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COUNTY
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DEKALB COUNTY PUBLIC LIBRARY

Darro C. Willey-Administrative Center, 3560 Kensington Road, Decatur, GA 30032

INVITATION TO BID

The Dunwoody Library Staff Work Area Renovation

Project #00118

December 19, 2017

Administrative Services Manager:	Jackee Kimbro 404-508-7190, ext. 2236 kimbroj@dekalblibrary.org
Mandatory Pre-Bid Conference and Site Visit:	January 9, 2018, 1:00 p.m. Dunwoody Library 5339 Chamblee-Dunwoody Rd. Dunwoody, GA 30338
Deadline for Submission of Substitution Requests:	January 12, 2018, by 5:00 p.m.
Deadline for Submission of Questions:	January 16, 2018, by 5:00 p.m.
Deadline for Submission of Bids/Bid Opening	January 23, 2018, at 3:00 p.m.

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

DeKalb County Public Library is soliciting bids for qualified vendors to renovate the staff work area at the Dunwoody Library.

The undersigned can obtain a Dunwoody Library Staff Area Renovation project manual and a copy of the architectural drawings for review and information gathering from <http://dekalblibrary.org/ITB>. These documents must be returned to DeKalb County Public Library, if undersigned is not the successful bidder.

The undersigned, as bidder, declares (1) that the only person or parties interested in this bid as principals are those named herein; (2) that this bid is made without collusion with any other person, firm, or corporation; (3) that he has carefully examined the Instructions to Bidders, specifications and the plans therein referred to; and (4) that he has carefully examined the locations, conditions, and classes of materials of the proposed work. The undersigned agrees that he/she will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction and will do all work and furnish all the materials called for in the purchase order and specifications in the manner prescribed therein.

It is further agreed that lump sum prices may be increased to cover additional work not shown on the plans or required by the specifications, in accordance with the provisions of the General Requirements. Similarly, they may be decreased to cover deletions of work so ordered.

It is understood that the work is to be completed in full within the time designated. Time designated will be reached by negotiation between the successful bidder and the Library.

The undersigned hereby declares that he/she has visited the site, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the plans, specifications, and contract documents relating to the work covered by his/her bid, that he/she agrees to do the work, and that no representations made by the County are in any sense a warranty, but are mere estimates for guidance of the Contractor. Upon receipt of notice of the acceptance of the bid, the undersigned within ten days will deliver a Certificate of Insurance and proof of Employers Liability Insurance and such other bonds as may have been required in the specifications.

The Notice to Proceed may be issued on the date of acceptance of the bid requiring the undersigned to commence work not later than ten (10) days thereafter. The undersigned further declares that he will provide all necessary tools and apparatus, do all work, and furnish all materials, and do everything required to carry out the above mentioned work covered by this bid, in strict accordance with the bid documents, and the requirements pertaining thereto, for the sum of sums above set forth.

Name of Bidder: _____

Title: _____ Date: _____

INSTRUCTIONS TO BIDDERS:

A. GENERAL DESCRIPTION: This Project consists of the Staff Area Renovation of the Dunwoody Library. A general description of this project, by "Prime" trades, is as follows (not to be taken as a complete description or extent of the work):

1. General Construction Work: The construction of the facility, in general, consists of demolition of any and all existing interior site appurtenances, connection to existing utilities, concrete repair, metal stud framing, drywall, millwork, aluminum storefront and curtain walls, interior finishes, and building specialties.
2. Heating, Ventilating and Air Conditioning Work: Provide a complete system of heating, ventilating and air conditioning, and miscellaneous specialty equipment and systems, as shown, specified, or required by the Construction Documents.
3. Electrical Work: Provide a complete system of electrical distribution, conduit, panels, switches, wiring, fixtures, etc., including all special equipment and systems as shown, specified, or required by the Construction Documents.
4. Codes and Permits: Construction work shall be performed in compliance with the requirements of all applicable, local, state (including the Accessibility Standards), and federal laws, regulations, and rules, and the requirements of the Construction Documents.
5. Protection: Existing surrounding area and property shall be properly protected from damage and left undamaged from all operations of the Contractor.
6. Contract documents, drawings and specifications for the work are on file and open for inspection at the Darro C. Willey-Administrative Center, 3560 Kensington Road, Decatur, GA 30032. A complete set of documents may be obtained from the Library's website at <http://dekalblibrary.org/ITB>.

B. INTERPRETATIONS OR ADDENDA:

1. No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents or any part thereof.
2. Requests for interpretations shall be made in writing to the Library via e-mail to kimbroj@dekalblibrary.org no later than January 16, 2018.
3. Interpretations made to a bidder will be in the form of an Addendum to the Bid Documents.
4. If the questions involve the acceptability or use of any unspecified products or methods, it must be accompanied by the substitution request form which

includes specifications or other data in sufficient detail to enable the Library Project Manager to determine the acceptability, equality and suitability of the unspecified product or method. Substitution requests must be received by January 12, 2018 at 5:00 p.m. Form is attached.

5. Addenda will be e-mailed to each bonafide Plan holder holding Bid Documents, but it shall be the Bidders' responsibility to make inquiry as to the Addenda issued, and provide distribution of Addenda to his subcontractors and suppliers. Addenda will also be posted at <http://dekalblibrary.org/ITB>.
6. Addenda shall become part of the contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

C. INSPECTION OF SITE:

1. A mandatory pre-bid conference and site visit will be held at 1:00 p.m. on January 9, 2018 at the Dunwoody Library, 5339 Chamblee-Dunwoody Road, Dunwoody, GA 30338. Bidders are required to attend and participate in the mandatory pre-bid conference and site visit. Failure of a Bidder to attend or sign in at the mandatory pre-bid conference and site visit may be cause for rejection of Bid. For information regarding the mandatory pre-bid conference and site visit, please contact Jackee Kimbro, Administrative Services Manager at 404-508-7190 or kimbroj@dekalblibrary.org.
2. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Bid Documents.
3. The Bidder by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding that which he should have been on notice as a result thereof.

D. BASIS OF AWARD:

1. The Bid, if awarded, will be awarded to the lowest responsive and responsible bidder submitting the lower "Base Bid" for All Work; complying with the Conditions of the Bid Documents, within the Owner's Budget.
2. The Bidder to whom the award is made will be notified at the earliest possible date.

3. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in his interest.
4. Bids for the Base Bid will be held good for a period of ninety (90) days for "ALL WORK".

E. POINT OF CONTACT:

1. Jackee L. Kimbro, Administrative Services Manager at 404-508-7190, ext: 2236 with any procedural or technical questions regarding the specifications are submitted in writing prior to the closing date. If any substantive changes or clarifications are made to one vendor, they will be communicated to all in the form of a written addendum.
2. No oral, telephone or facsimile bids/quotes or modifications will be considered. Written modifications to a bid/quote will be accepted only prior to the bid/quote opening date.

F. SUBMITTING BIDS

1. Respondent must submit two (2) copies of the bid by **3:00 p.m. on January 23, 2018.**
2. Both must contain original signatures. Any bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the vendor to have his/her quote delivered to the DeKalb County Public Library for receipt on or before the stated time and date. If a bid is sent by U.S. mail, the vendor shall be responsible for its timely delivery. Bids delayed by mail will not be considered and shall not be opened.

BIDDER'S LUMP SUM PRICE SCHEDULE

The undersigned, as Bidder, declares that he has carefully examined the Bid Document Package for ITB Project 00118-1 the Dunwoody Library Staff Work Area Renovation Project, including the Specifications therein contained, the Drawings therein referred to, and all Addenda and that he proposes and agrees that if his Bid is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the "Base Bid." The Base Bid includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Drawings, Specifications, the Contract, and all addenda and authorized written clarifications issued prior to the Bid date. Without limitation, the Base Bid also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead and profit.

Base Bid: To perform and complete "All Work" required by the bid documents for the staff work area renovation of the Dunwoody Library.

TOTAL BASE BID: _____
_____ Dollars (\$ _____).

This sum shall be identified as the Contract Sum.

DeKalb County, GA is exempt from local and state sales tax.

In the event of the award of a purchase order to the undersigned, the undersigned will (1) furnish a Certificate of Insurance, (2) proof of Workers Compensation and Employers Liability Insurance, (3) insure and guarantee the work until final completion and acceptance and (4) guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. The work proposed to be done shall be accepted when the Owner is satisfied that work is fully completed and finished in accordance with the plans and specifications. The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 Dated _____	Received _____
Addendum No. 2 Dated _____	Received _____
Addendum No. 3 Dated _____	Received _____

The contractor is to provide the number of working days required to complete the project:

THE UNDERSIGNED AGREES TO COMPLETE THE PROJECT WITHIN _____ CALENDAR DAYS.

The contractor is to provide any special considerations regarding working hours. Library operating hours are Monday through Wednesdays 10 a.m. – 8:00 p.m. and Thursdays through Saturdays, 10 a.m. – 5:00 p.m. The library would like to remain open and operational to the public as much as possible during this process. Particular attention will need to be paid to dust, noise and safe separation of working space and public access space.

The contractor is to provide the number of days required to be closed: _____ days

INSURANCE REQUIREMENTS:

- I. If the Library sends to you notice of award on this bid, take this form to your insurance agent as this form contains requirements that may be non-standard in the insurance industry.
 - II. Instruct your insurance agent that the Library’s requirements are listed in Section III, and that you *must* comply with these requirements before you may proceed with the work.
 - III. Before the starting of any work, the successful contractor must furnish to DeKalb County Public Library certificates of insurance from companies doing business in Georgia and acceptable to the Library as follows:
 1. Certificates must cover Statutory Workers’ Compensation Insurance.
 2. Certificates must cover Comprehensive Liability Insurance on all operations and automobiles:
 - a. With limit of \$300,000 each occurrence, inclusive of protection against bodily injury due to excavation, shoring, underpinning and blasting, to the extent to which such risks are present – general liability coverage, with limits of \$100,000 each person and \$300,000 each occurrence – automobile liability coverage.
 - b. With limit of \$100,000 property damage each occurrence, inclusive of protection against damage due to excavation, shoring, underpinning and lasting, to the extent to which such risks are present – general liability coverage, and with limit of \$100,000 property damage each occurrence – automobile liability coverage.
 - c. “Umbrella” or “Excess” coverage cannot be used to reach the limits stated in a. and b.
1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this contract.
 2. Certificates to contain the location and operations to which the insurance applies.
 3. Certificates to contain successful contractor’s protective coverage for any sub-contractor’s operations. If this coverage is included in General Liability, please

indicate on the Certificate of Insurance.

4. Certificates to contain successful contractor's contractual insurance coverage. If this coverage is included in General Liability, please indicate on the Certificate of Insurance.

Certificates are to be issued to:

DeKalb County Public Library
DeKalb County, Georgia
Decatur, Georgia 30030

5. The successful contractor shall mail insurance documents listed in this form to:

DeKalb County Public Library
3560 Kensington Road
Decatur, Georgia 30032

6. The successful contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all sub-contractors who are engaged in this work.
7. Ask your insurance agent to review the form after it is typed so that the form will not be returned because the typist omitted a policy number, some other obvious omission, or made a material typographical error.
8. Either you or your insurance agent mail or bring the certificate to the address above.

NOTE: DO NOT DETACH BID FROM OTHER PAPERS. Fill in with ink, and submit complete with attached papers.

(IF AN INDIVIDUAL)

SIGNATURE OF BIDDER: _____

Business Address: _____

(Phone No. _____)

Tax ID No. _____

(IF A CO-PARTNERSHIP)

FIRM NAME: _____(SEAL)

By: _____(Signature) (SEAL)

Business Address: _____

Names and Addresses of all Members of the Firm: _____

(Phone No. _____)

Tax ID No. _____

(IF A CORPORATION)

CORPORATE NAME: _____

Business Address: _____

(Phone No. _____)

Tax ID No. _____

By: _____(Signature must be an officer other than Secretary)

ATTEST: _____

Corporate Secretary

(CORPORATE SEAL)

Names of Officers:

President: _____

Secretary: _____

Treasurer: _____

GENERAL REQUIREMENTS

ACKNOWLEDGMENT OF ADDENDA

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Acknowledgments must be received by the County before the Bid opening time and date. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. All addenda issued for this Project may be found on the Library's website at <http://dekalblibrary.org/ITB>.

AUTHORITY TO SIGN

If a Bid is submitted by an individual, his/her name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

BUILDERS' RISK INSURANCE COVERAGE

DeKalb County shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles: Sub-limits: Property in Transit \$1,000,000 Property in Offsite Storage \$1,000,000 Plans & Blueprints \$25,000 Debris Removal 25% of Insured Physical Loss 9 Delay in Completion / Soft Cost TBD Ordinance of Law (Increased Cost of Construction) \$1,000,000 Flood and Earthquake TBD – Full Contract Value Deductibles: Flood and Earthquake \$25,000 Water Damage other than Flood \$100,000 All other Perils \$10,000

RIGHTS RESERVED

The County reserves the right to reject any or all Bids, to waive informalities, and to readvertise. The County reserves the right to decide which Bid will be deemed lowest, responsive and responsible. For consideration as a responsible Bidder, the proposed Bidder shall, among other

qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle him to consideration as a responsible Bidder. A list of work of similar character successfully completed may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the County, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal, and may be cause for rejection as non-responsive. No Bid may be revoked or withdrawn until ninety (90) days after the time set for opening the Bids.

CONTRACT TERM

As required by O.C.G.A §36-60-13, this Contract shall commence immediately upon the execution date. This Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no 10 further renewals, on December 31, 2018, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

AWARD OF CONTRACT

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the County, price and other factors considered. The County is entitled to make the determination in its sole discretion. The Contract form shall be a Contract Purchase Agreement Number with all terms, conditions, requirements, drawings and specifications of ITB 17-100878 incorporated therein by reference and shall form a binding contract between the contracting parties. For identification purposes, the corresponding Notice of Award Letter, the Contractor's accepted Response, and ITB 17-100878 shall collectively be assigned a Contract Purchase Agreement Number. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Contractor's accepted Response; and the County's ITB. If any portion of the County's ITB shall be in conflict with any other portion, the various documents comprising the County's ITB shall govern in the following order of precedence: The General Requirements of the Contract; the Specifications; the Drawings, as between schedules and information given on the Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed Drawings shall govern over general Drawings; and the Bid Document Package.

FAILURE TO EXECUTE CONTRACT

The County shall have ninety (90) days after the time set for openings of Bids to notify a Bidder of the County's acceptance of the Bid and its intent to award the Contract to such 11 Bidder. If the County so notifies a Bidder and the Bidder fails to enter into the Contract in the form specified herein within ten (10) days of receiving such notice, or fails within that time to provide proof of

required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the County as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the County might otherwise have against the Bidder, and the County shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law. TIME AND LIQUIDATED DAMAGES Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within 100 days from and including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the County liquidated damages in the amount of one hundred Dollars (\$100) for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

LOCATIONS AND SITE

The site of the proposed Work is at the stated location(s) within DeKalb County, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. The Bidder shall, before submitting a Bid, visit the site and acquaint itself with the actual conditions and the location of any or all obstructions that may exist on the site. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. Each Bidder, prior to submitting his Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all of the documents comprising the 12 Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize himself shall in no way relieve any Bidder from any obligation in respect to his Bid. The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the County. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the office of the GIS Department of DeKalb County located on the 4th floor of the Clark Harrison Building at 330 W. Ponce De Leon Ave., Decatur, GA 30030. The Contractor shall not be entitled to damages and agrees not to make any claim against the County, its officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION

All qualifying Contractors and Subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. In order for a Bid to be considered, it is mandatory that the Bidder's Affidavit of Compliance with O.C.G.A. §13-10-91 included in this packet be completed and submitted with the Bid.

GEORGIA OPEN RECORDS ACT

Contractors will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

ETHICS RULES

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

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least two (2) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name _____

Contact Person Name and Title _____

Telephone _____ Fax _____

Primary Address _____ City _____ GA Zip _____

Email Address _____

Project Name and Description _____

Company Name _____

Contact Person Name and Title _____

Telephone _____ Fax _____

Primary Address _____ City _____ GA Zip _____

Email Address _____

Project Name and Description _____

REFERENCE CHECK RELEASE STATEMENT

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

Signed _____ Title _____

(Authorized Signature of Bidder) Company Name

_____ Date _____

REQUEST FOR SUBSTITUTION

The undersigned Contractor requests consideration of the following request for substitution:

Date: _____

Project Name: _____

Specified Product: _____

Section Number: _____

Section Title: _____

Part, Article, Paragraph: _____

Description of specified work: _____

Requested Substitution: (Include product data and supplemental information as requested by the Architect)

Manufacturer's Certification:

The undersigned represents the manufacturer of the requested substitution and hereby certifies and warrants that the function and quality of the requested substitution is equivalent or superior to the specified work.

manufacturer's representative name and signature

date

company

Contractor's Acceptance:

The undersigned certifies the following is true and accurate, unless noted otherwise, about requested substitution if accepted:

1. It has been investigated and determined to be equivalent or superior to specified work in all respects.
2. Warranty will be equivalent or superior to warranty for specified work.
3. It will have no adverse effect on related, associated, and adjacent work.
4. It will have no adverse effect on dimensions and will not delay construction progress.
5. Maintenance service and replacement parts are reasonably available.
6. Cost information included in request is complete and includes all related costs to integrate it into Work. Also, if modifications are required in the Contract Documents, costs are included for services of Architect's, and Architect's Consultants.
7. Claims for additional costs which may subsequently become apparent are waived.
8. Coordination, installation, and necessary changes in the Work will be complete in all respects.
9. It will function and perform same as specified work. Should requested substitution fail to function and perform as specified work, Contractor shall remove requested substitution and install specified work at no additional cost to Owner.

Change to Contract Sum: \$ _____ [] Decrease [] Increase

Change to Contract Time: [] Adds _____ days [] Deletes _____ days [] Has no impact

Reason for Substitution: [] Substitution for Cause [] Substitution for Convenience

Contractor's name and signature

date

company

Architect's Action:

- Recommends acceptance
- Does not recommend acceptance
- Returned - Request does not comply with specified requirements

Architect's name and signature

date

company

Owner's Action:

- Accepts
- Does not accept

Owner's name and signature

date

company