CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement"), which has an effective date of JUNE 26, 2024, ("Effective Date") is made by and between Harrison Contracting Company, Inc. ("HCC") and EFFINGHAM COUNTY BOARD OF COMMISSIONERS ("Customer"). (HCC and Customer will be referred to, individually, as "Party" and collectively as the "Parties").

Project Name and Address ("Project"): EFFINGHAM COUNTY – CLARENCE MORGAN SPORTS COMPLEX EXTERIOR STEEL: 1750 GA

HWY 21 S, SPRINGFIELD, GA 31329

Contract Sum ("Contract Sum"): \$56,975.00

Commencement Date of Work ("Start Date"): Completion Date of Work ("Completion Date"):

- 1. Contract Sum and Payments. Customer agrees to pay HCC the Contract Sum for the Scope of Work as set forth in this Agreement, its attachments, and the HCC bid or proposal ("Bid") for the project regardless of whether that Bid is attached to this Agreement ("Scope of Work"). Unless stated otherwise in a written document signed by HCC and Customer, Customer will pay HCC's invoices or payment applications (each a "Payment Application" and collectively, the "Payment Applications") within thirty (30) days of Customer's receipt of each such Payment Application. HCC will send each Payment Application to Customer via email or such other delivery method as specified by Customer in writing. If Customer disputes any portion of a Payment Application, it will pay the undisputed amount of that Payment Application within thirty (30) days of receipt of that Payment Application. With such payment, Customer will provide a written dispute of the remainder of the Payment Application that sets forth, in detail, why the remainder of the Payment Application is being disputed.
- 2. **Scope of Work.** In exchange for the Contract Sum, HCC agrees to complete the Scope of Work, that is set forth on the attached Exhibit, which is incorporated into this Agreement as though fully set forth here.
- 3. **Commencement of Work.** HCC agrees to begin the Work within seven (7) days of receipt of written notice from Customer to HCC, but such commencement of Work will not be before the Start Date contained in this Agreement (see above). HCC agrees to familiarize itself with the intended and actual progress of the general work to ensure that it will have materials and labor available to begin its Work on the Start Date. HCC agrees to maintain sufficient labor and materials on the Project throughout the progress of the Project to perform its Work without delay to any other parties on the Project.

4. Insurance

- 4.1. Prior to the Start Date and until completion and final acceptance of the Work, HCC shall, at its own expense, maintain the following insurance on its own behalf, and furnish one or more certificates of insurance to Customer showing this coverage, including all effective dates. HCC shall carry insurance that has the following minimum limits of coverage:
 - 4.1.1. Worker's Compensation Insurance. HCC shall carry no less than the minimum amount of coverage required by the State where the Project is located and/or of the residence of the employees employed by HCC on the Project as required by applicable law
 - 4.1.2. **Commercial General Liability Insurance.** HCC shall carry Commercial General Liability Insurance with the following minimum policy limits: Each Occurrence: \$1,000,000; General Aggregate: \$2,000,000; Products/Completed Operations Aggregate: \$2,000,000; and Personal and Advertising Injury Limit: \$1,000,000.

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- 4.1.3. Comprehensive Automobile Liability Insurance. HCC shall carry Comprehensive Automobile Liability Insurance with the following minimum policy limit: Combined Single Limit: \$1,000,000.
- 4.2. **Modification of Insurance Coverage.** The insurance coverage for which this Section 4 provides shall not be cancelled or modified until at least thirty (30) calendar days' prior written notice has been given by HCC to Customer of such cancellation or modification.

5. Indemnification.

- 5.1. To the fullest extent permitted by applicable law, HCC will indemnify, defend, and hold Customer and its directors, employees, members, officers, and/or shareholders (each a "Customer Indemnitee" and collectively, the "Customer Indemnitees") harmless from and against claims, damages, losses, and reasonably necessary expenses (including, but not limited to, reasonable attorneys' fees) caused by any act or omission occurring during the performance of the Scope of Work by HCC or anyone for whom HCC is responsible. This indemnification covers:
 - 5.1.1. Any claim, damage, loss, or expense as a result of bodily injury, sickness, disease or death, but only to the extent caused by a negligent act or omission of HCC or anyone for whom HCC is responsible; or
 - 5.1.2. Any injury to or destruction of tangible property, but only to the extent caused by a negligent act or omission of HCC or anyone for whom HCC is responsible.
- 5.2. Notwithstanding anything contained in this Agreement, HCC has no obligation to indemnify, defend, or hold any Customer Indemnitee harmless from and/or against any claim that arises out of the following:
 - 5.2.1. The sole negligence of a Customer Indemnitee; or,
 - 5.2.2. An intentional or willful act of a Customer Indemnitee.
- 6. **HCC Bound to Other Contracts or Agreement.** HCC agrees to be bound (but only as to HCC's Scope of Work) to Customer to the same extent that Customer is bound to the person or entity that hired Customer for the Project as set forth in Customer's contract for the Project ("Prime Contract").
- 7. **Storage of Materials.** HCC shall receive, unload, protect, and store its materials in its own storage facilities or areas designated by Customer.
- 8. **HCC Parking.** HCC will assure its employees or workers park in the parking areas specified by Customer for such parking.
- 9. **Coordination of Work.** HCC shall coordinate its Work with other contractors or subcontractors on the Project. HCC will perform its Work according to the schedule or critical path established and communicated by Customer to HCC.
- 10. **Work to Be Completed to Industry Standards; Punch lists.** HCC will complete its Scope of Work to the industry standards established for its Scope of Work and complete any punch lists as requested, in writing, by Customer.

11. **Termination.**

11.1. **Termination for Material Breach.** If one of the Parties commits a material breach of this Agreement ("Breaching Party"), the other Party ("Non-Breaching Party") may terminate this Agreement on seven (7) days' written notice. If the breach is capable of being cured within that seven (7) days and the Breaching Party cures the breach during that time period, this Agreement shall not terminate. If the breach is not capable of being cured within seven (7) days, this Agreement shall not terminate if the Breaching Party has made significant efforts to cure the breach during the seven (7) days after receipt of the Notice. In all other cases, the Non-Breaching Party shall have the right to either terminate the Agreement or unilaterally extend that cure period for any amount of time as determined by it within its sole discretion.

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- 11.2. **Termination of Insolvency.** This Agreement shall automatically terminate on the occurrence of any of the following events:
 - 11.2.1. A Party files a voluntary petition for bankruptcy;
 - 11.2.2. A Party is unable to pay its debts as they become due;
 - 11.2.3. A receiver is appointed over a Party or over its assets; or,
 - 11.2.4. A Party makes an assignment for the benefit of creditors.
- 11.3. **Termination for Involuntary Bankruptcy.** This Agreement will terminate thirty-one (31) days after the date on which an involuntary petition of bankruptcy is filed against a Party if the petition is not dismissed within thirty (30) days of the date on which it was filed.
- 12. **Change Orders.** Any additional work or changed work outside the Scope of Work is to be approved by Customer, in writing, by the issuance of a Change Order. Such Change Order may be issued before or after the additional or changed work is completed by HCC. Should Customer order additional or changed work beyond the Scope of Work and fails or refuses to execute a Change Order for that work, the lack of an executed Change Order will not preclude a claim by HCC for compensation for that additional or changed work.
- 13. **Dispute Resolution.** The Parties agree that all disputes arising under this Agreement shall be submitted to a mediator jointly selected by the Parties. If the Parties are unable or unwilling to agree on a mediator, the mediation shall be conducted by Cole House Mediation ("Cole House") located in Marietta, Georgia, or the American Arbitration Association ("AAA") located in Atlanta, Georgia, with the party initiating the dispute selecting the organization to administer the mediation. If the Parties fail to resolve their dispute at mediation, the dispute shall be submitted to either Cole House or the AAA for arbitration with the party initiating the dispute selecting the organization to administer the arbitration. Regardless of which organization is selected to administer the arbitration, the arbitration shall be conducted according to the procedural rules set forth in the then current Constitution Industry Arbitration Rules of the AAA; however, the fees or costs set forth in those Rules shall be inapplicable to any arbitration administered by Cole House. Each party to the mediation and the arbitration shall share equally in all the costs, expenses, and fees charged by the mediator, Cole House, the AAA, and the arbitrator. Should a party fail or refuse to pay its portion of the costs, expenses, or fees when due ("Non-Paying Party") and the other party must pay such costs, expenses, or fees for the mediation or arbitration to proceed, the Non-Paying Party loses its right to reimbursement as the prevailing party in the arbitration. The location of the arbitration will be in the City where the HCC office closest to the Project in question is located, unless the State law where the Project is located requires the arbitration occur in that State. In that event, the arbitration hearing will be held at a location selected by HCC in the City/County where the Project is located. The dispute will be resolved by a single arbitrator regardless of the amount in dispute. The arbitrator must issue a reasoned award. The substantive law of the State of Georgia shall apply to any dispute. This Agreement shall be a contract made and to be performed in the State of Georgia, unless the law of the State where the Project is located mandates that its law be applied in which case the law of the State where the Project is located shall be applied.
- 14. Waiver of Jury Trial. EACH OF THE PARTIES KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES ANY RIGHT THAT IT HAS OR MIGHT HAVE TO A TRIAL BY JURY ON ANY CLAIM THAT DOES, OR MIGHT, ARISE UNDER THIS AGREEMENT OR OTHERWISE TOUCHES ON OR CONCERNS THIS AGREEMENT.
- 15. Litigation and Losing Party Pays.
 - 15.1. **Litigation.** If either Party brings a lawsuit under this Agreement or otherwise touching on or concerning this Agreement, the defendant in such litigation may choose to proceed with that litigation or seek to have the litigation dismissed or stayed and compel arbitration. Should the defendant move to compel arbitration, the plaintiff in such litigation shall reimburse the defendant for all reasonably necessary costs, expenses, and fees incurred by it in compelling arbitration. And, if the plaintiff in that litigation is the prevailing party in the arbitration, it shall not be entitled

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- to reimbursement of its costs, expenses, or fees under Section 15.2, below. If mediation has not occurred prior to the commencement of litigation, the parties must stay the litigation and engage, in good faith, in mediation of the disputes presented in the complaint filed in the litigation.
- 15.2. **Losing Party Pays.** The losing party in any arbitration or litigation shall reimburse the prevailing party for all of the following incurred by the prevailing party: all costs, expenses, or fees paid to the mediator, Cole House, the AAA, or the arbitrator; court and litigation costs; any costs, expenses, or fees paid to witnesses to compel their attendance at a deposition, a hearing, or trial; reasonable expert witness fees; other reasonably necessary costs, expenses, or fees (for example, photocopying fees of exhibits and the cost of preparation of items used at a deposition, hearing, or trial); all costs, expenses, or fees incurred on appeal; and, reasonable attorneys' fees incurred from the notice of the dispute through any final appeal.
- 16. **Headings of Sections and Paragraphs.** The headings of the Sections and Paragraphs in this Agreement are for convenience only and not to be used in construing or interpreting the terms and provisions of this Agreement.
- 17. **Cleaning Work Site.** HCC will assure that it leaves its portion of the Project in clean and broom swept condition at the conclusion of its Scope of Work.
- 18. **Signatures and Copies.** A digital, electronic, DocuSign, PDF, or facsimile signature on this Agreement or any Change Order shall have the same legal effect as an original signature. A partially executed version of this Agreement or any Change Order transmitted either digitally or electronically by the Party that signed it shall have the same legal effect as the delivery of the original of the document. A true and accurate copy of a fully executed digital version, electronic version, DocuSign version, PDF version, or facsimile of this Agreement or any Change Order may be used for any purpose, including introduction into evidence, without the necessity of producing an original of the document.
- 19. **Counterparts.** This Agreement may be signed in counterparts, which, when taken together constitutes a single agreement.
- 20. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected.
- 21. **Contract Documents.** The Parties understand and agree that the contract documents applicable to this Project ("Contract Documents") and which are binding on both Parties consist of the following:
 - 21.1. This Agreement;
 - 21.2. Any Exhibits to this Agreement, which are incorporated by reference into this Agreement as though fully set forth here;
 - 21.3. The plans and specifications for the Project (if any), which are incorporated by reference into this Agreement as though fully set forth here; and,
 - 21.4. The Bid provided by HCC for the Project, which is incorporated by reference into this Agreement as though fully set forth here.
- 22. **Construction and Interpretation.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neutral genders and vice versa. This Agreement is not to be considered for or against one of the Parties because that Party or that Party's representative did the initial draft of this Agreement. This Agreement is a joint effort of the Parties with each of them being provided with the opportunity to negotiate over the terms of the document.
- 23. Force Majeure.
 - 23.1. **Definition of Force Majeure Event.** A "Force Majeure Event" means an Act of God or the public enemy; pandemic; shutdown of all or portions of the economy by order of a governmental

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- official, governmental agency, or quasi-governmental official or entity; war, insurrection, or riots; civil unrest; fires, governmental actions; strikes or labor disputes; or any other cause beyond a Party's control that results in that Party's inability to perform its duties or obligations under this Agreement.
- 23.2. **No Liability for Default Caused by Force Majeure Event.** Neither Party will be in default of this Agreement because of its failure or inability to perform its duties under this Agreement if that failure or inability is due to a Force Majeure Event.
- 23.3. **Notice of Force Majeure Event.** The Party that contends that it is unable to perform its duties under this Agreement because of a Force Majeure Event must give written notice of that Force Majeure Event to the other Party. Such notice shall state the nature of the Force Majeure Event, how it affects that Party's ability to perform its duties and obligations under this Agreement, and some reasonable estimate of when the Force Majeure Event will no longer prevent that Party from performing its duties or obligations under this Agreement. If the Force Majeure Event has a duration of more than seven (7) days, the notice must be updated every seven (7) days until the Force Majeure Event is over.
- 24. **Notices.** Any notice required or permitted by this Agreement must be in writing and sent to the intended recipient at its email address and physical address. The notice sent to the physical address must be sent to the intended recipient via a delivery method that requires a signature of the intended recipient to effectuate delivery ("**Physical Delivery**"). The notice shall be effective when the copy sent via Physical Delivery is delivered to the intended recipient or when it is apparent that he or she is failing or refusing to accept delivery of that copy of the notice (*i.e.*, the notice is not delivered after Two (2) attempts to do so). The email address and physical address of each Party is set forth on the signature page, below. Either Party may change its email address or physical address by giving notice of such change to the other Party.
- 25. **Entire Agreement.** This Agreement along with the other Contract Documents and any attachments constitutes the entire agreement between the Parties. Any communications (oral or written) made prior to the execution of this Agreement concerning the subject matter of this Agreement, HCC's Scope of Work, or the Project and which are not contained in this Agreement, the other Contract Documents, or any attachments to this Agreement are null, void, and of no effect. This Agreement may be amended, modified, or supplemented only by a written document signed by both Parties.

PROPOSAL ACCEPTANCE:

By signing below, Customer representative EFFINGHAM COUNTY BOARD OF COMMISSIONERS (print name) agrees, on behalf of Customer, to the foregoing Agreement and HCC's proposal or bid, which is incorporated by reference into this Agreement as though fully forth here. This constitutes your notice to proceed. Should Customer cancel the contract within thirty (30) days prior to the State Date, HCC is entitled a cancellation fee equal to twenty percent (20%) of the total Contract Sum. If the cancellation is received more than thirty (30) days prior to the Start Date, no cancellation fee will be assessed.

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IN WITNESS WHEREOF the Parties have had their authorized representatives, corporate officers, or owners of the Parties set their hands and seals on the day and year first above written.

By: Its: Effective Date: Date Signed: _		By:	,20
Effective Date: Date Signed: Addre Email Address:	,20, 20, 20	Effective Date: Date Signed:	,20 ,20
Date Signed: _ Addre Email Address: Physical	esses for Notices to Customer:		,20 ,20
Date Signed: _ Addre Email Address: Physical	esses for Notices to Customer:		, 20
Email Address: Physical			
Address: Physical			or Notices to Harrison Contracting:
		_ Email Address:	legal@harrisoncontracting.com
	Attention: Physical Address:	Physical Address:	Attention: Legal Department Harrison Contracting Co., Inc. 65 East Industrial Court Villa Rica, Georgia 30180
		With a Copy	to (which shall not constitute notice):
		Email Address:	lpostic@mindspring.com
		Physical Address:	Lionel J. Postic Lionel J. Postic, P.C. 1300 Ridenour Boulevard, Suite 100 Kennesaw, Georgia 30152

Exhibit 1 to Construction Agreement Scope of Work

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PURCHASE ORDER

Effingham County Board of Commissioners

804 S LAUREL STREET SPRINGFIELD, GA 31329 Phone: 912-754-2159

Phone: 912-754-2159 Fax: 912-754-8413

SHIP TO

Effingham County Board of Commissioners 804 S.Laurel Street

P.O. #

6/18/2024

23-RFQ-056

Springfield, GA 31329 ATTN : Danielle Carver

AUTHORIZED DATE

912-754-2159

VENDOR

Harrison Contracting Company 65 East Industrial Ct. Villa Rica, GA 30180

ATTN : Andy Jennings

ajennings@harrisoncontracting.com

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM#	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Exterior Steel Painting at Clarence E Morgan Sports Complex	1	\$56,975.00	\$ 56,975.00
	as submitted for 23-RFQ-056			

OTHER COMMENTS OR SPECIAL INSTRUCTIONS
ECBOC is a tax exempt entity. Tax ID# is 58-6000821

AUTHORIZED BY - PRINT NAME

 SUBTOTAL
 \$ 56,975.00

 TAX RATE
 \$

 TAX
 \$

 S & H
 \$

 OTHER
 \$

 TOTAL
 \$ 56,975.00

Harrison Contracting Company agrees to complete the exterior painting and additional scope as described in 23-RFQ-056 and their proposal dated 5/21/2024. The County references the terms, conditions and specifications contained in 23-RFQ-056.

Harrison Contracting Company - SIGNATURE	TITLE
Harrison Contracting Company - PRINT NAME	DATE
10 Men	Vice Chairman
AUTHORIZED BY - SIGNATURE	AUTHORIZED BY - TITLE
Roger Burdette	06/18/2024



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Proposal submitted: 5/21/2024 Proposal expires: 8/31/2024

Seth Zeigler Effingham County Parks and Landscape 1750 GA Highway 21 South Springfield GA 31329

QUOTE DESCRIPTION: EFFINGHAM CO - Clarence Morgan Sports Complex - Exterior Steel

SCOPE OF WORK:

Harrison Contracting Company (HCC) proposes to supply all labor, materials, insurance, equipment and taxes to perform the following work at Clarence Morgan Sports Complex, 1750 GA Highway 21 South, Springfield GA 31329:

EXTERIOR painted areas will include:

- a. Steel cross beams and columns at (10) designated seating area canopies;
- b. Steel frame at (5) designated scorekeeper stands;
- c. Steel cross beams and columns at (1) designated pavilion canopy;
- d. Steel cross beams and columns at batting cage canopy..
- 1. All designated surfaces will be cleaned and prepared as necessary to receive new coatings, per standards outlined herein;
- 2. Apply primer coat to designated metal surfaces as necessary with exterior bonding primer;
- 3. Apply two coats of exterior waterborne alkyd semi-gloss to designated metal surfaces;
- 4. ACCESS METHODOLOGY: Pricing is based on surfaces being accessed using a man lift, from ladders and from ground level as necessary. If other means are required to safely access paintable surfaces to complete project, additional equipment fees will apply.
- 5. APPLICATION METHODOLOGY: Material to be applied via roller, brush or spray, as applicable.
- 6. COLORS: ** COLOR CHANGE ** All areas to be painted BLACK.

TOTAL AMOUNT: \$56,975

<u>SEE PAGES 2-6 FOR HCC REPAINT STANDARDS, PHOTOS, ADDITIONAL SCOPE NOTES, EXCLUSIONS AND RESPONSIBILITIES. ACCEPTANCE OF THIS PROPOSAL CONSTITUTES AGREEMENT WITH ALL TERMS AND CONDITIONS.</u>





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EXHIBIT 1
**INITIALS OF CUSTOMER

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NOTES:

Batting cage nets must be removed by others prior to painting...

EXCLUSIONS:

Canopy decking or roofing.

Chan link fences.

Walls or doors at any adjacent building.

Any surface, item or task not specifically mentioned in the scope of work outlined above.

CONTRACTOR RESPONSIBILITIES

- 1. Contractor shall have valid licenses and insurance. A valid COI with stated necessary limits can be provided at customer's request.
- The Contractor shall obtain permits as necessary. Please note that some permits may require additional charges.
- 3. The Contractor shall comply with all fire and OSHA safety regulations throughout the project.
- 4. Contractor shall notify Owner's representative a minimum of (1) one day in advance of starting and painting and/or pressure cleaning so that vehicles or other equipment can be moved or protected by owner as necessary.
- 5. All unpainted areas of the ground, building, windows, parking areas, and sidewalks shall be left clean of any paint drippings and splatter. Vegetation and other property shall be protected. Contractor is responsible for replacement of damaged property, only where damage is due to workmen's negligence. HCC is not responsible for damage to vehicles that are not moved after notice advising vehicle owners to find alternate parking options.
- 6. Unless otherwise directed, buildings will be painted with gutters and downspouts in place.
- 7. The Contractor shall arrange with Owner for working space, space for storage trailer for materials and equipment, and access to the areas where work of the Contractor is to be performed.
- 8. The Contractor, once having started the work, shall continuously and expeditiously proceed with its vigorous prosecution until completion. However, delays may occur which are not controlled by contractor. These include, but are not limited to: labor disputes, accidents, direct or indirect acts of governments, fires, floods, hurricanes, or other force majeure.
- 9. All stages, ladders, etc., shall be secured at the end of each workday.
- 10. Should any unforeseen conditions be found during the project, HCC will notify the customer immediately in order to determine remedial measure necessary to correct conditions.
- 11. The Contractor may supply a mobile trailer to store paint, equipment and other materials. Owner will assign parking spaces as needed.
- 12. Unless otherwise noted, HCC provides a one-year warranty on workmanship. Material warranties are per manufacturer specifications,

CUSTOMER RESPONSIBILITIES

- Customer is to reduce or remove vegetation, vehicles and equipment as necessary to permit technicians free and adequate access to areas to be painted.
- 2. Customer shall permit contractor to govern any temporarily closed parking areas to ensure vehicles and pedestrians remain a safe distance away from work areas.
- Owner shall supply electrical service for equipment and water for building cleaning and clean-up. Owner shall supply electricity and water at no cost to the Contractor.
- 4. Payment in full is expected within 30 days after completion and approval of project.

PROPOSAL ACCEPTANCE, WITH CONTRACT TO FOLLOW:

By signing below, owner representative (name)	Roger Burdette (ECBOC)	_ does hereby agree to the acceptance of this proposal. This
proposal will be Exhibit A of the contract that will fol	low this acceptance.	
Signed	Date: 06/18/2024	



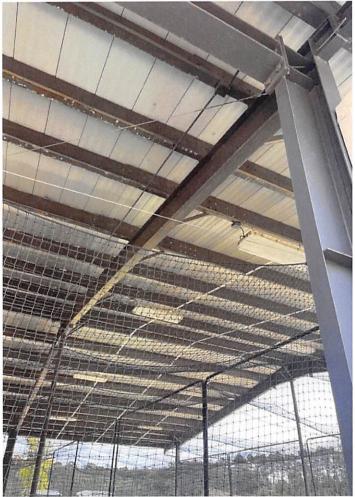


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PHOTOS - GENERAL SCOPE AREAS: CLICK HERE FOR FULL PHOTO FILE.







ATLANTA DALLAS/FT. WORTH DESTIN/FT. WALTON ORLANDO SAVANNAH TAMPA



EXHIBIT 1
**INITIALS OF CUSTOMER

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HARRISON CONTRACTING - REPAINT STANDARD PRACTICES:

GENERAL SURFACE PREPARATION

Surfaces to be coated must be dry, clean, sound, and free from all contamination including loose and peeling paint, dirt, grease, chalk, efflorescence, mildew, rust, and dust.

Remove loose paint, chalk, and efflorescence as noted by substrate. Putty all nail holes and caulk all cracks and open seams. Feather back all rough edges to sound surface by sanding. Prime all bare and porous substrates with an appropriate primer.

ALL HARD GLOSSY SURFACES:

Mechanically abrade using power tool to remove sheen and create profile Wipe surface with PRE-PAINT NO RINSE CLEANER Apply test sample of primer or finish and allow to dry. Check for adhesion before continuing project.

PRESSURE CLEANING:

Apply a chemical mixture of chlorine, Simple Green or similar cleaner and water to surfaces to kill all mildew. Use approximately 3,000 lbs. psi of pressure to pressure clean and remove mildew, chalking, and loose material. Use ROTO Tip for severely peeling areas - Prime these areas with appropriate primer. Prevent run-off into waterways, sewars or onto adjacent properties at all times.

SEALING, CHALK, AND EFFLORESCENCE:

Verify powder residue on surface is either chalking due to weathering or efflorescence. If efflorescence exists, address as necessary. Apply surface conditioner solution with brush, roller, airless, or pressure sprayer as needed to chalky surfaces.

CAULK AND SEALANT:

Caulk all gaps or through wall openings with specified material product.

Hairline cracks are covered by normal priming and painting.

Cracks - 1/16" to 1/8"

Rack over with knife and clean. Seal with surface conditioner. Fill with patching compound, blending with adjacent surfaces.

Cracks 1/8" to 1/4"

Cut a v-groove. Rake out with knife and clean. Seal with surface conditioner. Fit with backer rod if necessary.

RUST STAINS ON MASONRY SURFACES:

Remove stains with rust stain remover, rinse and let dry. Treat stain with oxalic acid.

Seal with surface conditioner.

Prime Rust through from metal lathe or reinforcing steel repairs as appropriate.

MASONRY AND CONCRETE PATCHING:

Deteriorating stucco area less than 2 square inches in size and 1/4" deep:

Sound out and remove loose stucco/concrete. Seal with surface conditioner.

Fill with Elastomeric patching compound blending with adjacent surfaces. This will be bridged approximately two (2) inches on both sides and center crowned directly over cracks to allow for thermal movement. Patches will be done to match existing surfaces as close as possible.





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METAL:

After pressure washing and mildew treatment, mechanically sand, power tool to remove loose paint and rust Feather all edges as much as possible

Clean surface to be painted by wiping down with PRE-PAINT NO RINSE CLEANER.

Prime rust and bare metal with appropriate primer.

Apply surface conditioner as necessary to previously coated chalking surfaces.

WOOD:

After pressure washing and mildew treatment, sand, scrape, and wire brush remaining loose paint if necessary. Patch holes as necessary with appropriate material product.

Prime patched areas and bare areas with primer.

CEMENT COMPOSITION SIDING AND PANELS:

After pressure washing and mildew treatment, sand, scrape, and wire brush remaining loose paint if necessary.

Patch holes as necessary with appropriate product

Prime patched areas and bare areas with primer

PROTECTION:

Protect elements surrounding the work of this section from damage or disfiguration.

Utilize drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

CONSTRUCTION CLEANING:

Maintain areas which are under contractor's control on a daily basis.

Remove waste materials, debris and rubbish from job site daily and dispose of off-site, conforming to applicable regulations for disposal of debris to prevent run-off into waterways or onto adjacent properties.

At end of project remove all trash, buckets and debris.

STORAGE AND PROTECTION:

Store products immediately upon delivery, in accordance with manufacturer recommendations with seals and labels intact.

Protect material until installed.

Remove empty paint containers from site.

ENVIRONMENTAL REQUIREMENTS:

Do not apply material during inclement weather, when humidity is above 85 % or when air substrate surface temperature is below recommendations.

Prevent water (from pressure washing) run-off into waterways, sewars or onto adjacent properties at all times

COLORS

To be approved by owner prior to the beginning project

Provide field sample illustrating coating color, product sheen, texture and finish appearance.

APPLICATION:

Apply products in accordance with manufacturer's recommendations.

Do not apply finishes to surfaces that are not dry.

Apply each coat to dry film thickness as recommended by manufacturer.

Allow applied coat to dry before next coat is applied.

Apply exterior coatings using brush, roll or spraying where applicable.

