates that are to be cast into concrete elements.

H. Weld Testing:

1. Perform nondestructive examination services using a qualified technician with the necessary equipment to perform the following:
  - a. Nondestructive examination conducted in accordance with the specific requirements for the item being examined including radiographic (RT), ultrasonic (UT), magnetic particle (MT), or dye-penetrant inspection (PT). Nondestructive inspection procedures shall conform to AWS D1.1.
  - b. Interpret, record, and report results of the nondestructive tests.
  - c. Mark for repair, any area not meeting Specification requirements. Correction of rejected welds shall be made in accordance with AWS D1.1.
  - d. Re-examine repair areas and interpret, record, and report the results of examinations of repair welds.
  - e. Verify that quality of welds meet the requirements of AWS D1.1.
2. Fillet Welds: Provide the following:
  - a. MT test a minimum of 10% of the length of each fillet weld exceeding 5/16".
  - b. Periodic MT testing of representative fillet welds 5/16" and less but need not exceed 10% of all such welds, except as required for high rejection rates as indicated in the following paragraph.
  - c. Increase MT testing rate for welders having a high rejection rate as required to ensure acceptable welds.
3. Partial Joint Penetration (PJP) Welds, including Flare-Bevel Groove Welds: Provide the following:
  - a. MT test a minimum of 25% of the length of each PJP weld exceeding 5/16" effective throat.
  - b. Periodic MT testing of representative PJP welds 5/16" and less but need not exceed 10% of all such welds, except as required for high rejection rates as indicated in the following paragraph.
  - c. Increase MT testing rate for welders having a high rejection rate as required to ensure acceptable welds.
4. Complete Joint Penetration (CJP) Welds: Provide the following:
  - a. All CJP welds exceeding 5/16" thickness shall be 100% UT tested per AWS D1.1 Clause 6 Part F. The Testing Laboratory shall review the CJP joints to determine where geometry or accessibility precludes the use of standard scanning patterns per AWS D1.1 Clause 6 Part F. At these locations the testing laboratory shall develop and submit for approval a written testing procedure in accordance with AWS D1.1 Annex S.
  - b. Periodic MT testing of representative CJP welds 5/16" and less not to exceed 10% of all such welds, except as required for high rejection rates as indicated in the following paragraph.
  - c. Increase MT testing rate for welders having a high rejection rate as required to ensure acceptable welds.

5. Acceptance Criteria:
    - a. Visual, MT, PT shall be per AWS D1.1 Table 6.1.
    - b. UT testing shall be per AWS D1.1 6.13.1 and Table 6.2.
  6. Welds of Anchors to Embedded Plates:
    - a. Headed Studs: Perform field bend tests according to AWS D1.1 on 2% of the studs welded to plates, but not less than one stud per plate.
    - b. Deformed Bar Anchors: Perform MT testing on 10% of deformed bar anchors larger than #5 bar.
  7. The costs of repairing defective welds and the costs of retesting by the Testing Laboratory providing services for the Owner shall be borne by the Contractor. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost shall be borne by the Contractor.
- I. High-Strength Bolt Inspection and Process Monitoring: The Testing Laboratory shall perform the following inspections for connections joined with high-strength bolts. Bolting performed in the shop may be inspected in the field unless continuous monitoring of the bolting operation is specified herein:
1. Observe preinstallation verification testing of the pretensioning method to be used in accordance with the requirements of the "Specification for Structural Joints Using High-Strength Bolts".
  2. Check daily the calibration of impact wrenches used in field bolted connections.
  3. Inspect bolt installation for 100% of high strength bolted connections according to inspection procedures outlined in the "Specification for Structural Joints Using High-Strength Bolts".
  4. Monitoring of Bolting Installation:
    - a. Periodic Monitoring: All other joint types and bolt installation methods shall be monitored on a periodic basis.
- J. High-Strength Bolt Testing: The Testing Laboratory shall perform the following tests for connections joined with high-strength bolts:
1. Perform Arbitration Testing according to procedures outlined in the "Specification for Structural Joints using High-Strength Bolts" when a disagreement exists between the Testing Laboratory and the Fabricator as to the minimum tension of installed bolts that have been inspected according to paragraph below.

### **3.9 STEEL DECKING**

- A. Field Inspection:
1. Check steel deck as received in the field for possible shipping damage, workmanship, and identification marking to conform to specified ASTM standards for steel deck.
  2. Periodically monitor the method of attaching the steel floor and roof decking to the structural frame.
  3. Visually inspect 100% of the welding or other attachment method of steel deck to the structure and at sidelaps.

### **3.10 EARTHWORK**

- A. Quality Assurance:

1. Welder Qualifications: Verify welder qualifications either by certification and/or by retesting. Obtain welder certificates.
- B. Refer to Specification 216300 “Steel H-Pile & Tieback Retention System” specification for additional testing and inspection requirements.
- C. Field Testing:
  1. Compacted Fill:
    - a. Verification of Fill Material: Perform classification and testing to verify that the fill material to be used complies with the project specifications.
    - b. Field Density Testing: Perform field density testing as described below:
      - 1) Field density tests shall be run according to ASTM D 6938.
      - 2) Acceptance Criteria: The results of field density tests by the Laboratory will be considered satisfactory if the average of any three consecutive tests has a value not less than the required density with no single test falling more than 2 percent below the required density and the moisture content conforms to the requirements of the specification.
      - 3) Test Frequency for Paved Areas and Building Slab Subgrade:
        - a) Make at least one field density test of the natural subgrade for every 2500 square feet of paved area or building slab but in no case less than three tests.
        - b) In each compacted fill layer or lift, make one field density test for every 2500 square feet of building slab or paved area but in no case less than three tests.
      - 4) Test Frequency for Foundation Wall Backfill: Make at least one field density test for each 200 lineal feet of wall with a minimum of 4 tests for the basement walls around the perimeter of each building and a minimum of one test for every other type of foundation wall on the site. Tests shall be performed in random lifts along each wall.
    - c. Report Copies: Moisture-density curves and results of field density tests shall be submitted to the parties specified earlier in this section.
    - d. Additional Testing: If reports by the Laboratory indicate field densities lower than specified, additional tests will be run by the Laboratory with at least the frequencies scheduled above on recompacted fill and/or natural subgrade. The Testing Laboratory shall notify the Contractor on a timely basis for any required retesting so as not to delay the work. The costs of such tests shall be liable to the Owner for repayment by the Contractor.
  2. Drilled Piers:
    - a. Concrete Cylinders: Make and test concrete cylinders as specified for Cast-in-Place Concrete.
    - b. Explore the bearing stratum of each pier with at least one test hole, drilled by contractor, for each caisson less than 4 feet in diameter and two test holes for each caisson larger than 4 feet in diameter. Extend all test holes to depths the lesser of 2 times the caisson diameter or 8 feet. Probe holes shall be 1.6 to 2.5 inches in diameter. Refer to Specification 316239 “Drilled Concrete Piers” for additional information.
  3. Spread (Excavated) Footings

- a. Concrete Cylinders: Make and test concrete cylinders as specified for Cast-in-Place Concrete.
  - b. Contractor shall drill a small diameter test hole in the bottom of each rock-supported footing to a depth of 1½ times the maximum footing plan dimension (minimum 6 feet, maximum 10 feet). Spread foundations greater than 5 feet in width may require two or more test holes. Additional test holes may also be required by the engineer to adequately evaluate the bearing material.
- D. Field Inspection by the Testing Laboratory:
1. The Testing Laboratory shall provide inspection of materials used in foundation elements as described below.
  2. Compacted Fill:
    - a. Subgrade below Compacted Fill: Observe and verify that the subgrade below compacted fill has been properly prepared before compacted fill construction begins.
    - b. During placement and compaction of fill, determine that the material being used and the maximum lift thickness comply with the specifications.
  3. Drilled Piers:
    - a. Reinforcing Steel: Inspect reinforcing steel for proper number and size of bars and confirm dowel or anchor rod placement into top of pier.
  4. Spread (Excavated) Footings:
    - a. Reinforcing Steel: Inspect reinforcing steel size, number of bars, and placement and confirm dowel or anchor rod placement into footing.
    - b. Subgrade: Verify that foundation bearing conditions are consistent with soil report tests and that the footing is being installed in the proper soil strata at the proper elevation prior to placement of reinforcing steel and concrete.
    - c. Verify that the footing subgrade is clean and free of loose material and debris prior to reinforcing steel and concrete placement.
- E. Foundation Inspection by the Geotechnical Engineer: The Geotechnical Engineer of Record shall provide inspection service for the following items before and during foundation installation as appropriate for the foundation type. The Geotechnical Engineer shall submit written field inspection reports promptly after inspection to the parties listed above and report his findings after each inspection by telephone or e-mail to the Engineer.
1. Spread (Excavated) Footing:
    - a. Subgrade: Verify that foundation bearing conditions are consistent with soil report tests and that the footing is being installed in the proper soil strata at the proper elevation. Make recommendations regarding adjustment to subgrade or bearing elevation if subgrade is not adequate to support footing.
  2. Drilled Piers:
    - a. Bearing Elevation: Observe that piers are founded in proper bearing strata as defined in the Geotechnical Report and that bottom of hole is clean and properly formed. Recommend appropriate action if specified bearing elevation does not provide proper strength.
    - b. Bell and Shaft Sizes: Verify that the shaft and bell diameters are within specified tolerances.

- c. Shaft Stability: Observe the shaft sides as drilling proceeds and recommend appropriate action if sloughing becomes excessive.
- d. Concrete Quantities: Record quantity of concrete placed in each pier and compare against theoretical quantity required. Report discrepancies to Engineer.
- e. Placement Method: Observe that piers are placed by approved methods as defined in the Geotechnical Report and in the Specifications. Confirm that casings are being used as recommended in the Geotechnical Report. Confirm that concrete is not being contaminated by soil encroachment into pier.
- f. Report: For each drilled shaft installed, prepare and submit a report indicating the following information:
  - 1) Name of the Project.
  - 2) Name of the drilling contractor
  - 3) Name of the field superintendent.
  - 4) Pier number and location.
  - 5) Pier shaft diameter.
  - 6) Pier underream diameter (if applicable).
  - 7) Bottom elevation.
  - 8) Top elevation.
  - 9) Pier length.
  - 10) Theoretical volume of concrete in pier.
  - 11) Estimate of actual volume of concrete placed.
  - 12) Reinforcing steel size and depth actually placed.
  - 13) Drilling start and finish time.
  - 14) Concreting start and finish time.
  - 15) Variation from specified tolerances including surveyed location and plumbness.
  - 16) Construction method (dry method, casing method, or slurry displacement method).
  - 17) Groundwater conditions (rate of water infiltration and depth of water in hole prior to concreting for dry piers; water elevation in hole for wet piers).
  - 18) Elevation of top and bottom of any casing left in place.
  - 19) Description of temporary or permanent casing (including purpose, diameter, wall thickness and length).
  - 20) Description and elevation of any obstructions encountered and whether removal was obtained
  - 21) Description of pier bottom including amount and extent of loose material.
  - 22) Method of concrete placement.
  - 23) Any difficulties encountered in drilling or concreting operations.
  - 24) Any deviations from specifications.

The report shall be signed by a licensed engineer in the state where the project is located.

**END OF SECTION 014529**

**RFP EXHIBIT J:  
SCHEDULE OF SPECIAL INSPECTIONS**

<b>DRAFT</b>					
<b>SCHEDULE OF SPECIAL INSPECTION SERVICES</b>					
<b>PROJECT</b>					
<b>MATERIAL / ACTIVITY</b>	<b>SERVICE</b>	<b>APPLICABLE TO THIS PROJECT</b>			
		<b>Y/N</b>	<b>EXTENT</b>	<b>AGENT*</b>	<b>DATE COMPLETED</b>
<b>1704.2.5 Inspection of Fabricators</b>					
Verify fabrication/quality control procedures	In-plant review (3)	Y	Periodic	TA	
<b>1705.1.1 Special Cases</b>					
Earth Retention System components including H-pile installation, pier concreting operation, lagging installation, tieback stressing, installation of welded studs to face of H-piles, application of waterproofing membrane, and reinforcing steel placement and shotcreting application.	Field inspection, Review shop drawings and monitor wall movements	Y	Continuous	TA	
Rock anchor installation and force application	Field inspection	Y	Continuous	TA	
<b>1705.2 Steel Construction</b>					
1. Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, chapter N, paragraph 3.2 for compliance with construction documents)	Submittal Review	Y	Each Submittal; Refer to the applicable requirements established in AISC 360	TA & EOR	
2. Material verification of structural steel	Shop (3) and field inspection	Y	Periodic	TA	
3. Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors)	Field inspection	Y	Periodic	TA	
4. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection	Y	Periodic	TA	
<b>5. Structural steel welding:</b>					
a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1)	Shop (3) and field inspection	Y	Observe or Perform as noted (4); Refer to the applicable requirements established in AISC 360	TA	
b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2)	Shop (3) and field inspection	Y	Observe (4); Refer to the applicable requirements established in AISC 360	TA	
c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3)	Shop (3) and field inspection	Y	Observe or Perform as noted (4); Refer to the applicable requirements established in AISC 360	TA	
d. Nondestructive testing (NDT) of welded joints: <i>see Commentary</i>					
1) Complete penetration groove welds 5/16" or greater in <i>risk category III</i> or <i>IV</i>	Shop (3) or field ultrasonic testing - 100%	Y	Periodic	TA	
2) Complete penetration groove welds 5/16" or greater in <i>risk category II</i>	Shop (3) or field ultrasonic testing - 10% of welds minimum	Y	Periodic	TA	
3) Thermally cut surfaces of access holes when material $t > 2"$	Shop (3) or field magnetic Partical or Penetrant testing	Y	Periodic	TA	
4) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1	Shop (3) or field radiographic or Ultrasonic testing	Y	Periodic	TA	
5) Fabricator's NDT reports when fabricator performs NDT	Verify reports	Y	Each Submittal (5)	TA	
<b>6. Structural steel bolting:</b>					
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1)		Y	Observe or Perform as noted (4); Refer to the applicable requirements established in AISC 360	TA	

<b>DRAFT</b>					
<b>SCHEDULE OF SPECIAL INSPECTION SERVICES</b>					
<b>PROJECT</b>					
<b>MATERIAL / ACTIVITY</b>	<b>SERVICE</b>	<b>APPLICABLE TO THIS PROJECT</b>			
		<b>Y/N</b>	<b>EXTENT</b>	<b>AGENT*</b>	<b>DATE COMPLETED</b>
b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2)		Y	Observe or Perform as noted (4); Refer to the applicable requirements established in AISC 360	TA	
1) Pre-tensioned and slip-critical joints					
a) Turn-of-nut with matching markings		Y	Periodic	TA	
b) Direct tension indicator		Y	Periodic	TA	
c) Twist-off type tension control bolt		Y	Periodic	TA	
d) Turn-of-nut without matching markings		Y	Continuous	TA	
e) Calibrated wrench		Y	Continuous	TA	
2) Snug-tight joints		Y	Periodic	TA	
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3)		Y	Perform (4); Refer to the applicable requirements established in AISC 360	TA	
7. Inspection of steel elements of composite construction prior to concrete placement in accordance with QA tasks listed in AISC 360, Table N6.1	Shop (3) and field inspection and testing	Y	Observe or Perform as noted (4); Refer to the applicable requirements established in AISC 360	TA	
<b>1705.2.2 Steel Construction Other Than Structural Steel</b>					
1. Material verification of cold-formed steel deck:					
a. Identification markings	Field inspection	Y	Periodic, AWS D1.3	TA	
b. Manufacturer's certified test reports	Submittal Review	Y	Each Submittal, AWS D1.4 and ACI 318 Section 3.5.2	TA	
2. Connection of cold-formed steel deck to supporting structure:					
a. Welding	Shop (3) and field inspection	Y	Periodic	TA	
b. Other fasteners (in accordance with AISC 360, Section N6)					
1) Verify fasteners are in conformance with approved submittal		Y	Periodic	TA	
2) Verify fastener installation is in conformance with approved submittal and manufacturer's recommendations		Y	Periodic	TA	
3. Reinforcing steel					
a. Verification of weldability of steel other than ASTM A706	Shop (3) and field inspection	Y	Periodic	TA	
b. Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, boundary elements of special concrete structural walls and shear reinforcement		N	Not applicable		
c. Shear reinforcement		Y	Continuous	TA	
d. Other reinforcing steel		Y	Periodic	TA	
4. Cold-formed steel trusses spanning 60 feet or greater					
a. Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	Y	Periodic	TA	
<b>1705.3 Concrete Construction</b>					
1. Inspection of reinforcing steel installation (see 1705.2.2 for welding)	Shop (3) and field inspection	Y	Periodic	TA	
2. Inspection of prestressing steel installation	Shop (3) and field inspection	Y	Periodic	TA	

**DRAFT****SCHEDULE OF SPECIAL INSPECTION SERVICES**

PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		3. Inspection of anchors cast in concrete where allowable loads have been increased per section 1908.5 or where strength design is used	Shop (3) and field inspection	Y	Periodic
4. Inspection of anchors and reinforcing steel post-installed in hardened concrete: Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source	TA	
5. Verify use of approved design mix	Shop (3) and field inspection	Y	Periodic	TA	
6. Fresh concrete sampling, perform slump and air content tests and determine temperature of concrete	Shop (3) and field inspection	Y	Continuous	TA	
7. Inspection of concrete and shotcrete placement for proper application techniques	Shop (3) and field inspection	Y	Continuous	TA	
8. Inspection for maintenance of specified curing temperature and techniques	Shop (3) and field inspection	Y	Periodic	TA	
9. Inspection of prestressed concrete:	Shop (3) and field inspection				
a. Application of prestressing force		Y	Continuous	TA	
b. Grouting of bonded prestressing tendons in the seismic-force-resisting system		N	Not applicable		
10. Erection of precast concrete members					
a. Inspect in accordance with construction documents	Field inspection	Y	In accordance with construction documents	TA	
b. Perform inspections of welding and bolting in accordance with Section 1705.2	Field inspection	Y	In accordance with Section 1705.2	TA	
11. Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs	Review field testing and laboratory reports	Y	Periodic	TA	
12. Inspection of formwork for shape, lines, location and dimensions	Field inspection	Y	Periodic	TA	
13. Concrete strength testing and verification of compliance with construction documents	Field testing and review of laboratory reports	Y	Periodic	TA & EOR	
<b>1705.4 Masonry Construction</b>					
<b>(A) Level A, B and C Quality Assurance:</b>					
1. Verify compliance with approved submittals	Field Inspection	Y	Periodic	TA	
<b>(B) Level B Quality Assurance:</b>					
1. Verification of $f_m$ and $f_{AAC}$ prior to construction	Testing by unit strength method or prism test method	Y	Periodic	TA	

**DRAFT****SCHEDULE OF SPECIAL INSPECTION SERVICES**

PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		<b>(C) Level C Quality Assurance:</b>			
1. Verification of $f_m$ and $f_{AAC}$ prior to construction and for every 5,000 SF during construction	Testing by unit strength method or prism test method	Y	Periodic	TA	
2. Verification of proportions of materials in premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout, as delivered to the project site	Field inspection	Y	Continuous	TA	
3. Verify placement of masonry units	Field Inspection	Y	Periodic	TA	
<b>(D) Levels B and C Quality Assurance:</b>					
1. Verification of Slump Flow and Visual Stability Index (VSI) of self-consolidating grout as delivered to the project	Field testing	N	Not applicable		
2. Verify compliance with approved submittals	Field inspection	N	Not applicable		
3. Verify proportions of site-mixed mortar, grout and prestressing grout for bonded tendons	Field Inspection	N	Not applicable		
4. Verify grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages	Field Inspection	N	Not applicable		
5. Verify construction of mortar joints	Field Inspection	N	Not applicable		
6. Verify placement of reinforcement, connectors, and prestressing tendons and anchorages	Field Inspection	N	Not applicable		
		N	Not applicable		
7. Verify grout space prior to grouting	Field Inspection	N	Not applicable		
		N	Not applicable		
8. Verify placement of grout and prestressing grout for bonded tendons	Field Inspection	N	Not applicable		
9. Verify size and location of structural masonry elements	Field Inspection	N	Not applicable		
10. Verify type, size, and location of anchors, including details of anchorage of masonry to structural members, frames, or other construction.	Field inspection	N	Not applicable		
		N	Not applicable		
11. Verify welding of reinforcement (see 1705.2.2)	Field inspection	N	Not applicable		
12. Verify preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F)	Field inspection	N	Not applicable		
13. Verify application and measurement of prestressing force	Field Inspection	N	Not applicable		

**DRAFT****SCHEDULE OF SPECIAL INSPECTION SERVICES**

PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		14. Verify placement of AAC masonry units and construction of thin-bed mortar joints (first 5000 SF of AAC masonry)	Field inspection	N	Not applicable
15. Verify placement of AAC masonry units and construction of thin-bed mortar joints (after the first 5000 SF of AAC masonry)	Field inspection	N	Not applicable		
		N	Not applicable		
16. Verify properties of thin-bed mortar for AAC masonry (first 5000 SF of AAC masonry)	Field inspection	N	Not applicable		
17. Verify properties of thin-bed mortar for AAC masonry (after the first 5000 SF of AAC masonry)	Field inspection	N	Not applicable		
		N	Not applicable		
18. Prepare grout and mortar specimens	Field testing	N	Not applicable		
		N	Not applicable		
19. Observe preparation of prisms	Field inspection	N	Not applicable		
		N	Not applicable		
<b>1705.5 Wood Construction</b>					
1. Inspection of the fabrication process of wood structural elements and assemblies in accordance with Section 1704.2.5	In-plant review (3)	N	Not applicable		
2. For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans	Field inspection	N	Not applicable		
3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans	Field inspection	N	Not applicable		
4. Metal-plate-connected wood trusses spanning 60 feet or greater: verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package	Field inspection	N	Not applicable		
<b>1705.6 Soils</b>					
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field inspection	Y	Periodic	TA	
2. Verify excavations are extended to proper depth and have reached proper material.	Field inspection	Y	Periodic	TA	
3. Perform classification and testing of controlled fill materials.	Field inspection	Y	Periodic	TA	
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field inspection	Y	Continuous	TA	
5. Prior to placement of controlled fill, observe subgrade and verify that site has been prepared properly	Field inspection	Y	Periodic	TA	

**DRAFT****SCHEDULE OF SPECIAL INSPECTION SERVICES**

PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		<b>1705.7 Driven Deep Foundations</b>			
1. Verify element materials, sizes and lengths comply with requirements	Field inspection	N	Not applicable		
2. Determine capacities of test elements and conduct additional load tests, as required	Field inspection	N	Not applicable		
3. Observe driving operations and maintain complete and accurate records for each element	Field inspection	N	Not applicable		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element	Field inspection	N	Not applicable		
5. For steel elements, perform additional inspections per Section 1705.2	See Section 1705.2	N	Not applicable		
6. For concrete elements and concrete-filled elements, perform additional inspections per Section 1705.3	See Section 1705.3	N	Not applicable		
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge	Field inspection	N	Not applicable		
8. Perform additional inspections and tests in accordance with the construction documents	Field Inspection and testing	N	Not applicable		
<b>1705.8 Cast-in-Place Deep Foundations</b>					
1. Observe drilling operations and maintain complete and accurate records for each element	Field inspection	Y	Continuous	TA	
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes	Field inspection	Y	Continuous	TA	
3. For concrete elements, perform additional inspections in accordance with Section 1705.3	See Section 1705.3	Y	See Section 1705.3	TA	
4. Perform additional inspections and tests in accordance with the construction documents	Field Inspection and testing	Y	In accordance with construction documents	TA	
<b>1705.9 Helical Pile Foundations</b>					
1. Verify installation equipment, pile dimensions, tip elevations, final depth, final installation torque and other data as required.	Field inspection	N	Not applicable		
2. Perform additional inspections and tests in accordance with the construction documents	Field Inspection and testing	N	Not applicable		

**DRAFT****SCHEDULE OF SPECIAL INSPECTION SERVICES**

PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		<b>1705.10.1 Structural Wood Special Inspections For Wind Resistance</b>			
1. Inspection of field gluing operations of elements of the main windforce-resisting system	Field inspection	N	Not applicable		
2. Inspection of nailing, bolting, anchoring and other fastening of components within the main windforce-resisting system	Shop (3) and field inspection	N	Not applicable		
<b>1705.10.2 Cold-formed Steel Special Inspections For Wind Resistance</b>					
1. Inspection during welding operations of elements of the main windforce-resisting system	Shop (3) and field inspection	N	Not applicable		
2. Inspections for screw attachment, bolting, anchoring and other fastening of components within the main windforce-resisting system	Shop (3) and field inspection	N	Not applicable		
<b>1705.10.3 Wind-resisting Components</b>					
1. Roof cladding	Shop (3) and field inspection	N	Not applicable		
2. Wall cladding	Shop (3) and field inspection	N	Not applicable		
<b>1705.11.1 Structural Steel Special Inspections for Seismic Resistance</b>					
Inspection of structural steel in accordance with AISC 341	Shop (3) and field inspection	N	Not applicable		
<b>1705.11.2 Structural Wood Special Inspections for Seismic Resistance</b>					
1. Inspection of field gluing operations of elements of the seismic-force resisting system	Field inspection	N	Not applicable		
2. Inspection of nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system	Shop (3) and field inspection	N	Not applicable		
<b>1705.11.3 Cold-formed Steel Light-Frame Construction Special Inspections for Seismic Resistance</b>					
1. Inspection during welding operations of elements of the seismic-force-resisting system	Shop (3) and field inspection	N	Not applicable		
2. Inspections for screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system	Shop (3) and field inspection	N	Not applicable		
<b>1705.11.4 Designated Seismic Systems Verification</b>					
Inspect and verify that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with Section 1705.12.3	Field inspection	N	Not applicable		

<b>DRAFT</b>						<b>SCHEDULE OF SPECIAL INSPECTION SERVICES</b>					
<b>PROJECT</b>											
<b>MATERIAL / ACTIVITY</b>	<b>SERVICE</b>	<b>APPLICABLE TO THIS PROJECT</b>				<b>Y/N</b>	<b>EXTENT</b>	<b>AGENT*</b>	<b>DATE COMPLETED</b>		
<b>1705.11.5 Architectural Components Special Inspections for Seismic Resistance</b>											
1. Inspection during the erection and fastening of exterior cladding and interior and exterior veneer						Field inspection	N	Not applicable			
2. Inspection during the erection and fastening of interior and exterior nonbearing walls						Field inspection	N	Not applicable			
3. Inspection during anchorage of access floors						Field inspection	N	Not applicable			
<b>1705.11.6 Mechanical and Electrical Components Special Inspections for Seismic Resistance</b>											
1. Inspection during the anchorage of electrical equipment for emergency or standby power systems						Field inspection	N	Not applicable			
2. Inspection during the anchorage of other electrical equipment						Field inspection	N	Not applicable			
3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units						Field inspection	N	Not applicable			
4. Inspection during the installation and anchorage of HVAC ductwork that will contain hazardous materials						Field inspection	N	Not applicable			
5. Inspection during the installation and anchorage of vibration isolation systems						Field inspection	N	Not applicable			
<b>1705.11.7 Storage Racks Special Inspections for Seismic Resistance</b>											
Inspection during the anchorage of storage racks 8 feet or greater in height						Field inspection	N	Not applicable			
<b>1705.11.8 Seismic Isolation Systems</b>											
Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system						Shop and field inspection	N	Not applicable			
<b>1705.12.1 Concrete Reinforcement Testing and Qualification for Seismic Resistance</b>											
1. Review certified mill test reports for each shipment of reinforcement used to resist earthquake-induced flexural and axial forces in reinforced concrete special moment frames, special structural walls, and coupling beams connecting special structural walls						Review certified mill test reports	N	Not applicable			

<b>DRAFT</b>						<b>SCHEDULE OF SPECIAL INSPECTION SERVICES</b>					
<b>PROJECT</b>											
<b>MATERIAL / ACTIVITY</b>	<b>SERVICE</b>	<b>APPLICABLE TO THIS PROJECT</b>				<b>Y/N</b>	<b>EXTENT</b>	<b>AGENT*</b>	<b>DATE COMPLETED</b>		
2. Verify reinforcement weldability of ASTM A615 reinforcement used to resist earthquake-induced flexural and axial forces in reinforced concrete special moment frames, special structural walls, and coupling beams connecting special structural walls	Review test reports					N	Not applicable				
<b>1705.12.2 Structural Steel Testing and Qualification for Seismic Resistance</b>											
Test in accordance with the quality assurance requirements of AISC 341	Shop (3) and field testing					N	Not applicable				
<b>1705.12.3 Seismic Certification of Nonstructural Components</b>											
Review certificate of compliance for designated seismic system components.	Certificate of compliance review					N	Not applicable				
<b>1705.12.4 Seismic Isolation Systems</b>											
Test seismic isolation system in accordance with ASCE 7 Section 17.8	Prototype testing					N	Not applicable				
<b>1705.13 Sprayed Fire-resistant Materials</b>											
1. Verify surface condition preparation of structural members	Field inspection					Y	Periodic	TA			
2. Verify application of sprayed fire-resistant materials	Field inspection					Y	Periodic	TA			
3. Verify average thickness of sprayed fire-resistant materials applied to structural members	Field inspection					Y	Periodic	TA			
4. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design	Field inspection and testing					Y	Per IBC Section 1705.13.5	TA			
5. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material	Field inspection and testing					Y	Per IBC Section 1705.13.6	TA			
<b>1705.14 Mastic and Intumescent Fire-Resistant Coatings</b>											
Inspect mastic and intumescent fire-resistant coatings applied to structural elements and decks	Field inspection					Y	Periodic	TA			
<b>1705.15 Exterior Insulation and Finish Systems (EIFS)</b>											
1. Verify materials, details and installations are per the approved construction documents	Field inspection					N	Not applicable				
2. Inspection of water-resistive barrier over sheathing substrate	Field inspection					N	Not applicable				

**DRAFT**

**SCHEDULE OF SPECIAL INSPECTION SERVICES**

PROJECT		APPLICABLE TO THIS PROJECT			
MATERIAL / ACTIVITY	SERVICE	Y/N	EXTENT	AGENT*	DATE COMPLETED
		<b>1705.16 Fire-Resistant Penetrations and Joints</b>			
1. Inspect penetration firestop systems	Field testing	Y	Per ASTM E2174	TA	
2. Inspect fire-resistant joint systems	Field testing	Y	Per ASTM E2393	TA	
<b>1705.17 Smoke Control Systems</b>					
1. Leakage testing and recording of device locations prior to concealment	Field testing	Y	Periodic	TA	
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification	Field testing	Y	Periodic	TA	
<b>* INSPECTION AGENTS</b>					
<b>FIRM</b>	<b>ADDRESS</b>	<b>TELEPHONE NO.</b>			
1. [Name of Testing Firm] (TA)					
2. Walter P. Moore (EOR)	1201 Peachtree St NE, Atlanta, GA 30361	404-898-9620			
3. [Name of MEP Engineers] (EOR2)					
4. [Name of Architect] (AOR)					
<p>Notes: 1. The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional.</p> <p>2. The list of Special Inspectors may be submitted as a separate document, if noted so above.</p> <p>3. Special Inspections as required by Section 1704.2.5 are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.2</p> <p>4. Observe on a random basis, operations need not be delayed pending these inspections. Perform these tasks for each welded joint, bolted connection, or steel element.</p> <p>5. NDT of welds completed in an approved fabricator's shop may be performed by that fabricator when approved by the AHJ. Refer to AISC 360, N7.</p>					
Are Requirements for Seismic Resistance included in the Statement of Special Inspections?				<b>No</b>	
Are Requirements for Wind Resistance included in the Statement of Special Inspections?				<b>No</b>	
DATE:				10-Sep-14	

**RFP EXHIBIT K – MODEL CONTRACT**



**[MODEL CONTRACT]**

**SERVICE AGREEMENT**  
***Construction Materials Testing***

This Service Agreement (hereinafter "Agreement") is made this #<sup>st</sup> day of **Month, 2015** by and between **Contractor** (hereinafter "Contractor") located at **Contractor / Vendor Address** and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing *Construction Materials Testing Services*; and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the **Sandy Springs City Center Project Team, or designee**, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and

additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until June 30, 2016 and shall automatically renew for up to two (2) additional one (1) year terms.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30)

days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Exhibit F Contractor Affidavit Under O.C.G.A. § 13-10-91(B)(1) and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

12. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to Sandy Springs:**

John McDonough, City Manager  
7840 Roswell Road, Building 500

**With copies to:**

Wendell Willard, City Attorney  
7840 Roswell Road, Suite 330

Sandy Springs, Georgia 30350

Sandy Springs, Georgia 30350

**If to Contractor:**

With copies to:

\_\_\_\_\_  
Contractor Contact, Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

13. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

14. **Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

16. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

17. **Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

18. **Interpretation of Exhibits**

The provisions of the main body of this Agreement shall govern the relationship between

the City and the Contractor. In the event of conflicts or inconsistencies between this Contract Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

**19. Copyright, Trademark and Patient Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patient Indemnification shall survive the termination, cancellation or expiration of this agreement.

**20. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

(SEAL)

\_\_\_\_\_  
**CONTRACTOR OR VENDOR NAME**

By: \_\_\_\_\_  
Name:

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary

(SEAL)

\_\_\_\_\_  
Witness

This Agreement to be executed in four (4) originals.

## **CONTRACT EXHIBITS**

**CONTRACT EXHIBIT A** Scope of Services

**CONTRACT EXHIBIT B** Fee Schedule

**CONTRACT EXHIBIT C** Certification of Contractor - Georgia Security and Immigration Compliance Act

**CONTRACT EXHIBIT D** Certification of Sponsor Drug-Free Workplace

**CONTRACT EXHIBIT E** Affidavit Verifying Status for City Public Benefit Application

**CONTRACT EXHIBIT F** Contractor Affidavit Under O.C.G.A. § 13-10-91(B)(1)

**CONTRACT EXHIBIT G** Insurance Requirements

**CONTRACT EXHIBIT H** Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964

**CONTRACT EXHIBIT A**

**SCOPE OF SERVICES**

Section 2 of RFP # 15-075

**CONTRACT EXHIBIT B**

**FEE SCHEDULE**

To be provided by Offeror in their Response to RFP # 15-075

**CONTRACT EXHIBIT C**

**CERTIFICATION OF CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

**CONTRACT EXHIBIT D**  
**CERTIFICATION OF SPONSOR**  
**DRUG-FREE WORKPLACE**

**CONTRACT EXHIBIT E**

**Affidavit Verifying Status for City Public Benefit Application**

**CONTRACT EXHIBIT F**  
**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)**

**CONTRACT EXHIBIT G**  
**INSURANCE REQUIREMENTS**

## **CONTRACT EXHIBIT H**

### **NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. **Solicitations for subcontracts, including procurements of materials and equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.