

FULTON COUNTY GOVERNMENT



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 15RFP022315K-NH**

DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON DANFORTH ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD INTERSECTION

For

PUBLIC WORKS and GENERAL SERVICES DEPARTMENT

RFP ISSUANCE DATE: April 13, 2015

PRE-PROPOSAL MEETING DATE: April 27, 2015; 2:00 PM

RFP DUE DATE AND TIME: May 22, 2015; 11:00 AM

PURCHASING CONTACT: Nancy Harrison, Assistant Purchasing Agent

E-MAIL: nancy.harrison@fultoncountyga.gov

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is seeking qualified firms to provide Design-Build Services ("D/B Services") for the design and construction of Sidewalk Improvements on Danforth Road from Rehoboth Circle to Cascade Road Intersection.

This procurement is the second step of a two-step process. The initial step was formally and publicly advertised as a Statement of Qualifications. Firms that submitted qualifications and that received an evaluation score of seventy-five (75) points or above by the Fulton County evaluation committee are invited through this Request for Proposal (RFP) to submit technical and cost proposals. This project will require all engineering, construction, quality control, etc., necessary to complete the design and construction.

Fulton County, Georgia ("County") is seeking Proposals from pre-qualified contractors to provide Design/Build Services for Sidewalk Improvements on Danforth Road from Rehoboth Circle to Cascade Road. The City of Atlanta recently constructed sidewalks on the portion of the roadway within the city limits. This project is intended to extend the same type of improvements along the remainder of Danforth Road and includes American with Disabilities Act (ADA) improvements to the intersection at Cascade Road. The Design/Build Team will provide design, construction, and right of way acquisition (where needed) of sidewalks, the addition of curbs and gutters, additional improvements to the storm drainage system through the addition of inlet structures and longitudinal drainage along Danforth Road. The project will begin at Rehoboth Circle and end at Cascade Road Intersection.

This project will require all engineering, construction, quality control, etc., and shall be prepared to provide expertise, resources and personnel experienced in the various phases of planning, right of way acquisition, lighting design and engineering. Under the Contract, the Proposer(s) shall furnish all design, labor, materials and equipment needed to perform the work.

This project is funded 100% by local monies appropriated by the Fulton County Board of Commissioners.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Sidewalk Improvements on Danforth Road to the most advantageous Proposer based on the cost and the evaluation factors set forth in the solicitation document.

1.1.1 Permits:

Proposer(s) shall obtain all necessary permits for this project as identified in Section 3, Proposal Requirements of this document.

1.1.2 Rights of Way/Easements:

Proposer(s) shall obtain all necessary permits for this project as identified in Section 3, and specifically Section 3.4.11, Right of Way, in the Proposal Requirements of this document.

1.2 BACKGROUND:

The Facilities & Transportation Services Department (now Public Works and General Services Department) conducted a Public Notice Announcement (PNA) and held an Industry Forum on February 10, 2014. From this PNA a Statement of Qualifications was issued to prequalify responsive proposers to participate in this solicitation on May 27, 2014, and proposers who met the required qualifications to participate were selected on October 22, 2014.

The City of Atlanta recently constructed sidewalks on the portion of the roadway within the city limits. This project is intended to extend the same type of improvements along the remainder of Danforth Road and includes ADA improvements to the intersection at Cascade Road. The Design/Build Team will provide design, construction, and right of way acquisition (where needed) of sidewalks, the addition of curbs and gutters, additional improvements to the storm drainage system through the addition of inlet structures and longitudinal drainage along Danforth Road. The project will begin at Rehoboth Circle and end at Cascade Road Intersection.

Existing Conditions

Danforth Road is an asphalt surface roadway, with curb and gutter in some locations extending from New Hope Road to Cascade Road. During the summer of 2013, the City of Atlanta constructed sidewalks, curb and gutter, lighting, drainage improvements, etc. within the city boundaries. The section of roadway maintained by Fulton County has irregular geometry in that the pavement width is non-uniform. In the area of the newer subdivision at Reunion Place, the roadway currently has sidewalk and curb and gutter. Near the project terminus, there is sidewalk and curb and gutter in relatively poor condition. The drainage on the roadway is mostly surface flow except in the areas of curb and gutter. In multiple locations, there are mailbox and entrance structures within the right of way. There are also numerous trees and some brush within the existing right of way.

1.3 PROCUREMENT PROCESS

The County is following a procurement process pursuant to Title 36, Chapter 91 of the Official Code of Georgia Annotated ("O.C.G.A.") and other applicable law for the selection of a single contractor to provide both design and construction services for this Design/Build ("D/B") project.

1.4 SELECTION PROCESS

The County will make an award to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration the evaluation factors set forth in this RFP.

Each proposal will be reviewed to determine whether it has been submitted in accordance with the proposal requirements. Proposals deemed non-responsive will be rejected from further review and the Offeror will be advised in writing.

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may conduct a Best and Final Offer ("BAFO") process and each Offeror will be given the opportunity to participate in discussions, negotiations and revisions of their proposals. The County may also conduct oral presentations/interviews.

1.5 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

A complete set of plans may be purchased at a cost of \$27.15 from ARC Document Solutions.

Send an e-mail to Atlanta.customerservice@e-arc.com and they will send you a link to the project to order online. If you have difficulty or questions, you may also send a request (404) 873-5911 and ask for Customer Service.

ARC Document Solutions' Atlanta office is located at:
640 10th Street
Atlanta, GA 30318

As noted all documents related to the solicitation process can be delivered, shipped or picked up at any ARC Document Solutions location throughout the Southeast. These locations are listed at the following internet address: <http://www.e-arc.com/locations>.

A viewing copy **(FOR VIEWING PURPOSES ONLY)** of the Drawings will be available in the Department of Purchasing & Contract Compliance Plan Room located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303.

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **April 27, 2015 at 2:00 PM** in the Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rholanda.stanberry@fultoncountyga.gov.

1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, May 18, 2015 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall

be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Department of Purchasing contact person,

Nancy Harrison, Assistant Purchasing Agent
Fulton County Department of Purchasing
Suite 1168, 130 Peachtree Street, SW
Atlanta, GA 30303
Fax Number: (404) 893-1744
Nancy.Harrison@fultoncountyga.gov

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

Approve – Where used in conjunction with the County’s response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term “approved” shall be held to limitations of the County’s responsibilities and duties as described herein. In no case shall “approval” be interpreted as a release of the PM/CM or other contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Bid Bond – means a bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the governmental entity for which the contract is to be awarded.

Calendar Day – every weekday shown on the calendar (Monday – Friday).

Change Order – A written order signed by the Owner and Contractor and, stating their agreement upon all of the following: (1) change/modification in the work; (2) the amount of the modification, if any, in the Agreement Price; and (3) the extent of the modification, if any, in the Agreement time.

Construction Manager – the person designated as in charge to lead the day-to-day activities to manage the construction management services.

Contract Completion – the established completion date(s) set forth in the contract.

Contract Documents – the Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications

issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

Contractor – the selected proposer(s) with whom the County executes the Design/Build Contract.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Contractor's Representative – the Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions and who shall supervise and direct the construction.

D/B – Design/Build

Design Build Company (D/B Company) – shall mean the single corporate entity contractually responsible to the Owner for development of the Project. The Design-Builder can be: (1) a firm possessing both design and construction resources in-house; or (2) a construction contractor led team with the architect in a Sub-Contractors role; or (3) a joint venture team between construction contractor and architect.

Design/Build Contract (D/B Contract) – the entire and integrated agreement between the Count and the D/B Company concerning the Design/Build Project.

Design/Build Project (D/B Project) – the Design/Build work necessary for the D/B Company to meet the obligations of the Design/Build Contract.

D/B Project Manager - coordinating Lead Superintendent

D/B Project Superintendent - the Project Manager for the contract

D/B Team - Design/Build Company

Final Completion – the date of final completion of the work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including certification of all punch list items, and when all records documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

GDOT – Georgia Department of Transportation

GEPD – Georgia Environmental Protection Division

General Conditions – the General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.

Guaranteed Maximum Price (GMP) – the full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract. The contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope request from the County, not price overruns, errors or omissions).

Inspector – an authorized representative of the PM/CM Team assigned to make all necessary inspections of any or all portions of the work performed or being performed, or of the materials furnished or being furnished by the Contractor

Jobsite – location where construction activity shall be performed under this contract

Joint Venture (JV) – A contractual agreement joining two or more persons, partnerships, corporations or any combination of business entities partnering as one firm for the purpose of executing a particular project or event. Every entity agrees on percentage of profits, losses and ownership within the organization.

Lead Design Consultant - principal engineer of record

Lead Contractor - prime contractor

Materials – any substance specified for use in the construction of the contract work.

Modifications – Binding changes, addenda, revisions, or the like, to the Work or the Agreement documents, including changes to work made by Change Order or Change Directive.

NEPA - National Environmental Protection Act

NOI – Notice of Intent

NPDES - National Pollutant Discharge Elimination System

Notice to Proceed (NTP) – a written notice from the County to the Contractor to begin the actual contract work on a previously agreed date.

Proposer(s) – the entity or individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Owner Available Funds – All references in this RFP to “Owner’s Available Funds” shall mean the maximum amount of money available to the Owner for development of the Project. The actual cost of the project shall not exceed the Owner’s Available Funds.

Owner’s Representative Team – the Owner’s Representative Team shall include

staff from the following departments; General Services, Public Works, Risk Management and Purchasing & Contract Compliance.

Payment Bond – means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all Sub-Contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

Performance Bond – means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.

Plans – that portion of the Agreement documents describing in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word “Drawings” and includes without limitation Standard Details and Drawings.

Project – the project is the total construction of the Fairburn Road from Village Drive to North Utoy Creek Road, Bridge, and Sidewalk Improvements Project under a design/build contract.

Project Manager (PM) – the person designated as in charge to lead the day-to-day activities to manage the project schedules.

Project Management and Construction Team (PM/CM) – the team that is proposed by the Proposer to manage the project in accordance with the scope of work defined in this RFP. After the issuance of the Notice to Proceed (NTP) the team will also include integration of Fulton County staff.

Proposal – the document submitted by the proposer(s) in response to this RFP.

Proposal Bond or Guaranty – the security furnished with the proposal to guarantee that the Proposer(s) will enter into a contract if their proposal is accepted by the County

Proposer – the entity or individual submitting a proposal in response to his RFP.

Recipient - Fulton County Government

Request for Proposal – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals

Responsible Proposer(s) – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Proposer(s) – means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of Work (“Work”) – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Sub-Contractors/Sub-Consultant – an individual, firm, corporation or any combination thereof, having a direct contract with Contractor for the performance of a part of the work at the site

Sub-Recipient – Contractor, subcontractors, vendors

Substantial Completion- the date certified by the Engineer when all or part of the work, identified in the Engineer’s certification, is sufficiently completed in accordance with the requirements of the Agreement documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work – All the services specified, indicated, shown, or contemplated by the Agreement documents and the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction and other things necessary to complete such services in accordance with the Agreement documents and that will ensure a functional and complete facility.

Written Notice – A written statement transmitted from one party to an authorized representative of another party.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

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- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, May 1, 2015, 10:00 AM** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing
Attn: Nancy Harrison, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
E-mail: nancy.harrison@fultoncountyga.gov
Fax: (404) 893-1744

**RE: #15RFP022315K-NH - Design/Build Services for Sidewalk
Improvements on Danforth Road from Rehoboth Circle to
Cascade Road Intersection**

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The term of contract will be for **Three Hundred Sixty-five (365)** calendar days from the issuance of the Notice to Proceed (NTP).

2.6 RFP SUBMITTALS

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

At the time of award, a copy of the successful Proposer's Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance ("COI") directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation

or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and shall only contact the person designated by the RFP.

2.14 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events

associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or

attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18 WAGE CLAUSE

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's maybe required to submit

additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the a representative of the Transportation Division of Public Work/s General Services Department or designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> .

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Proposal Forms for declarations and affidavits.

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to

contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual bidder or proposer(s) that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.24 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.25 NON-COLLUSION

By submitting a signed proposal, Proposer(s) certifies that there has been no collusion with any other Proposer(s). Reasonable grounds for believing Proposer(s) has an interest in more than one proposal will result in rejection of all proposals in which the Proposer(s) has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Proposer(s) takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Proposer(s)'s proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.27 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Proposer(s) in the request for proposals of the number of days that Proposer(s) will be required to honor their proposals. If an Proposer(s) is not selected within sixty (60) days of opening the proposals, any Proposer(s) that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Proposer(s) must assume full responsibility for delivery of all goods and services proposed.
4. The successful Proposer(s) must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Proposer(s) must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the

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- vendor and not the County is responsible for contacting the manufacturer. The Proposer(s) is solely responsible for arranging for the service to be performed.
6. The successful Proposer(s) shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 7. The successful Proposer(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 8. In case of default by the successful Proposer(s), Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than, **Monday, May 18, 2015, at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #15RFP022315K-NH
Design/Build Services for Sidewalk Improvements on Danforth Road from
Rehoboth Circle to Cascade Road Intersection
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP
#15RFP022315K-NH –
Design/Build Services for Sidewalk Improvements on Danforth Road
from Rehoboth Circle to Cascade Road
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, two (2) originals and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original included in each Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original included in each Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and three (3) copies in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

3.3.1 Project Location

The purpose of this project is to provide safe and aesthetic sidewalks that will encourage pedestrians to travel along Danforth Road to access points near the intersection with Cascade Road.

The City of Atlanta recently constructed sidewalks on the portion of the roadway within the city limits. This project is intended to extend the same type of improvements along the remainder of Danforth Road and include ADA improvements and the intersection with Cascade Road. Along with the addition of curbs and gutters, additional improvements to the storm drainage system through the addition of inlet structures and longitudinal drainage along Danforth Road will be required.

Danforth Road is a well-travelled roadway because it is a conduit for the area residents to access I-285 from Cascade Road. The new subdivision along the roadway will have sidewalks on both sides of the entrance and the proposed sidewalks along Danforth Road will tie to those to accommodate the pedestrians residing in the area. In addition, the South Fulton Community is experiencing growth in new developments within walking distance of the residential community along Danforth Road. The proposed sidewalks will provide local residents and employees in the area with pedestrian access to the MARTA Bus Routes along Cascade Road. Moreover, the sidewalks will provide for pedestrian access to the commercial facilities on Cascade Road. The project will begin at Rehoboth Circle and end at Cascade Road Intersection.

Existing Conditions

Danforth Road is a bituminous roadway connecting New Hope Road and Cascade Road. During the summer of 2013, the City of Atlanta constructed sidewalks, curb and gutter, lighting, drainage improvements, etc. within their city boundaries. The section of roadway maintained by Fulton County has irregular geometry. In the area of the newer subdivision at Reunion Place, the roadway currently has sidewalk and curb and gutter. Near the project terminus, there is sidewalk and curb and gutter in relatively poor condition. The drainage on the roadway is mostly surface flow except in the areas of curb and gutter. In multiple locations, there are mailbox and entrance structures within the right of way. There are also numerous trees and some brush within the existing right of way.

3.3.2 Design/Build Concept

The Contractor and a design consultant (or design consultant team) shall work together to design and build the Project. The design consultant shall either be acting as a sub-contractor to the Contractor or as a joint-venture member with whom this agreement

has been executed. In this document (Section 2.2 Contract Definitions), the words "design consultant" or "design consultant team" will refer to the consultant firm or consultant team acting as a subcontractor or joint-venture team member to the Contractor. The term structural design consultant will refer to a member of the design consultant team who is the Engineer of Record responsible for all structural design related elements for the project. Fulton County shall have oversight responsibilities and shall perform official reviews and approvals where required.

Any proposed changes to the team must be approved by the County. All Work must be performed by entities which are prequalified by GDOT.

Authorization Sequence for Project Delivery

Notice to Proceed (NTP) 1: Fulton County shall issue a NTP for preliminary design activities. Preliminary design to include, but is not limited to preliminary engineering and other activities and analyses, such as topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish the parameters for the final design. Prior to completion of the National Environmental Protection Act (NEPA) review process, any such preliminary engineering and other activities and analyses must not materially affect the objective consideration of alternatives in the NEPA review process.

NTP 2: Fulton County shall issue a NTP for final design activities. NTP 2 will not be issued prior to the NEPA approval. Final design is defined as any design activities following preliminary design and expressly includes the preparation of final construction plans and detailed specifications for the performance of construction work.

NTP 3: Fulton County shall issue a NTP for land disturbing activities. NTP 3 may be issued by the County for the entire Project or for any portion(s) of the Project. It is the Contractor's responsibility to acquire all permits before proceeding with any land disturbing activities. If the Contractor intends to construct the Project in phases, the Contractor shall submit a detailed work plan to the County for approval. The contractor's team shall serve an NOI (Notice of Intent) before any land disturbance activities can

take place.

No land disturbing activities are allowed until the following have been accepted by the County for the entire Project or for any portion(s) of the Project:

- 1. Basis of Design**
- 2. ROW Certification**
- 3. QC/QA Plan**
- 4. Environmental re-evaluation, permits and certification (as applicable)**
- 5. Erosion Sedimentation and Pollution Control Plans and Notice of Intent (NOI)**
- 6. Released of Construction plans**
- 7. Traffic Control Plan**
- 8. Utility Agreements, Utility Encroachment Permits, Utility Relocation Plans**
- 9. Contractor Certification of "No-Conflict", and/or**
- 10. Any other permits that may be required for this project that are not mentioned here.**

After the County has issued NTP 3, it shall be the Contractor's responsibility to continue to properly coordinate the Work during the land disturbing phase(s) of the Project. Any additional Project costs involving subsequent utility relocations that are determined to be no fault of the Utility shall be at the Contractor's cost with no additional cost to Fulton County. Any additional Project costs associated with additional right-of-way or environmental impacts shall be at the Contractor's cost with no additional cost to Fulton County. The County will pay for all land and easement cost associated with the project. Any proposed changes to the team must be approved by Fulton County. All Work must be performed by entities which are prequalified by the County.

3.4 PROJECT SCOPE

The Scope of the project is to provide design, permitting, utility relocation and/or utility coordination, construction and any other related services necessary to build the Project.

The Project includes the construction of 4" thick sidewalks, 8" thick sidewalks for wheelchair ramps, 6" x 24" type 2 curb and gutter, roadway drainage, crosswalks, pavement markings, and roadway

resurfacing. Existing sidewalk shall be conserved as directed by the County. General scope items for each project phase are identified below.

3.4.1 Design and construct the Project in general conformance in accordance with 30% complete plans.

A. T-260 - Danforth Road from Rehoboth Circle to Cascade Road

The design is 30% complete, showing curb and gutter, sidewalk, retaining wall, pavement, etc. The contractor shall complete the design with preliminary utility relocation, drainage design (including profiles), roadway improvements, signing and marking, cross sections, driveway wiring for lighting, maintenance of traffic plans, and erosion, sedimentation, and pollution control plans. Any changes to the preliminary 30% plans as prepared by the County will require approval. Additional items needed include:

- a. Complete all utility coordination, including necessary utility relocations, and finalize utility plans.
 - b. Obtain the approval of the Engineer prior to making any revisions such as to location, width, and/or number of driveways to be constructed.
 - c. Design shall meet ADA requirements.
 - d. Complete NPDES plan set if required, submit and obtain approval by Georgia EPD for NOI.
 - e. Complete Maintenance of Traffic Plan.
 - f. Design and construct a drainage system which meets the requirement of the NPDES - MS4 permit and Fulton County drainage design criteria.
 - g. Ensure use of preformed material with contrast for all pavement markings on all concrete surfaces.
 - h. Construction should be in accordance with GDOT Standard Specification.
 - i. Design should meet AASHTO Design Guidelines.
- B.** All wheelchair ramps shall include new crosswalk striping on existing pavement.
- C.** All upgraded wheelchair ramps and pedestrian signals shall be compliant with current GDOT's standards and details.
- D.** The typical sections as found in the plans shall be considered minimum unless otherwise noted.

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- E. Coordinate with the County to conduct a public meeting to discuss the proposed project with the community. Provide two (2) roll plots (36"x48" minimum) for each meeting that displays the proposed project.

3.4.2 Roadway

- A. All lane widths shown in the plans shall be considered minimum.
- B. All borrow and waste sites for the Project shall be environmentally approved prior to construction activities. All common fill or excess material disposed outside the Project Right-of-Way shall be placed in either a permitted solid waste facility, a permitted inert waste landfill, or in an engineered fill.
- C. Speed design is 35 mph.
- D. Ensure existing pavement inside the construction limits no longer being used is obliterated, graded to drain and grassed.
- E. Provide Portable Changeable Message Signs as necessary for temporary traffic control in accordance with MUTCD. Submit a traffic control plan for approval.
- F. Conduct geotechnical investigations including but not limited to soil surveys, Bridge Foundation Investigations (BFI), and Wall Foundation Investigations (WFI).
- G. See 30% plans for pavement widening requirements.
- H. An add alternate for overlay section(s) resurfacing is required. Overlay requirements shall be 1.5" of 12.5 recycled asphalt concrete superpave. Where overlay is added adjacent to pavement widening. The overlay section (s) shall consist of 18" pavement reinforcement fabric as required.

3.4.3 Drainage

- A. Design and construct all storm drainage systems required for the Project.
- B. Ensure all installed RCP storm drain pipe is a minimum of 18 inches in diameter.
- C. Verify the condition of any existing drainage system is adequate for those existing systems to be retained within

the Project limits, and where the Contractor proposes to connect a new drainage system. Perform a downstream drainage analysis.

- D. Repair all damaged drainage structures within the project limits.
- E. Clean out and remove debris from all drainage structures within the Project limits and maintain all drainage structures throughout the duration of construction.
- F. All drainage structures located within radius returns shall be constructed or converted to GDOT's standard 1019.

3.4.4 Driveways

- A. Obtain the approval of the Engineer prior to making any revisions such as to location, width and/or number of driveways to be constructed.
- B. Apply for Design Variances on all driveways with sidewalk crossings that do not meet ADA requirements (if needed).

3.4.5 Signing and Marking

- A. Ensure use of pre-formed material with contrast on all concrete surfaces.
- B. All signing and marking impacted by the project shall be replaced with new signing and marking that meets current MUTCD and GDOT's Signing and Marking Guidelines.
- C. Ensure all school area, pedestrian, and bicycling signing and marking within project area meets current MUTCD Guidelines and replace or install as needed.
- D. The removal of existing pavement markings shall be in accordance with MUTCD Guidelines.

3.4.6 Right of Way

Contractor will be required to establish the limits of Right-of-Way Acquisitions in the field by staking. All staking is to be completed prior to the acquisition of any real property interest to identify any improvements located within the acquisition area and to ensure no encroachments will occur as a result of project construction.

Any land or easement required to construct the Project shall be in the name of Fulton County. Land or easements acquired outside those areas needed for actual construction of the Project (e.g.

construction office space, material storage, etc...) will be the responsibility of the Contractor. Fulton County will **not** pay for land or easements outside the construction footprint of the Project. Land or easements as needed for the relocation of Utilities with prior rights are considered within the construction footprint of the Project.

3.4.7 Environmental

Ensure adherence to and provide all material, labor, equipment, and other incidentals required to adhere to the "Commitments/Requirements" applying to the Contractor, design or construction of the Project. Key words such as "construction," "contractor," "work," etc., point to the areas for which the Contractor is responsible.

1. To proceed to Construction, all environmental documentation must be complete and address the affected environmental resources.
2. Once it has been determined the required environmental documentation is accurate and all permits, variances, and the purchase of mitigation credits) have been completed, Fulton County will issue an Environmental Certification, which will be provided to the Contractor. **No land disturbing activities shall take place until this certification or conditional certification is issued.**
3. The Contractor shall provide the County with the proposed impacts to streams and wetlands, open waters, and any associated state-protected vegetative buffers, which include impacts resulting from utility relocations, and temporary and/or permanent impacts, resulting from construction of the Project.
4. If the proposed design impacts waters of the US then an application for the Section 404 Nationwide (NWP) or Regional (RP) Permit application to the US Army Corps of Engineers will be completed by the Contractor. The Section 404 NWP or RP will cover the entire project area. Prepare the Section 404 NWP or RP application to the County's satisfaction. Allow two (2) thirty (30) day County review periods for the Section 404 NWP or RP. Fulton County will transmit the Section 404 NWP or RP to the US Army Corps of Engineers. The Contractor will

satisfactorily address any US Army Corps of Engineer's comments within fourteen (14) calendar days of receipt.

5. It is anticipated that approximately 90 days will be required from the time Fulton County transmits an acceptable Section 404 NWP or RP application to receipt of agency approval. If any additional impacts result from the Contractor's proposed design versus those in the most recent ecology addendum, then Fulton County will perform special studies which will require ninety (90) additional days prior to the County's submittal of permit documentation to the appropriate agency and will require the County to complete a reevaluation. Once the County receives an approved Section 404 NWP or RP from the US Army Corps of Engineers, the County will issue written notification to the Contractor that the Contractor shall then acquire all mitigation credits in the name of Fulton County as required under the approved permit. All mitigation credits obtained by the Contractor and applied to the Project shall be approved by the US Army Corps of Engineers. Upon satisfactory receipt of the Contractor's credit purchase, Fulton County will provide written authorization to work in jurisdictional Waters of the US in accordance with the permit conditions.
6. Verify the need for any Georgia Buffer Variances on this Project. Ensure the necessary design and construction needed to avoid or mitigate for the buffer(s) impact. If a Buffer Variance is identified then the Contractor is responsible for notifying Fulton County no later than the time of the preliminary plans submittal to Fulton County. Prepare the Buffer Variance application to Fulton County's satisfaction. Fulton County will be listed as the applicant. Allow two (2) thirty (30)-day review periods for the Buffer Variance. Fulton County will transmit the Buffer Variance application to Georgia's Department of Natural Resources and Environmental Protection Division. Fulton County anticipates approximately one hundred fifty (150) days will be required from the time Fulton County transmits an acceptable Buffer Variance application to receipt of agency approval. The Contractor will satisfactorily address the Georgia Environmental Protection Division's comments within fourteen (14) calendar days of receipt. The Buffer Variance cannot be granted without the

submission of the Section 404 NWP or RP application, if the application is under Criterion 2(H).

7. One Buffer Variance per NOI is required, if applicable. Buffer encroachments located within multiple Notice of Intent (NOI) areas will require multiple Buffer Variances
8. Erect orange barrier fencing within the Project area to establish and protect any Environmentally Sensitive Areas (ESA) within the Project to prevent any encroachment upon said area during construction activities. Within ESA buffers for which a variance was obtained, install orange barrier fence within the buffer at the limits of the construction for which the variance was obtained.

3.4.8 PLANS (999.2)

A. General:

The Preliminary 30% Plans Package prepared on behalf of the County includes multiple resources. Fulton County, in making this information available to Contractors, assumes no responsibility for its accuracy. No claim will be considered if the Contractor relies on this data in its proposal preparation or in its construction operations and finds that it is inaccurate.

In addition, the Contractor shall be aware "existing conditions" found in the Preliminary 30% Plans Package may have changed since the field survey work and associated design efforts were completed. Verify all existing conditions. No claims will be considered due to decisions/assumptions made by the Contractor based on "existing conditions" reflected in the Preliminary 30% Plans Package.

3.4.9 DESIGNS (999.3)

A. General:

1. **Measuring Units:** Ensure the Project is designed in **English** units of measurement.

Design Scope of Services: Prepare Plans in accordance with Fulton County's instructions as to design criteria, procedures, and format as contained in this Special Provision and in accordance with, but

not limited to the reference materials listed in Section 999.3.B.1.b.

Current GDOT Design Manuals and Guidelines may be found at:

<http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/Pages/default.aspx> . Ensure Project designers consider all elements of the design, including but not limited to roadway geometry, drainage requirements, traffic control during construction, erosion control, structural design, utility conflicts, signing and marking, lighting and future maintenance requirements.

2. **Design Reviews:** Prepare the design under the direct supervision of licensed design professionals. A Professional Engineer, licensed to practice engineering in the State of Georgia, on the design team must seal the final plans. The seal on the drawing represents certification the design meets all applicable codes and is of good engineering practice and standards. Check and certify the design.

The County will establish dates and times for cursory reviews and will comment on design work, but will not require hold points on the design, review periods, or comment responses, except as noted otherwise. If at any time the County determines the design work is not in conformance with the County's standards, details, specifications, or good engineering practice, the County reserves the right to stop work, at the Contractor's expense until a resolution of the issue(s) has occurred.

Submit construction documents (plans and specifications) shown in Table 4-1, Table 4-2 and Appendix 14 to the County for review and acceptance. Acceptance, disapprovals, or comments made by the County will be provided in writing to the Contractor within the appropriate timeframes shown in Table 4-1, Table 4-2 and Appendix 14.

No construction is to begin on any phase of the Work prior to the County authorizing the various component(s) of the plans as **“Released for**

Construction". Other items shall be submitted to the County by the Contractor, if requested. After the County has accepted the plans and has authorized them as "**Released for Construction**", any requests for any subsequent plan/design changes and include necessary documentation which supports the reasoning behind the change request must be submitted to the County. The County must approve the requested change with written notice prior to its implementation as a plan revision and subsequent construction activity.

Facilitate monthly progress meetings at a venue and time determined convenient to the County. The general purpose of these meetings are to update the County's staff on the status of design, current activities, issues, activities that the County is currently performing, and other related matters that impact scope, schedule and budget. Provide the Engineer an agenda of items one (1) week in advance of the meeting in order for the Engineer to arrange for other Fulton County Office reviewer(s) to attend, if necessary. Other attendees include the Contractor, design consultant, Fulton County's Project Engineer and Project Manager. Provide a call in number and conferencing capabilities to allow others to participate at the County's discretion. Publish meeting notes of those discussions within two weeks of their occurrence and sent to all attendees and others indicated by the County. Ensure the first of these monthly meetings occur at the conclusion of the Post Award Meeting.

ABBREVIATIONS FOR TABLE 4-1

AR	As Required
ANC	As necessary for submittal compliance with RFP package
FS	Full-size paper- Presentation Guide
HC	Hard Copy- 8 1/2 x 11 unless otherwise noted
HS	Half-size paper- Presentation Guide
MS	MicroStation File — Electronic
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file and individual plan sheet files Electronic Plans Process

TABLE 4-1: REVIEWS (continued)

Submittal Description	Format	Quantity	Delivery Date	Review Period	Review Type	Description
Basis of Design	HC, PDF	3, 1	NTP(1)+7	14	Accepted by Engineer	<p>The Basis of Design narrative will constitute the Contractor's ownership of, or modifications to, the documents provided "for information only" (See Section 3.4.2. A), as well as a discussion of how this information will be utilized to develop the final design. Ensure submission of any proposed changes in the design, including the justification for the changes.</p> <p>If the project is proposed to be designed and constructed in phases, then the Basis of Design must include the plan for project phasing. Each phase of the project must include, at a minimum, Preliminary, Final, backcheck and "Released for Construction" Plans.</p>
Schedule of Values	HC, PDF	3, 1	NTP(1)+14	14	Accepted by Engineer	
Critical Path Method (CPM) Schedule	HC, PDF	3, 1	NTP(1)+14 for Baseline	14	Accepted by Engineer	Refer to Section 108.03
Other CPM submittals, refer to Section 108.03.C						
QC/QA Plan	HC, PDF	3, 1	Other CPM submittals, refer to Section 108.03.C	21	Accepted by Engineer	Refer to Section 999.3.A.6

TABLE 4-1: REVIEWS (continued)

Submittal Description	Format	Quantity	Delivery Date	Review Period	Review Type	Description
Construction Plans (Non ITS, ROW or Structural) <ul style="list-style-type: none"> • Final Plans ◦ Backcheck 	FS, HS, PDF	•2, 22, 1 ◦0, 2, 1	NTP (1)+14 PAS	30 7	Accepted by Engineer	FHWA to perform concurrent review. (Structural) Submittals shall include features/plan sheets. Plan submittals that do not meet the requirements of Guidelines and Manuals as described will be rejected. County will then issue "Released for Construction" authorization when the backcheck plans are accepted or notify the Contractor that Final Construction Plan comments were not adequately addressed.
"Released for Construction"	FS, HS, PDF	3, 6, 1	PAS	N/A	County	
Notice of Intent (NOI) Package <ul style="list-style-type: none"> • Completed and signed NOI • Progress schedule chart • Final/Signed ESPCP 	• HC, PDF • HC, PDF • HC, PDF	•1' 1 •1' 1 •3' 1	PAS PAS	N/A	EPD letter stating plans do not contain deficiencies	The County will submit final/signed ESPCP to EPD for review prior to submittal of the NOI package to EPD. The Contractor will address any plan changes required by EPD. For phased NOI and ESPCP, submit complete
Geotechnical Reports	HC, PDF	2, 1	PAS	30	Accepted by Engineer	For Phased NOI and ESPCP, submit complete plan sets for each phase. Each phase should be independent and should not identify erosion and sediment control measures from other phases.
Worksite Utility Control Supervisor Qualifications	HC, PDF	3, 1	PAS	14	Accepted by Engineer	County must accept prior to Contractor performing land disturbing activities.
Erosion Control Supervisor Qualifications	HC, PDF	3, 1	PAS	14	Accepted by Engineer	County must accept prior to Contractor performing land disturbing activities.

TABLE 4-1: REVIEWS (continued)

Submittal Description	Format	Quantity	Delivery Date	Review Period	Review Type	Description
Traffic Control Supervisor Qualifications	HC, PDF	3, 1	PAS	14	Accepted by Engineer	County must accept prior to Contractor performing land disturbing activities.
Traffic Control Plan	FS, HS, PDF	3, 3, 1	PAS	21	See Specification 150	
Shop Drawings	FS	6	PAS	30	Accepted by Engineer	
Plan Revisions	FS, HS, PDF	3, 4, 1	Per occurrence	14	Accepted by Engineer	Contractor shall include clear and concise description of revision along with documentation justifying reason for proposed revision.
MS4 Infeasibility Recommendations	HC, PDF	3, 1	NTP(1)=45	90	Accepted by Engineer	Refer to 4.2.5.1.(b) of MS4 Permit

All days are "Calendar days".

Transmit all submittals to the Engineer. The contractor shall hand-deliver all submittals. In the event concurrent submittals are required, the "receipt" date shall be the date the last recipient receives the submittal and shall be the contractual begin date for the review. Unless a different review time is specified elsewhere in the contract, a period of thirty (30) calendar days from receipt to release of the submittal by the County shall be allowed for the County's review. The County's acceptance as to completeness is required for all reviews. All Contractors' schedules shall reflect the review times contained within the specifications and contract. Engineer's receipt of submittals will mark the beginning of the review period. Provide up to date half-size sets of plans with the most current design and construction plans at any time during the Project when requested by the County. Errors and omissions are the responsibility of the Contractor to correct and shall be at the Contractor's expense.

Do not submit more than ten (10) submittals within a twenty-one (21) calendar day period.

All submittals shall include a cover letter describing the submittal, review period and the due date for any County response.

All submittals shall include the Contractor's QC/QA certification statement (in addition to the design consultant's QC/QA certification statement for all design related submittals). The County will reject any submittal if the QC/QA certification statement is not included.

Any submittal received by the County after 12 PM (Noon) will be considered as being received the following business day.

3. **Field Surveys:** Verify all provided survey data and update to current Electronic Data Guidelines. Provide terrain and drainage cross sections, pavement elevations, and drainage structure information for this Project. Provide all survey data noted in English units. All supplemental field survey information is to be completed in accordance to the GDOT Automated Survey Manual.

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4. **Quality Control/Quality Assurance:** The County, except where noted otherwise, will have oversight responsibilities and will perform detailed reviews and approvals of design work as deemed necessary by the County. The County will not take any approval or formal review actions on design issues except as noted herein or for deviations from the intended scope of the Project.

Employ only persons duly registered in Georgia in the appropriate category in responsible charge of supervision and design of the work; and further, employ only qualified, State of Georgia registered land surveyors in responsible charge of any survey work.

Use only the design consultant team originally prequalified by the County in all applicable areas as described in the SOQ. Should a member of the design consultant team need to be replaced, the County must approve of the change prior to the beginning of construction. Failure to secure approval of any Team Members prior to construction may result in disqualification of the Contractor to perform the work or bid.

Endorse all final reports, contract plans and survey data. These endorsements made by a person(s) duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Contractor and responsible for the work prescribed in the contract.

Authorized representatives of the County may review and inspect the Project activities and data collected at all times. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Contractor shall be available to authorized representatives of the County for inspection and review. The County's review comments are to be incorporated into the plans by the Contractor or as agreed. These changes shall not result in an increase in cost.

Before the start of the contracted design effort, develop and acquire the County's approval for a QC/QA Plan to ensure all design documents are prepared in accordance with the County's Plan. Presentation Guide (PPG) for MicroStation using good, prudent and generally accepted design and engineering practice.

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- a. Ensure the QC/QA Plan includes the following, which shall be considered minimum requirements:
- 1) Quality control and quality assurance procedures for design documents specify measures to be taken by the Contractor to (A) ensure appropriate quality standards are specified and included in the design documents and to control deviations from such standards, being understood and agreed no deviations from such standards be made unless they have been previously accepted by the County, and (B) for the selection of suitable materials and elements of the Work included in the Project.
 - 2) Quality control and quality assurance procedures for preparing and checking all plans, calculations, drawings and other items submitted to ensure they are independently checked and back-checked in accordance with generally accepted engineering practices, by experienced engineers. Identify the originator, checker and back-checker on the cover of all submittals. Ensure the Plans, reports and other documents are stamped, signed and dated by the documents, generally accepted engineering practices or by applicable laws. The Contractor will submit a certified statement to ensure all reviews have been made.
 - 3) Procedures for coordinating work performed by different persons within the same area, in an adjacent area or in related tasks shall ensure that conflicts, omissions or misalignments do not occur between drawings or between the drawing and specifications. These procedures allow for the coordination of the review, approval, release, distribution and revision of documents involving such persons.
 - 4) All the persons proposed to be responsible for Quality Control and Quality Assurance procedures are to be listed as follows: Discipline, Name, Qualifications, Duties, Responsibilities and Authorities.
 - 5) Designate all key personnel performing Quality Control and Quality Assurance functions as such and will not be assigned to perform conflicting duties.

All plan related documents produced during the contract period are to be maintained by the Contractor for the

duration of the Contract organized, indexed and delivered to the County (1) upon Final Acceptance of the Project or (2) even if incomplete, within seven (7) days of receipt of request from the County. These documents include, but not limited to, the following items: design criteria, reports and notes, calculations, drawings, schematics, supporting materials, statement regarding accomplishment of reviews and others.

5. **“Released for Construction”**: Upon the Contractor's satisfactory completion of the items listed in 999.1.B, and upon written authorization from the County, the plans are *“Released for Construction”*, stamp each plan sheet with *“Released for Construction”* and include the authorization date. The *“Released for Construction”* plans are the official plans used for construction of the Project.
6. **As-Built Plans**: Upon completion of the Project construction, provide a complete As-Built set of plans to the County in the following formats:
 - a. Two (2) CD-ROMs or DVDs containing:
 - 1) all electronic design files, electronic calculations, etc.;
 - 2) .pdf of each plan sheet- one sheet per file; and
 - 3) .pdf containing the entire plan set.
 - b. One (1) hard copy of the design data book, and drainage calculations.
 - c. Two (2) full-size set of bond prints.
 - d. Two (2) half-size set of bond prints.
 - e. GIS database containing the existing and proposed drainage structures and ditches within the construction and right of way limits.
 - 1) Ensure GIS data complies with Section 999.3.G.
 - f. Provide a revised estimated summary of quantities and detailed estimate in the final “As-Built” plans.

Ensure all production and delivery of materials needed for County review. Both a member of the design team, who is a Professional Engineer, and a member who is a Registered Surveyor, licensed to practice engineering in the State of Georgia shall seal the As-Built plans.

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7. **Ownership of Documents:** The Contractor agrees all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for the Project under the terms of this Agreement and delivered to Fulton County becomes, and remains, the property of the County. Fulton County will have the right to use this information without restriction or limitation and without compensation to the Contractor other than provided for in this agreement.

Any use of these documents by the County on any Project other than this one will be done without warranty by the Contractor/Design Consultant Team.

8. **Insurance:** In addition to the insurance requirements covered elsewhere, provide insurance coverage of the following types and amounts:

a. Valuable Papers: Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by the Project is required. Insurance is to be maintained in full force and effect during the life of this Agreement.

b. Professional Liability (Errors and Omissions): Insurance in an amount not less than one million dollars (\$1,000,000) per claim (with a maximum of \$250,000 deductible per claim) during the agreement term and for a period of at least five (5) years after this Agreement is closed is required. Such a policy is to cover all of the Contractor's professional liabilities, whether occasioned by the Contractor, his employees, subcontractors or other agents, arising out of services performed under or in accordance with this Agreement.

c. This form should be submitted to the County along with the Contract at the Post Award meeting.

9. **Publication and Publicity:** Articles, papers, bulletins, reports or other materials reporting the plans, progress, analyses or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing from the County. All releases of information, findings and recommendations shall include a disclaimer provision to be included in all published reports on the cover and title page in the following form:

"The opinions, findings and conclusions in the publication are those of the author(s) and not necessarily those of the

County of Transportation, State of Georgia or the Federal Highway Administration."

Any information concerning the Project, including conduct, results or data gathered or processed, released by the Contractor without prior approval from the County will constitute grounds for termination without indemnity to the Contractor. Information released by the County or by the Contractor with prior written approval is to be regarded as public information and no longer subject to the restrictions of this Agreement. Information required to be released by the County under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions and penalties mentioned set forth herein shall not apply. Any request for information directed to the Contractor, pursuant to the Georgia Open Records Act, is to be redirected to the County for further action.

10. **Copyrighting:** The Contractor and the County agree any papers, interim reports, forms and other material which are a part of work under this Agreement are to be deemed a "work made for hire", as such term is defined in the Copyright Laws of the United States. As a "work made for hire", all copyright interests in said works shall vest in the County upon creation of the copyrightable work. If any papers, interim reports, forms or other material which are a part of work under the Agreement are deemed by law not to be a "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to the County. Publication rights to any works produced under this Agreement are reserved by the County.
11. **Patent Rights:** If patentable discoveries or inventions result from work described herein, all rights accruing from such discoveries or inventions are the sole property of the Contractor. However, the Contractor agrees to and does hereby grant to the County, an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the work under this Agreement.

B. Roadway

1. Preparation of Construction Plans
 - a. General Criteria: Ensure and use the most current

design criteria at the time of advertisement, as determined by the County, American Association of State Highway and Transportation Officials (AASHTO) Design Manuals for Arterial Streets, Rural, Urban and Interstate Highways, including those standards adopted by AASHTO and approved by the Secretary of Commerce, as provided by Title 23, United States Code, Section 109 (b), with the County's Standards, Procedures, Plans, Specifications and Methods, with Federal Highway Administration procedures relating to plan review and approval, and shall produce plans in accordance therewith.

- b. Design Specifications and Guidelines: Design for roadways and intersections shall be in accordance with the current edition of AASHTO Design Specifications; AASHTO Roadside Design Guide; and Standard Specifications for Construction of Roads and Bridges, 2013 Edition. Plan and specifications shall conform to the requirements of the Highway Capacity Manual.

Design for work to conform to AASHTO design standards for the appropriate classification and speed design.

Utilize the following references (**current at time of advertisement**) as a minimum in the development of this Project in addition to the references listed above.

- 1) Electronic Data Guidelines (EDG)
- 2) Plan Presentation Guide (PPG)
- 3) GDOT Design Policy Manual
- 4) GDOT Design Policy Manual Chapter 9 "Complete Streets Design Policy" for the pedestrian, bicycle, and transit design:
<http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/DesignPolicy/GDOT-DPM-DPM-Chap09.pdf>
- 5) Manual on Uniform Traffic Control Devices (MUTCD) by the U.S. County of Transportation, Federal Highway Administration "FHWA" and all Interim Approval Memos.
- 6) AASHTO Geometric Design of Highway and Streets
- 7) AASHTO Roadside Design Manual

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- 8) Municipal Separate Storm Sewer System (MS4) Permit, GAR041000
 - 9) Guidelines for Processing Design Data in InRoads Design Guidelines
http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/software/Pages/IN_ROADS.aspx
 - 10) GDOT Construction Standards and Details
 - 11) Pay Item Index by the GDOT State Transportation Office Engineer
 - 12) Utility Accommodation Policy and Standards Manual
 - 13) GDOT Signing and Marking Design Guidelines
 - 14) GDOT Traffic Signal Design Guidelines
 - 15) GDOT Driveway and Encroachment Manual
 - 16) GDOT Bridge Design Memos and the Bridges and Structural Design Manual revised May 2013
 - 17) 2009 AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaires and Traffic Signals Other manuals of guidance which are standard procedures of the County, (signal design, signing and markings, etc.).
 - 18) AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
 - 19) AASHTO Guide for the Development of Bicycle Facilities
 - 20) NACTO Urban Bikeway Design Guide

The above list is not intended to be all-inclusive. Any current editions written in metric units ensure "soft converted" to U.S. Standards Units. Any rounding shall be to the dimension that shall increase safety.

- c. Erosion and Sediment Control Sheets: No land disturbing activities until the Control of Soil Erosion and Sedimentation Plan has been accepted by the Engineer; the NOI has been successfully submitted to EPD by the County; EPD has issued a letter to the County indicating the plan "does meet" current NPDES requirements; and the required waiting period of 14 days is observed.

Prepare the Erosion Sedimentation and Pollution Control Plans (ESPCP) in accordance with current County practice, and in accordance with the requirements set forth in the NPDES General Permit

No. GAR100002. NPDES General Permit Guidance is found at:

<http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/Pages/default.aspx>.

In addition, design the plans in accordance with the current version of Georgia Soil and Water Conservation Commission's *Manual for Erosion and Sediment Control in Georgia (Green Book)*.

Erosion and Sediment Control Plans detail the erosion control devices to be used. These devices include, but are not limited to, sediment traps, floating silt retention barriers, check dams, silt fence (types A, B & C), bailed straw ditch checks, brush barriers and slope drains. Additional plan sheets are required for each stage of construction. Additional plan sheets are also required to illustrate phased installation of erosion measures. All required sediment and erosion control items, including but not limited to installation and maintenance, shall be paid for under CONSTRUCTION COMPLETE.

C. Utilities

1. Coordination Responsibilities: The Contractor shall have the responsibility of coordinating the Project construction with all utilities that may be affected. Coordinating responsibilities shall include but not be limited to the following:

a. The Contractor shall initiate early coordination with all Utility Owners located within the Project limits. All Utility Coordination shall be performed to GDOT standards by a prequalified firm in Area Class 3.10 - Utility Coordination. Refer to the following website for a list of current prequalified firms:

<http://www.dot.ga.gov/doingbusiness/consultants/Pages/default.aspx>

The Contractor shall be responsible for the cost of Utility Coordination. Coordination shall include, but shall not be limited to, contacting each Utility Owner to advise of the proposed Project; supplemental verification of the locations of existing utility facilities (including the employment of additional Overhead/Underground Subsurface Utility Engineering investigations (SUE) as described in section 999.3.D.3.c of this specification);

and determining requirements for the relocation or adjustment of facilities.

- b. The County has executed and provided a Memorandum of Understanding (MOU) between the County and each Utility Owner. If a utility is impacted by the project and the impact requires a relocation of the utility, refer to the executed MOU for the party responsible for the cost of the relocations.
- c. The Contractor shall endeavor to design the Project to avoid conflicts with utilities when feasible, and minimize impacts where conflicts cannot be avoided (See Section 999.3.D.2.c). The Contractor shall submit to the County a SUE Utility Impact Analysis (UIA) in the County's prescribed format as specified in TABLE 4-2: REVIEWS.

ABBREVIATIONS FOR TABLE 4-2

AR	As Required
FS	Full-size paper
HC	Hard Copy- 8 1/2 x 11 unless otherwise noted
HS	Half-size paper
MS	MicroStation File- Electronic
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file and individual plan sheet files Electronic Plans Process

TABLE 4-2: REVIEWS

Utility Submittal Description	Format	Quantity	Delivery Date*	Review Period*	Review Type	Comment
Supplemental verification of Overhead/Subsurface Utility Engineering (SUE) Investigations - QL-B <ul style="list-style-type: none"> Electronic SUE files, mapping files and proposed designed files Certified half-size PDF PDF of the certified SUE deliverables checklist 	AR, MS, PDF	1	NTP (1) = 45 Calendar Days (Or as Determined by the State Subsurface Utilities Engineer)	N/A	Submitted to the State Subsurface Utilities Engineer for information.	Only certify SUE work actually completed.
SUE Utility Impact Analysis "UIA" <ul style="list-style-type: none"> Excel spreadsheet of conflict matrix Certified color PDF (11 x 17) of conflict matrix PDF showing the conflict locations on the utility plans PDF of the certified SUE deliverables checklist 	AR, PDF	1	NTP (1) = 120 Calendar Days (Or as Determined by the State Subsurface Utilities Engineer)	N/A	Submitted to the State Subsurface Utilities Engineer for information.	Only certify SUE work actually completed.

TABLE 4-2: REVIEWS (continued)

Utility Submittal Description	Format	Quantity	Delivery Date*	Review Period*	Review Type	Comment
Overhead/Subsurface Utility Engineering (SUE) Investigations - QL-A <ul style="list-style-type: none"> Electronic SUE files, mapping files (if not already provided) and updated proposed designed files PDF of the certified test hole forms PDF of the certified SUE deliverables checklist 	AR, MS, PDF	1	UIA + 45 Calendar Days	N/A	Submitted to the State Subsurface Utilities Engineer for Information.	Only certify SUE work actually completed.
Overhead/Subsurface Utility Engineering (SUE) Information to Utilities for Review (URPN Letter 1a - SUE Submit to Utility Companies Revise)	FS, HS, PDF, MS	Plans: 2 for each Utility Owner + 3 for Dept. and MicroStation Files	NTP 1 + 5 Calendar Days (or as Determined by District Utilities Engineer)	5 days for Dept. + 30 days for each Utility Owner	Reviewed by District Utilities Office (DUO) SUE Verification by Utility Owner (According to the details contained in the MOUs)	
Relocated Utility Plans (URPN Letter 2 - 2nd Submission Letter) (Existing and Proposed)	FS, HS, PDF, MS	Plans: 2 for each Utility Owner + 3 for Dept. and MicroStation Files	Concurrently w/ Accepted SUE Verification by Utility Owner	5 days for Dept. + 90 days for each Utility Owner	Reviewed by the County Engineer Proposed Relocation by Utility Owner	

TABLE 4-2: REVIEWS (continued)

Utility Submittal Description	Format	Quantity	Delivery Date*	Review Period*	Review Type	Comment
Preliminary Utility Status Report (URPN Letter 6 - Notice to Proceed with Permit)	HC, PDF	3, 1	Concurrently w/ Accepted Relocated Utility Plans	10 days + 5 days	Reviewed and Accepted by the County	
Utility Plans/Agreements (Utility NTP Letter)	Plans/Agreements tsHS, PDF, MS	Agreements: 3Hard Copy, 1 Electronic PDFPlans: 2 for each Utility Owner + 3 for Dept. and MicroStation Files		Agreements:30 days for Dept. + 60 days for each Utility OwnerPlans: 30 days	Relocation Plans and Agreements review by County.	
Utility As-Built Plans	FS, HS, PDF, MS	1' 3, 1' 1	Concurrently w/ Accepted Construction As- Built Plans	Plans: 30 Days County 30 Days for Utility Owners	Reviewed and accepted by the County.	Provide respective Utility Owners whose work was included in the contract a copy of their as-builts for review and acceptance.

*All days are Calendar Days" as defined in section 101, GDOT's Standard Specifications

All Submittals shall be made directly to the County. The Contractor may provide submittals to offices of the County for a concurrent review. **Hand-deliver submittals; track and regularly update the Engineer on review status.** In the event concurrent submittals are required, the "receipt" date shall be the date the last recipient receives the submittal and shall be the contractual begin date for the review. Unless a different review time is specified elsewhere in the contract, a period of **thirty (30) calendar days** from receipt to release of the submittal by the County shall be allowed for the County's review. Engineer's (County's) acceptance as to completeness is required for all reviews. All Contractors' schedules shall reflect the review times contained within the specifications and contract. Engineer's receipt of submittals will mark the beginning of the review period. All submittals by the Contractor shall be required to contain a statement certifying that no unapproved design-exceptions have been incorporated in the submittal. Errors and omissions are the responsibility of the Contractor to correct and shall be at the Contractor's expense.

Any submittal received by the County after 12 PM (Noon) shall be considered as being received the following business day.

Monthly Utility Coordination meetings will be held at a location as determined by the Contractor and the Engineer. Ensure participation from all affected utility owners.

- d. The Contractor shall coordinate and conduct a preliminary review meeting with the Utility Owners to assess and explain the impact of the Project. The County's Project Manager, shall be included in this meeting. Knowledge of the Project environmental "Commitments/ Requirements" (Green Sheets) is essential for Utility Owners during their design phase. The Contractor shall provide the Environmental Commitments table, and any re-evaluation with all Utility Owners. Also, during the preliminary review meeting Utility Owners are particularly interested in the status of Right of Way acquisition and its direct effect on their relocation design. The Contractor shall develop a status

report of the Right of Way acquisition process, for Utility Owners use in planning for relocations. The Contractor shall record the minutes for this meeting and distribute to all attendees for their review and concurrence.

- e. The Contractor shall research the property interests of each Utility Owner's facilities. If there is a dispute over property interests with a Utility Owner, the Contractor shall be responsible for resolving the dispute. The Contractor shall meet with the County's Engineer (or designee) to present the property interests information gathered. This information must be sufficient for the to certify the extent of the Utility Owner's property interests. The County shall have final approval authority as to the Contractor's determination of whether the Utility Owner has property interests.
- f. The Contractor shall prepare and submit to the County a Preliminary Utility Status Report Concurrently with Accepted Relocated Utility Plans within 180 days after Notice to Proceed 1 has been given for the contract (see TABLE 4-2: REVIEWS). This report shall include a listing of all Utility Owners located within the Project limits and a recommendation as to the extent of each Utility Owner's property interests. This report shall include copies of easements, plans, or other supporting documentation that substantiates any property interests of the Utility Owners. The report shall also include a preliminary assessment of the impact to each Utility Owner.
- g. Depending on the provisions stipulated between the County and each Utility Owner the Contractor shall be responsible for one of the following Design Activities:
 - 1) The Contractor shall provide Utility Owners with design plans and Preliminary Utility Plans as soon as the plans have reached a level of completeness adequate to allow them to fully understand the Project impacts. The Utility Owner will use the Contractor's design plan for preparing Utility Relocation Plans, cost estimates, and respective Utility Adjustment Schedules (UAS). If a party other than the Utility Owner prepares Utility Relocation Plans, there shall be a concurrence box

on the plans where the Utility Owner signs and accepts the Utility Relocation Plans as shown.

- 2) The Contractor shall prepare all engineering design, plans, technical specifications, cost estimates, and utility adjustment schedules required to perform the necessary utility relocations. The Contractor shall certify to the County that the design package listed above has been reviewed and accepted by the each respective Utility Owner.
- h. The Contractor shall be responsible for collecting the following from each Utility Owner that is located within the Project limits: Certified Utility Relocation Plans Including a letter of "no cost" where the Utility Owner does not have a prior right; Utility Agreements, certificates of eligibility, including cost estimate and Utility Relocation plans where the Utility Owner has a property interest; Letters of "no conflict" where the Utility Owner's facilities will not be impacted by the Project. The Contractor shall prepare and submit to the County a Utility Retention Request for any utility which is to remain under the roadway within the construction limits.
- i. The Contractor shall review the utility plans to identify that there are no conflicts with the proposed highway improvements, and ensure that there are no conflicts between each of the Utility Owner's relocation plans. The Contractor shall show all existing and proposed utilities on the cross sections and drainage profiles.
- j. The Contractor shall compile, and submit to the County all SUE deliverables, Utility Relocation Plans, SUE Utility Impact Analysis, Utility Adjustment Schedules, Utility Agreements, Utility Estimates (if estimates are provided by the utility owners), and Letters of "no conflict," as set forth above for the Project.
- k. Utility Relocation Plan submitted shall be accompanied by a certification from the Contractor stating that the proposed relocation will not conflict with the proposed sidewalk improvement and will not conflict with another Utility Owner's relocation plan.
- l. The Contractor shall be responsible for one of the following construction activities:

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- 1) The Contractor shall be responsible for coordinating the work of its subcontractors and the various Utility Owners. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the Contractor. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor or its subcontractors due to interference from utilities or the operation of relocating utilities.
 - 2) The Contractor shall be responsible for performing all utility removal, relocation, and adjustments required to accommodate the proposed Project. This shall include any required inspection, permitting, testing and monitoring to ensure that the work is properly performed to the certified design package. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the Contractor. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor or its subcontractors due to interference from utilities or the operation of relocating utilities.
- m. During the construction of the Project, the Contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding to the emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the Contractor and the County. The WUCS shall recommend the rate of reoccurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for

the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractors and the County of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for approval, a Progress Schedule Chart, prior to beginning Construction unless otherwise specified, which includes the utility companies controlling items of work and other information. Duties and Responsibility of the Worksite Utility Coordination Supervisor, (WUCS):

- 1) Qualifications: The WUCS shall be an employee of the Prime Contractor, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be knowledgeable of the High-voltage Safety Act and shall be trained on the Georgia Utility Facility Protection Act (GUFPA).

Questions concerning the Georgia Public Service Commission certified training program shall be directed to:

Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334-5701
(404) 463-9784

- 2) Ticket Status: During the utility coordination meetings the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the Project limits. This information will be used to assure those planning to use mechanized equipment to excavate or to work within the Project limits are prepared to begin work when they have reported or estimated beginning work. At points where the Contractor's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in

considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

- 3) Notice: The names of known utility companies and the location of known utility facilities will be shown on the Plans, or listed in the Overhead/Subsurface Utility Engineering Investigation if performed the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. Notice to the utility companies by the County of the Award of Contract, under Subsection 105.06, shall not be deemed to satisfy the notice required by this paragraph. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".
- 4) Agenda: The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal and relocations or adjustment work in order that these operations may progress in a reasonable manner, that duplication of their removal and relocations or adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same in advance of the meeting to encourage input and participation from all of the utility companies. The agenda will be prepared by an examination of the Project site and may include photographs of potential/actual utility conflicts.
- 5) Emergency Response Plan: The WUCS shall prepare and submit to the County an Emergency Response Plan no later than 30 days prior to beginning construction. The WUCS shall clearly mark and highlight the gas, water and other pressurized

pipeline shut-off valves and other utility services including overhead switch locations on the utility plans; and prepare a chart to indicate the location of each site (Street address or intersections), the utility company or operator of the facility with emergency contact information and the working condition of the device to facilitate prompt shut-off. The WUCS shall post the Emergency Response Plan in an area readily accessible to the County. In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

- 6) Submission: Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information shall be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the Project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.
- 7) Utility Adjustment Schedule: The purpose of the Utility Adjustment Schedule is to provide the Contractor with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a progress schedule chart that is feasible. Include the estimated duration for each of the applicable following tasks; Preliminary Engineering, Right-of-Way Acquisition, Construction Engineering, Material Procurement, Clearing and Trimming,

Construction, Splicing or Tie-in work, Service Considerations and Temporary Work. A suitable Utility Adjustment Schedule form is available from the County for the WUCS to circulate to utility companies for any proposed Project construction staging. Ensure the WUCS submits the Progress Schedule Chart in accordance with Section 108.03 and the proposed Utility Adjustment Schedules from all utility companies to the Engineer for review and approval.

- n. At the time the Contractor notifies the County the Contractor deems the Project to have reached Final Completion, the Contractor shall certify to the County that all Utilities have been identified and that those Utility Owners with property interests or other claims related to relocation or coordination with the Project have been relocated or their claims otherwise satisfied or shall be satisfied by the Contractor.
- o. In addition to the above, the Contractor shall comply with all provisions set forth under subsection 107.21 of the Specifications, Construction of Transportation Systems, current edition.

2. General

- a. By Georgia Statutes, utilities whether public or privately owned, aerial or underground, are permitted by the County and local governments to be accommodated within the public right of way. To this end, the Contractor needs to make every effort to design/build a Project that will accommodate (and minimize impacts to) all existing utilities and new utilities to be constructed concurrently with the Project. The selection of typical section features, horizontal alignment, and location of storm sewer lines are design elements that can sometimes be varied without violating safety standards, and accepted design principles. Design/construction techniques that minimize or avoid utility conflicts may involve increased upfront costs; however, those costs are offset by savings during construction, in addition to the total cost savings for the Project (the County or local government) and the respective utility owners.

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- b. Additional guidance for accommodating utilities within the right of way are given in the AASHTO publications: A Guide for Accommodating Utilities within Highway Right of Way, A Policy on Geometric Design of Highways and Streets; the TRB publication: Policies for Accommodation of Utilities on Highway Rights-of-Way; and in GDOT's Utility Accommodation Policy and Standards, current edition.
 - c. The Utility Plans are used as the primary tool to identify and resolve utility related conflicts/issues prior to beginning the construction of a Project. Also, when these plans are properly prepared as indicated in this Special Provision; they will support the vital coordination required between the Contractor and the Utility Owner during construction.
 - d. Utility plan sheets are comprised of completed roadway plan sheets but shall contain more detailed information featuring existing and proposed utility facilities. Specific requirements for Utility Plans are detailed below.

3. Required Information

a. Preliminary Utility Plans

- 1) Preliminary Utility Plan sheets are typically comprised of preliminary roadway plan sheets with the inclusion of all existing utility facility locations (overhead & underground) found within a Project's limits. Determining the location of the existing utilities shall be accomplished through an Overhead/Sub-surface Utility Engineering Investigation.
- 2) Preliminary Utility Plans shall be produced and used by the Contractor in the utility coordination/relocation design activities outlined here and under Section 999.1. The following minimum information shall be shown on the Preliminary Utility Plans:
 - a) Construction centerlines with Project stations and begin/end Project limits.
 - b) Curb and gutter or edge of pavement (proposed and existing)
 - c) Road and street names

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- d) Existing and Required Right of Way limits, property lines, environmentally sensitive area limits, and property owners.
 - e) All proposed and existing easements (including existing utility easements)
 - f) Proposed and existing drainage structures/features (excluding drainage text)
 - g) Proposed construction limits (C/F lines)
 - h) Topographical planimetrics (i.e. existing buildings/structures, existing tree/vegetation limits)
 - i) All proposed bridges, walls, other structures and landscape hardscapes.
 - j) All proposed and existing strain poles (signal, sign, lighting)
 - k) Utilities Legend
 - l) Miscellaneous General Notes
 - m) Existing overhead and underground utilities found within the Project's limits, Including size and material if known.
 - n) Sanitary sewer manhole top, and invert elevations. Sanitary Sewer pipe flow directions
 - o) Railroad mainline and spur tracks with their respective property/easement limits
 - p) Project Survey control point locations
 - q) SUE specific General Notes
 - r) Utility Pole Data Table
 - s) SUE investigation Limit of study
 - t) SUE Quality Level A information
- b. Final Utility Plans
- 1) Final Utility Plans consist of all the elements provided for in the Preliminary Utility Plans, but also show all proposed utility adjustments required to accommodate the Project.
 - 2) The proposed utility information shall either be provided to the Contractor by each of the respective Utility Owners, Refer to Section 999.3.E to determine how proposed utility relocation design information is to be provided. In either case, The Contractor shall

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- compile and incorporate this information into the Project's Final Utility Plans.
- 3) The proposed utility work for this Project shall either be performed by the Utility Owner or their designated contractor.
 - 4) In either case, the Final Utility Plans shall clearly show all existing, proposed, temporary, and relocated utilities on the plans and clearly indicate the disposition of all existing utilities: for example, "To be removed", "To be Adjusted", "To be Abandoned", "To Remain", "To be Relocated", etc. The plans shall also clearly define utility work as to which is to be done by the Contractor and which is to be done by others. Utilities to be relocated (or removed, or installed) prior to construction shall be labeled on the plans as "To be relocated (or removed or installed) by others prior to Project construction".
 - 5) When proposed utility work is included as part of the Project's contract, it is necessary for a Summary of Quantities to be included within the Final Utility Plans. The Summary of Quantities shown in the Final Utility plans shall be prepared in the same basic format as indicated in Section 999.3.8.
 - 6) Where extensive or complex utility work is proposed to be performed, separate Utility Relocation Plan Sheets for that specific utility may be required to ensure plan legibility/constructability. The Contractor shall determine whether separate Utility Relocation Plans are needed. However, after review of the plans, the Engineer may require these additional sheets or drawing inserts to be included in the Project plan package.
 - 7) In addition to the information required for the Preliminary Utility Plans, the Final Utility Plans shall include the following:
 - (a) All proposed and temporary utility facilities with annotation describing nature of work.
 - (b) Miscellaneous General Notes required for coordination of utility facilities with roadway

construction.

- (c) Proposed water and sanitary sewer plan/profiles.
- (d) Summary of Quantities for contract items (if applicable).
- (e) Any proposed utility easements.
- (f) Any miscellaneous proposed utility details.

c. Overhead/Subsurface Utility Engineering (SUE) Investigations

Employ an established engineering technology that can provide precise horizontal and vertical locations of underground and overhead utilities to produce an accurate picture of the underground and overhead utility infrastructure. The existing utility information provided in these investigations includes a description of what "degree of confidence" there is in its accuracy.

- 1) Quality Level "D" Information - Information obtained solely from a review of utility records and field verification. The comprehensiveness and accuracy of such information is highly limited. Even when existing information for a utility in a particular area is accurate, there are often other underground systems that are not shown on any records. Quality Level "D" may be appropriately used early in the development of a Project to determine the presence of utilities.
- 2) Quality Level "C" Information - Information obtained to augment Quality Level "D" information. This involves topographic surveying of visible, above-ground utility features (e.g., poles, hydrants, valve boxes, circuit breakers, etc.) and entering the topographic data into the CADD system. Since aerial utility lines are not surveyed, information provided for these facilities is considered Quality Level "C" also. Quality Level "C" may be appropriately used early in the development of a Project and shall provide better data than Quality Level "D" information alone. Designers shall be very cautious when working on Projects using information for underground utilities that is based only on Quality Levels "D" and "C" locates.

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- 3) Quality Level "B" Information - Information obtained through the use of designating technologies (e.g., geophysical prospecting technologies). This is an application using scanning technologies, most of which have very specific capabilities. Applying a variety of techniques is essential to the process of preparing a comprehensive horizontal map of utilities and other underground structures on the site. Designating technologies are capable of providing good horizontal information.
 - 4) Quality Level "A" (Test Hole) Information - Provides the highest level of accuracy of utility locations in three dimensions. This level may apply manual, mechanical or non-destructive (e.g., vacuum excavation) methods to physically expose utilities for measurement and data recording. Quality Levels "B", "C", and "D" locates are incorporated in Quality Level "A" locates.
 - 5) The Contractor shall identify all utility conflict points where verified existing utility information is necessary to avoid/minimize/identify the respective utility conflict. The Contractor shall obtain Quality Level "A" locates at these Project/utility conflict points, and shall coordinate with the Utility Owners and make every effort to avoid existing utility facilities and thereby reduce utility relocations.
 - 6) All Overhead/Subsurface Utility Engineering (SUE) shall be performed to GDOT standards.

4. Sheet Layout

- a. The Contractor needs to ensure that any information and graphic data that is not necessary to depict the disposition of utilities found within the Project's limits is removed by turning *off* the appropriate CADD levels(s) on which the data is stored. This will help ensure that information pertinent to utility facilities can be clearly seen in the Utility Plan sheets. Examples of extraneous information would be items such as horizontal curve data, super elevation data, roadway dimensions, misc. text, etc. All background information such as pavement limits, existing structures, etc. shall

be screened back. Also, the Contractor shall ensure all text, line work, details, and symbols are clear and legible when plans are reduced to Y2 size.

b. In order to maintain plan clarity all applicable general notes, tables, and the Utility Legend shall be placed separately from the Utility Plan sheets. A Utility Plan "Cover Sheet" shall be provided for both preliminary and final Utility Plans. A recommended example utility sheet schedule is provided below:

- 1) Utility Sheet 1 (Cover Sheet) – Utility General Notes, Utility Legend, Miscellaneous Details.
- 2) Utility Sheet 2 (required as needed) - Additional Miscellaneous Details, Pole Data Table.
- 3) Utility Plan Sheets- Utilities shown in plan view with respect to Project.
- 4) Utility Profile and Cross Sections Sheets - Proposed Utility facility profiles and cross sections (as required).
- 5) Miscellaneous Utilities Sheets - Miscellaneous proposed utility details (as required).

The above sheet schedule shall also be generally followed for all separate utility relocation plans (i.e. water & sewer plans) included in the Project plans.

5. Miscellaneous Notes and Other Information

a. Note on the Utility Plans whose responsibility it is for utility adjustment. For bridge plans required, the Contractor is to make sure the plans have made accommodations for utility crossings and attachments, if applicable. Any new utility crossings requests shall include the size, weight, and type of utility. In addition the method of attachment to the bridge shall be fully detailed. Such requests shall be reviewed by the Contractor to ensure adequacy and constructability and final approval shall be obtained by the Contractor from the County. The Contractor shall follow the approval process within this specification. The Contractor is responsible to ensure that all proposed and existing utilities are coordinated with the respective Project's Construction Staging Plans and Erosion Control Plans.

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- b. Upon completion of the Utility Relocation Plans, the Contractor needs to ensure that any additional environmental impacts due to utilities are addressed in the Project's environmental document/permit.

6. Utility As-Built Standard

- a. It shall be the responsibility of the Contractor's 3.10 Utility Coordination Consultant to manage and ensure accurate completion and delivery of all items within this section.
- b. Utility as-builts must be completed after utility relocations are completed and prior to project closeout.
- c. Provide Utility as-built plans in the County's current CADD Software format to include each individual utility owner within the project limits.
- d. Provide one (1) final full size, three (3) half size, and one (1) pdf set of as-built utility plans to the County to include all utilities present, abandoned or relocated within the project limits. Provide respective Utility Owners whose work was included in the contract a copy of their as-builts for review and acceptance.
- e. Ensure as-built utility plans for projects contain the following:
 - 1. Name
 - 2. Address
 - 3. Telephone number of the firm preparing the drawing
 - 4. Date the as-built plan data is collected via the revision block
 - 5. Surveyor's/Engineer's statement certifying that as-built plans reflect the true conditions in the field
 - 6. Contractors' statement (with an original signature and Project Number on the cover sheet and transmittal letter) verifying that all construction specifications and product qualities have been met.
 - 7. Label "AS-BUILT" DRAWING" or "RECORD DRAWING" on each sheet

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8. Label all Street names
 9. Label all easements and right-of-ways
 10. Identify and label the location and elevation of the benchmark referenced (If the referenced benchmark is not within the project limits, then a complete description of its location will be provided to assist in future locating).
 11. Label any changes in details of design and/or additional supporting information such as approved placement details, pipe sizes, material changes, geo-coded photos, etc.
- f. Ensure the as-built plans provide detailed and accurate information, in a useful format. Discretion must be employed by the draftsman regarding the functional quality of the plans. If too much information is included on one sheet as to make their use impractical, a second, or third, drawing sheet may be necessary.
 - g. Survey all underground utilities that were excavated or relocated, to include abandoned lines discovered during excavation within the project limits to determine the exact location and position of the utility line. This should include, but not limited to outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems, utility structure material compositions and condition; as well as identification of benchmarks used to determine elevations. Ensure elevations have an accuracy of +/- 0.05-ft and certified accurate to the benchmarks used to determine elevations. Horizontal data accurate to within +/- 0.2 ft. or applicable survey standards, whichever is more precise. Record and label the average depth below the surface of each run, all change of direction points, and all surface or underground components such as valves, manholes, drop inlets, clean outs, meters, etc.
 - h. For relocated aerial facilities:
 1. Record the following information to including but not be limited to the pole owner, age, pole size, pole height, pole number, the material type, the general condition of the utility.

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2. Record the horizontal location of existing poles for aerial utility facilities. Ensure horizontal surveying of existing poles for overhead utility facilities is surveyed to the same accuracies and precision as is required for the topographic data.
 3. Determine the aerial utility owners (in addition to the pole owner) attached to the pole and correctly show the horizontal connectivity of the utilities between the poles, including major service drops (substations or industrial facilities).
 4. Aerial utilities along with pole locations and appurtenances shall be returned to the COUNTY in digital and reproducible certified plan sheet format.

3.4.10 CONSTRUCTION (999.4)

Ensure the Project is constructed as per the Project scope and as per the accepted "Released for Construction" plans in accordance with the Specifications. No construction will begin on any phase of the work prior to the County providing written authorization to the Contractor to begin land disturbing activities. Construction includes, but is not limited to, the following:

- A. All clearing and grubbing and grading required in accordance with Sections 201, 202, 205, 206, 208 and 209. All necessary grading and drainage to construct the subgrades, including the removal and replacement of unsuitable material, shoulders and incidental work to include furnishing borrow pits, waste disposal areas and hauling borrow and waste materials as required. Ensure the removal and replacement of unsuitable material.
- B. All necessary culvert extensions include removal and replacement of headwalls, aprons and rip-rap. Ensure existing culverts are analyzed for structural sufficiency for new fills. Where the existing culvert is not structurally sufficient, remove the deficient portion of the culvert and replace utilizing appropriate excavation and shoring as needed. Alternate methods of construction may be submitted to the County for approval.
- C. All necessary base construction, milling, leveling, asphalt paving and concrete paving to construct the pavement structure.

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- D. Removal of all curbs, drainage structures, pavements, bases and sub-bases, or other obstructions within the rights of way as necessary to construct the roadway section.
- E. All signing, interstate signage including sign structures, signalization, pavement marking, raised pavement markers, and guardrail.
- F. Ensure storing of any equipment and materials on the Project outside of the active clear zone.
- G. Errors and omissions are the responsibility of the Contractor to correct and at the expense of the Contractor.
- H. No existing materials removed from the Project shall be reused. Coordinate the removal and disposal of all Signing and ATMS items with the County. All remaining material shall be disposed of properly by the Contractor in accordance with all Local, State and Federal laws.
- I. Preparation of As-Built Construction Plans.

Provide a detailed estimate with the Release for Construction plans. Partial payments of the Lump Sum price will be made on monthly statements based on an accepted schedule of values and detailed estimate. Develop a schedule of values with sufficient breakdown for each of the following items:

- DESIGN COMPLETE
- CONSTRUCTION COMPLETE

Include the schedule for values a rational basis for partial payments of the Lump Sum bid based on the completed portion of the item and definitive activities. Submit the schedule for values to the Engineer. No payments will be made until the schedule of values is accepted.

No payment for mobilization will be made until the County issues written authorization that plans are "Released for Construction". Payment for mobilization shall not exceed 2.5% of the overall bid price for Construction Complete. The Contractor shall submit a detailed breakdown of mobilization in the proposed schedule of values for acceptance.

Contractor shall work with the Engineer to establish estimated earthwork, asphalt, and concrete quantities, as

this will determine the frequency of required testing by the County.

No later than the 25th day of each month, provide the County with a certification showing the percentage completed for each item of work. Include a breakdown and supporting documentation, to include the Design Consultant's monthly invoice, in sufficient detail to substantiate the percentage completed certified.

Payment shall be made under:

- Item 999-2010 – DESIGN COMPLETE LUMP SUM
- Item 999-2015 – CONSTRUCTION COMPLETE..... LUMP SUM

3.4.11 QUALIFICATIONS PACKAGE (999.6)

As part of the qualifications package, the Design-Build firm must be prequalified in the area class(es) identified below. The **Lead Design Consultant MUST** be prequalified by GDOT in the area class(es) indicated with an "X".

"X"	Number	Area Class
X	1.06(a)	NEPA Documentation
X	1.06(e)	Ecology
X	3.02	Two-Lane or Multi-lane Urban Roadway Design
X	3.07	Traffic Operations Design
X	3.13	Bicycle and Pedestrian Facility Design
X	5.01	Land Surveying
X	5.02	Engineering Surveying
X	9.01	Erosion, Sedimentation, and Pollution Control and
X	9.03	Field Inspections for Compliance of Erosion and Sedimentation Control Devices

Submit to the County three (3) copies of the "Notice to Professional

Consultant Qualifications" for the Lead Design Consultant and all sub-consultants or joint-venture of consultants on the team in a sealed envelope so marked as to identify its contents without being opened.

If the "Qualifications Package" is not received by the GADOT Office of Construction Bidding Administration, Room 1113, by no later than 12:00 p.m. on the day prior to the Bid Opening, the Bid will be subject to rejection

3.5 PROJECT DELIVERABLES

Deliverables will be rendered at 30%, 60% and 100% milestones of deliverables associated with each task order that is issued. All applicable Federal, State laws; and County ordinances, codes, rules and regulations of all authorities having jurisdiction over the construction of the project shall be followed.

3.6 PROJECT SCHEDULE

Proposer shall submit their proposed project schedule with their response to this RFP and per plan specifications.

3.7 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

Proposer shall submit provide an overview of their Design/Build Team's experience and project approach to this solicitation.

A. Organization

1. Provide basic company information for the **D/B Team**, which includes:
 - a. Company name
 - b. Company address
 - c. Name of primary contact and all contact information including telephone number(s) and E-mail address.
 - d. Company website (if available)

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- e. If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed.
 - f. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure?
2. Provide an organizational chart that reflects the makeup of the D/B Team, which includes the reporting structure.
 3. Briefly describe the history and growth of your Design-Build Prime Team. Provide general information about the Design-Build Prime Team's personnel resources, including disciplines and numbers and classifications of employees, and locations and staffing of offices.

B. Experience and Qualifications

Provide an organization chart indicating all proposed participating Firms and their proposed role in the Design-Build project. **The Proposer's D/B Project Manager, Lead Designer – Engineer of Record, Project Construction Manager/Superintendent, Right-of-Way Acquisition Manager and all other Key Team Members, including sub-contractors**, should be identified and their function indicated.

1. Provide description of experience for the **Design-Build Team's Project Manager** on projects of similar, size, function, and complexity. Describe no more than five (5) design projects in order of most relevant to least relevant; which demonstrate the **Design-Build Team's Project Manager** required minimum qualifications. For each project, the following information should be provided:
 - a. Project name, contact information, location and dates during which services were performed.
 - b. Registrations
 - c. Relevant project experience
 - d. Educational background
 - e. Design – Build History / Understanding
 - f. Other relevant information
2. Provide description of experience for the **Design-Build Team's Lead Designer – Engineer of Record** on projects of similar, size, function, and complexity. Describe no more than five (5) construction projects in order of most relevant to least relevant, which demonstrate the **Design-Build Team's Lead Designer – Engineer of Record's** required minimum qualifications. For each

project, the following information should be provided:

- a. Project name, contact information, location and dates during which services were performed.
 - b. Registrations
 - c. Relevant project experience
 - d. Educational background
 - e. Design – Build History / Understanding
 - f. Other relevant information
3. Provide information pertaining to the **Project Construction Manager/Supintendent** including but not limited to:
- a. Project name, contact information, location and dates during which services were performed.
 - b. Registrations
 - c. Relevant project experience
 - d. Educational background
 - e. Design – Build History / Understanding
 - f. Other relevant information
4. Provide information pertaining to the **Right-of-Way Acquisition Manager** including but not limited to:
- a. Project name, contact information, location and dates during which services were performed.
 - b. Registrations
 - c. Relevant project experience
 - d. Educational background
 - e. Design – Build History / Understanding
 - f. Other relevant information

Section 2 - Project Plan

Proposer shall submit a Project Plan that shall contain the following information:

1. Name and corporate headquarter address, telephone number and e-mail address of one (1) individual to whom all future correspondence and/or communications will be directed from the prime Proposer's firm.
2. **Project Plan:** Proposer shall describe their approach in tracking the each phase in completing the work identified in Section 3.3 *General Description* and Section 3.4 *Scope of Work, Plan Specifications and Drawings* and must identify all major tasks; planned reviews of work associated with each major task, at a minimum, and any other information that will assist in the planning and tracking this project successfully. A description of

methodologies, including best practices and benchmarks to be used shall be included.

- A. **Project Approach Work Plan:** Proposer shall provide a project approach work plan that summarizes their quality control, method for coordination of disciplines, production methods, cost control, schedule control measures, goals and objectives.
- B. **Project Schedule Control:** Proposer shall demonstrate their understanding of the task order contract, and any potential problems and concerns. Schedules will be required for each task order. The schedule shall show the schedule control milestones and events through each phase of the design and engineering work, including County decision points and reviews and approvals by the County and permitting authorities having jurisdiction.
- C. **Project Cost Control:** Proposer shall describe the construction cost estimating control used in designing and engineering each within the established budget. The Plan must show special cost control milestones and events through each phase of the design and engineering work; include County decision points, reviews and approvals by the County and permitting authorities having jurisdiction; quantity updates and alternatives.

Section 3 - Availability of Key Personnel

- 1. Proposer shall show the percentage of time key personnel will spend on this project during each phase of the project and provide information on the availability of all personnel proposed for this project assuming a NTP will be issued two (2) months from the date of proposal submittal. Response shall include a complete description of other commitments and anticipated completion dates for the personnel assigned to this project.
- 2. Current workload of key personnel

Section 4 - Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Section 5 – Service Disabled Veterans Preference

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which are owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs, and is located within the geographic boundaries of Fulton

County. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

In order to receive the SDVBE Preference points the Proposer must submit a copy of their certification letter from the Office of Contract Compliance and certify under oath that it is eligible to receive the SDVBE preference points by signing and submitting Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP.

Section 6 – Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents’ average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

$$\frac{\text{Lowest cost submitted}}{\text{Each successive cost proposal score}} \times \text{X Points allocated for cost in RFP} = \text{Cost}$$

The County will determine responsibility based on the following criteria for the proposer recommended by the Evaluation Committee:

Section 7 – Past Performance

1. Proposer must have, at a minimum, five (5) years relevant experience performing Design/Build services for entities comparable to the size of Fulton County within the past five (5) years.
 - The name of the project, the owner, year performed and the project location.
 - Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
 - Services the proposing firm provided.
 - Indicate whether participation was as the prime or sub-consultant.
 - A reference, including a contact name, addresses and phone number. This reference should be the owner’s staff member who was in charge of the project for the owner.

Section 8 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

1. Provide your firm's most recent balance sheets.
2. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
3. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
4. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 9 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

3.8 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

Section 8 – Bid Bond – Bid Forms.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan/Approach to Work	25 %
Qualifications of Key Personnel	20 %
Relevant Project Experience/ Past Performance	20 %
Availability of Key Personnel	15 %
Local Preference	5 %
Service Disabled Veterans Preference	2 %
Cost Proposal	13 %
TOTAL POINTS	100 %

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

Proposer shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit **Form C**, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form G** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form I**, which certifies that the

Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to Suspend***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2015

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished 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 damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2015.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2015

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 2015

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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 under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2015.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: **GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2015.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME) (Affix corporate seal here, if a corporation)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 2015.

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

**FORM I: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more individuals who are at least thirty percent (30%) disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs, and that the businesses is located within the geographic boundaries of Fulton County.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 2015.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

-
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report

-
- Exhibit C – Schedule of Intended Subcontractor Utilization
 - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
 - Exhibit E – Declaration Regarding Subcontractors Practices
 - Exhibit F – Joint Venture Disclosure Affidavit
 - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
 - Exhibit H – First Source Jobs Program Information, Form 2

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
FIRST/MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
TOTAL																			

FIRMS'S NAME
 ADDRESS
 TELEPHONE

This completed form is for (Check only one):
 Submitted by:

Bidder/Proposer

Subcontractor

Date Completed:

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to

(Bidder)

perform 100% of the work required for _____

(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20__, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-5800, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 1

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 2

SECTION 7

INSURANCE and RISK MANAGEMENT PROVISIONS

Sidewalk Improvements (Design – Build) Project Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

-
- 3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

 - 4. **UMBRELLA LIABILITY**
(In excess of above noted coverages) Each Occurrence \$2,000,000

 - 5. **PROFESSIONAL LIABILITY** Per Claim/Aggregate \$1,000,000/\$1,000,000
*Completed Operations: Statute of Repose for State of Georgia

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability). The Additional Insured Endorsement should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version), its equivalent or on a blanket basis.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractors insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8
PROPOSAL BOND AND COST PROPOSAL FORM

The Public Works Construction Law , 36-91-50(a), requires all proposers to submit Proposal Bonds for all public works construction contracts with estimated bids or proposals over \$100,000.

No proposal for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Proposal Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Proposal Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No Proposal shall be read aloud or considered if a proper Proposal bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PROPOSAL BOND
15RFP022315K-NH
DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON
DANFORTH ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD
INTERSECTION

FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of

_____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____

_____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **15RFP022315K-NH DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON DANFORTH ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD INTERSECTION**, a Design/Build Request for Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Proposal Bond in the approved form, in the amount of _____
_____ Dollars

(\$ _____) being in the amount of five percent (5%) of the Contract Sum.
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to
execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish
a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be
duly signed and sealed this _____ day of _____, 2015.

ATTEST:

PRINCIPAL

_____ BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the
Corporation named as principal in the within bond; that _____, who
signed the said bond of said corporation; that I know this signature, and his/her signature thereto
is genuine; and that said bond was duly signed, sealed and attested for in behalf of said
Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

_____ BY _____

(SEAL)

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **15RFP022315K--NH DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON DANFORTH ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD INTERSECTION**

Submitted on _____, 2015.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Proposers and General Conditions furnished prior to the openings of Proposals; that he has satisfied himself relative to the work to be performed.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE PROPOSAL IS THE AMOUNT UPON WHICH THE PROPOSER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE PROPOSER.

The base Proposal may not be withdrawn or modified for a period of sixty (60) days following the receipt of Proposals.

In response to the Request for Proposal (RFP), the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project for a cost not to exceed:

_____, which amount is hereinafter called the Owner's Available Funds.

We propose to furnish all design, architecture, engineering and construction services called for by the Proposal Documents for the following lump sum fees:

1.	Design-Builder's Fee	\$ _____
2.	Architectural and Engineering Services Fee	\$ _____
3.	General Conditions (Construction) Fee	\$ _____
4.	Owner Controlled Lighting Fee	\$ <u>30,000.00</u>
5.	Contingency	\$ <u>50,000.00</u>
6.	Total Cost	\$ _____

\$ _____
(Dollar Amount in Numbers of lines 1-4)

\$ _____
(Dollar Amount in Words of lines 1-4)

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Design-Builder's Fee of ____ percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents, and an Architectural and Engineering Services Fee of ____ percent (%) of the actual costs reimbursable to the Design-Builder, as defined by the Proposal Documents.

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

The undersigned declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into that this Proposal is made without connection with any other person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Proposal Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Proposal Bond in the approved form, in the sum of (\$ _____)
 _____ Dollars
 according to the conditions of "Instruction to Proposers" and provisions thereof.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the design and construction of the work in full and complete

accordance with the shown, noted, and reasonably intended requirements of the Specification and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

The Proposer agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract with **365** calendar days from and including said date.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Proposal considers and incorporates any modifications to the originally issued Proposal Documents included therein.

ADDENDUM # _____ DATED _____

PROPOSER: _____

Signed by: _____

[Name Typed or Print Name]

[Name Signed]

Title: _____

Business Address: _____

Business Phone: _____

Proposer's Contractor License No: _____

[State/County]

License Expiration Date: _____

Note: If the Proposer is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 9 BONDING REQUIREMENTS

Payment Bond – the Design/Build Company awarded the contract for the project must provide a Payment Bond in the amount equal to one hundred percent (100%) of the Design-Build Price prior to the execution of the Contract.

Performance Bond– the Design/Build Company awarded the contract for the project must provide a Performance Bond in the amount equal to one hundred percent (100%) of the Design-Build Price prior to the execution of the Contract.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that *[insert name of contractor]* (hereinafter called the "Principal") and *[insert name of surety]* (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(Insert name of Contractor)

(hereinafter called the "Principal") and _____ (hereinafter called the
(Insert name of Surety)

"Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____ [100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON DANFORTH ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD PROJECT**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

**SECTION 10
EXHIBITS**

EXHIBIT 1: REQUEST FOR PROPOSAL (RFP) SUBMITTAL CHECK LIST

EXHIBIT 2: CONSTRUCTION CONTRACT GENERAL CONDITIONS

EXHIBIT 3: OWNER CONTRACT AGREEMENT (DRAFT)

EXHIBIT 1

REQUEST TO PROPOSAL (RFP) SUBMITTAL CHECK LIST

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	Letter of Participation from Fulton County Purchasing Department	
2	Two (2) Technical Proposals marked " Original ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposals [3] (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary	
	Technical Approach/Detailed Work Plan	
	Project Team Qualifications/Qualifications of Key Personnel	
	Relevant Project Experience	
	Proposer Financial Information	
	Availability of Key Personnel	
	Local Preference	
	Disclosure Form and Questionnaire	

Item #	Required Proposal Submittal	Check (√)
Check List		
9	Purchasing Forms	
	Form A: Certificate Regarding Debarment	
	Form B: Non-Collusion Affidavit of Bidder/Offer or	
	Form C: Certificate of Acceptance of Request Proposal Requirements	
	Form D: Disclosure Form & Questionnaire	
	Form G: Professional License	
	Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope)	
	Exhibit A: Promise of Non-Discrimination	
	Exhibit B: Employment Record	
	Exhibit C: Schedule of Intended Subcontractor Utilization	
	Exhibit D: Letter of Intent to Perform as Subcontractor	
	Exhibit E: Declaration Regarding Subcontractor Practices	
	Exhibit F: Joint Venture Disclosure Affidavit	
	Exhibit G: Prime Contractor/Subcontractor Utilization Report	
	Equal Business Opportunity Plan (EBO Plan)	
	Exhibit H – First Source Jobs Program Information Form 1	
Exhibit H – First Source Jobs Program Agreement Form 2		
11	Evidence of Insurability, proposer must submit one (1) of the following:	
	Letter from insurance carrier	
	Certificate of Insurance	
12	An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
13	Verify Georgia General Contractor License Number and attach a copy of print out for each Bidder/Proposer	
14	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
15	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	
16	GDOT Notice of Professional Consultant Qualifications	
17	Contractor's GDOT Certificate of Qualification	
18	Sub-Contractor(s) GDOT Certificate of Qualification	

**EXHIBIT 2:
CONSTRUCTION CONTRACT GENERAL CONDITIONS**

CONSTRUCTION CONTRACT GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract; and
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate Bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base Bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager shall mean the individual designated in writing, by the Interim Director of the Public Works and General Services Department as the Construction Manager.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Detention Equipment Contractor (“DEC”) – Any legally chartered business entity whose primary activity is the supply and/or installation of detention hardware equipment and related systems.

Director - Director of the Facilities and Transportation Services Department of Fulton County, Georgia or the designee thereof.

Engineer of Record – Ayres Associates developed the specifications and drawings referred to herein.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

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- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole

option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County, providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work

on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and

instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except, as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The

Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the

Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

- Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager, on behalf of the County.
- Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three (3) days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta,

Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional

compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued

reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever

methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

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1. Stop work under the contract on the date and to the extent specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
 4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
 6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
 7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
 8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
 9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined.

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and

manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement.

The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days

July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site,

the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or sub-consultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and sub-consultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK**A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The

cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

- a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
- a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which

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- are included as part of the original Contract, and all other expenses not included in "Cost" above.
- c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
 - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
 - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
 7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
 8. No payment shall be made for any changes to the contract that is not included in a fully executed Change Order.
- B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS**
1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be

encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the

Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

EXHIBIT 3
OWNER CONTRACTOR AGREEMENT (DRAFT)

FULTON COUNTY GOVERNMENT



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 15RFP022315K-NH**

**DESIGN/BUILD SERVICES FOR SIDEWALK
IMPROVEMENTS ON DANFORTH ROAD FROM
REHOBOTH CIRCLE TO CASCADE ROAD
INTERSECTION**

**OWNER-CONTRACTOR AGREEMENT
For
PUBLIC WORKS and GENERAL SERVICES DEPARTMENT**

**FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

OWNER - CONTRACTOR AGREEMENT

#15RFP022315K-NH DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON DANFORTH ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD INTERSECTION

Contractor: _____ Project No. 15RFP022315K-NH
Address: _____ Telephone: _____
Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 2015, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (if applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS]**, (**[\$[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

#15RFP022315K-NH
DESIGN/BUILD SERVICES FOR SIDEWALK IMPROVEMENTS ON DANFORTH
ROAD FROM REHOBOTH CIRCLE TO CASCADE ROAD INTERSECTION

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within ten (10) days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **Three Hundred Sixty Five** calendar days from issuance of Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

[Insert Contractor COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Kun Suwanarpa, P.E., Interim Director
Public Works and General Services
Department

**SECTION 11
APPENDICES**

Appendix A:	Special Assurances for Utility Contract Work Within Public Right-of-Way
Appendix B:	Fact Finding Guide – GL
Appendix C:	Concept Report
Appendix D:	Plan Documents

APPENDIX A: SPECIAL ASSURANCES FOR UTILITY CONTRACT WORK WITH PUBLIC RIGHT-OF-WAY

All work under this contract which is to be performed on public right-of-way under control of Fulton County or involves work which is subject to a permit issued by Fulton County or any other agency or department of government having jurisdiction shall be done in compliance with the terms and conditions of such permit and any applicable Fulton County Standards and specifications, including its utility installation standards and specifications. Fulton County shall have the right to inspect the work and to require any action necessary to correct all deviations from said terms and conditions. Contractor agrees that Fulton County shall not be held liable for any extra expense or damages to the Contractor as a result of the requirement for compliance with applicable permits or standards or specifications or any corrective action which Fulton County may order in enforcement thereof. The same conditions shall apply to any work under this contract on public right-of-way under the control of the Georgia Department of Transportation.

(Company)

(Contractor's Authorized Representative)

(Date)

APPENDIX B: FACT FINDING GUIDE – GL

I. Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.

A. PRESENT OCCUPANCY OR USE OF THE SITE

- Demolition to be done?
- Structures will remain (condition)?

B. HISTORY OF THE SITE

- For what was the site used before?
- Underground tanks?
- Underground utilities?

C. GEOLOGY OF THE SITE

- Rock to be blasted?
- Water to be removed/diverted?
- Fill needed? (where and how obtained?)
- Excavation needed? (where and how obtained?)

II. Evaluate controls needed in reference to site security and public protection.

A. FENCING NEEDED?

B. ACCESS/GATES

- Can traffic be routed past office or checkpoint?
- “Non-Vendor” visitors escorted?
- Gate lockable after hours?
- “Hard Hat” signs at entrance?
- Dirt removal/tarping area at exit?
- Ready Mix chute wash area?

C. PEDESTRIANS

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special Access requirements for neighboring occupants?
- Special after-hours considerations?

D. ENVIRONMENTAL

- Dust control?
- Silt control?
- Mud control on streets?
- Vibration control?

E. UTILITIES

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or de-energized?
- Temporary power service away from high traffic areas?

F. SUB-CONTRACTORS

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established:
 - Job site safety meetings
 - Materials delivery
 - Debris removal
 - Access to site
 - Weekly Sub-Contractors' meetings
 - Schedule of safety inspections
 - Emergency Procedures

G. MATERIALS HANDLING *(Not Applicable)*

- Crane selection criteria established
 - Maximum weight to be handled
 - Maximum lifting height
 - Maximum horizontal reach needed
 - Amount of travel needed
 - Swing radius available
 - Set-up area available
 - Ground bearing capacity
 - Approximate frequency of lifts
- Crane operations responsibilities established
 - Triangle or leasing company crane to be used?
 - Operator trained and experienced on specific machine?
 - Operator can accurately read and interpret machine load chart?
 - Critical Lift identified (75% of net capacity)?
 - Machine fully inspected by a qualified outside agency?
 - Rigging hardware properly selected?
 - Inspecting and maintaining the crane per owner/manufacture specifications?

III. **Startup.**

A. **ELECTRICAL**

- Temporary Power
 - Underground service possible?
 - Maintenance responsibilities established?
 - Main circuit panel barricaded?
 - Lighting planned?
- Circuit Protection
 - Ground fault circuit interrupt protection?
 - Assured grounding conductor program?
 - Responsibilities established?

B. **FIRE PROTECTION**

- ABC extinguishers adequately distributed?
- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

C. **FALL PROTECTION**

- Critical Job Phases Identified?
 - Critical exposures identified by phase? (e.g. "Worker falls")
 - Scheduled start dates for critical phases?
- General Fall Protection Procedures
 - Perimeters
 - Floor openings
 - Working deck
 - Work area access
 - Ladders
 - Elevator hatchways

D. **PERSONAL PROTECTIVE EQUIPMENT**

- General
 - Hard hats
 - Work shoes
- Specific by Task

E. **HAZARD COMMUNICATOINS PROGRAM ESTABLISHED AND EMPLOYEES TRAINED**

F. **CONFINED SPACE ENTRY**

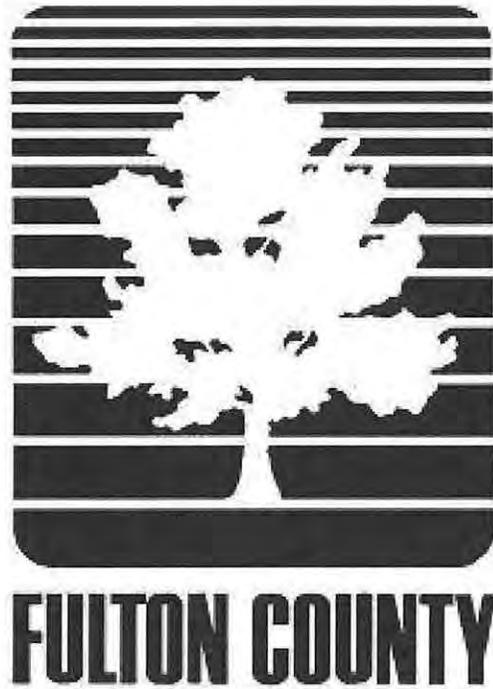
- Procedures established and task(s) identified requiring use of procedures?

G. **TRENCHING**

- Procedures established and task(s) requiring procedures identified?

H. **PHASE PRE-PLANNING**

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow-up system



Danforth Road Concept Report

Prepared for: Facilities and Transportation Services Department
Fulton County, GA
141 Pryor Street SW, 6001
Atlanta, GA 30303
(404)612-8325

Project Name: Danforth Road Pedestrian Improvements

Project Number: Fulton County # T-260
Ayres Associates # 66-0612.06
LAI # 13127

Submittal Date: March 04, 2014



PROJECT CONCEPT REPORT

Fulton County, Georgia
Danforth Road from Atlanta City Limit to Cascade Road
Fulton County Project Number T-260

Need and Purpose

The purpose of this project is to provide safe and aesthetic sidewalks that will encourage pedestrians to travel along Danforth Road to access points including existing and new subdivisions, local churches, the Southwest Fulton Arts Center, MARTA Bus Routes, QLS Villas, and the Fulton County Senior Center near the intersection with Cascade Road. The City of Atlanta recently constructed sidewalks on the portion of the roadway within the city limits. This project is intended to extend the same type of improvements along the remainder of Danforth Road and include ADA improvements and the intersection with Cascade Road. This will encourage pedestrian usage of the corridor and will help to alleviate air pollution and high traffic volumes. Along with the addition of curb and gutter, additional improvements to the storm drainage system through the addition of inlet structures and longitudinal drainage along Danforth Road will be required.

Danforth Road is a well-travelled roadway because it is a conduit for the area residents to access I-285 from Cascade Road. The new subdivision along the roadway will have sidewalks on both sides of the entrance and the proposed sidewalks along Danforth Road will tie to those to accommodate the pedestrians residing in the area. In addition, the South Fulton Community is experiencing growth in new developments within walking distance of the residential community along Danforth Road. The proposed sidewalks will provide local residents and employees in the area with pedestrian access to the MARTA Bus Routes along Cascade Road. Moreover, the sidewalks will provide for pedestrian access to the commercial facilities on Cascade Road.

This project is funded 100% by local moneys appropriated by the Fulton County Commission.



Begin Project: STA. 130+05 (Rehoboth Circle)
End Project: STA. 167+74 (Cascade Road Intersection)

Existing Conditions

Danforth Road is a bituminous roadway connecting New Hope Road and Cascade Road. During the summer of 2013, the City of Atlanta constructed sidewalks, curb and gutter, lighting, drainage improvements, etc. within their city boundaries. The section of roadway maintained by Fulton County has irregular geometry in that the pavement width is non-uniform. In the area of the newer subdivision at Reunion Place, the roadway currently has sidewalk and curb and gutter on one side. Near the project terminus, there is sidewalk and curb and gutter in relatively poor condition. The drainage on the roadway is mostly surface flow except in the areas of curb and gutter. In multiple locations, there are mailbox and entrance structures within the right of way. There are also numerous trees and some brush within the existing right of way.

There are numerous existing utilities within the corridor. The most visible are as follows:

Utility Provider	Service	Contact	Phone	Email
AT&T	Telecommunications	Ron Shook	770-792-3020	rs7211@att.com
Atlanta Gas Light	Gas			
City of Atlanta	Water	Karen Schroeder	404-546-1153	kschroeder@atlantaga.gov
Comcast	Cable Television	David Shelnett		
Fulton County	Water / Sewer	Abul Howlader	404-730-7537	Abul.Howlader@co.fulton.ga.us
Georgia Power	Power	Bobby Plunkett	770-306-5704	RSPLUNKE@southernco.com
Georgia Power	Pedestrian Lighting	Dustin Young	770-969-6619	duyoung@southernco.com

The existing roadway is signed for a 35 MPH speed limit. This project is intended to keep that speed. According to the AASHTO Green Book, Table 3-1, the minimum design stopping sight distance for a roadway with 35 miles per hour design speed on flat ground would be 250 linear feet. For a slope of approximately 12.6%, which is the existing grade near the beginning of the project, the stopping sight distance decreases slightly from level based upon Table 3-2. Based upon Table 3-4, the required passing sight distance would be approximately 550 linear feet. Since it is unlikely that passing would be permitted on this roadway, only stopping sight distance is considered as a design element of the project.

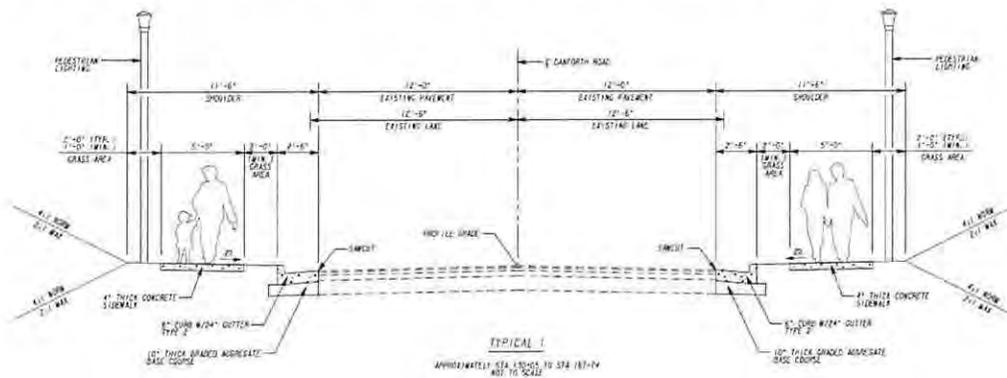
Near the intersection with Reunion Place the crest vertical curves have limited sight distance. As a part of this concept, various alternatives were examined which would alleviate the danger associated with limited sight distance. One such alternative is to provide advance signage to warn drivers of the deficiency. In conjunction with the signs, yellow flashing caution lights could be constructed warning drivers of an unsafe condition. This alternative involves no additional right of way or easements and approximates the existing situation currently in the field. The construction of signs and flashing lights is relatively inexpensive compared to modifying the profile grade of the roadway to achieve adequate stopping sight distance. Another alternative is to remove the three curves and replace the profile with

one crest curve connecting the vertical tangents leading to the intersection and the one exiting the vicinity. This alternative was studied and the single crest vertical curve required over ten feet of cut near Reunion Place. The last alternative that was examined is to modify each of the three vertical curves to each meet the appropriate K value. This alternative yields a cut depth of approximately 6 feet on the first crest curve which would require additional right of way and impact the new infrastructure build by the City of Atlanta. Therefore, in conclusion our preliminary recommendation is to install "Limited Sight Distance" signs and flashing caution lights at the intersection to warn drivers of the limited sight distance area. Due to the limited budget and impacts to the recently installed infrastructure, this is the most cost efficient method to reduce the issue.

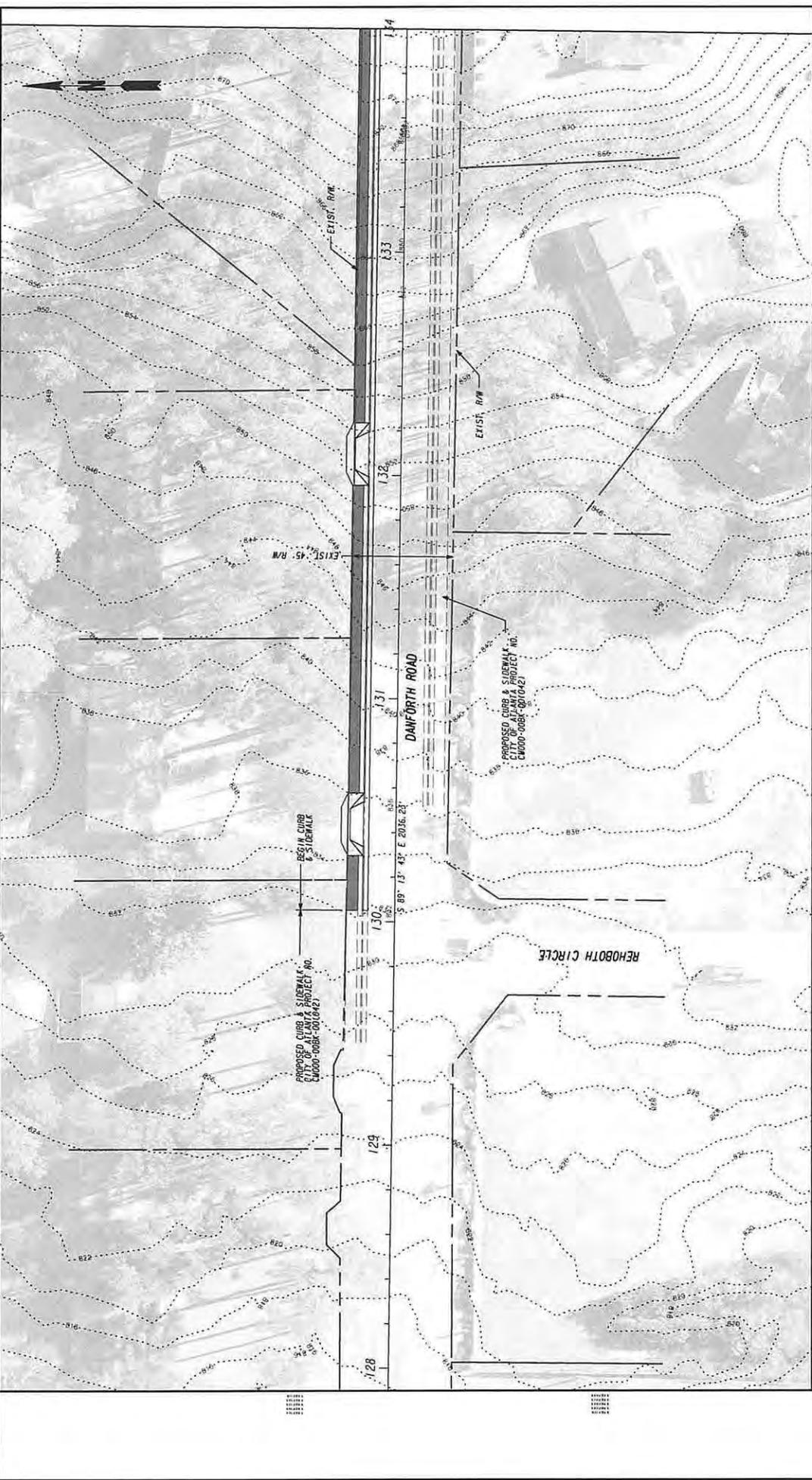
The properties on the north side of the roadway in the vicinity of the intersection with Reunion Place have further sight distance deficiencies as the bank on their side of the roadway limits their horizontal sight distance. These properties generally are higher than the roadway and their driveways slope down to the pavement. However, the bank indicates that the roadway was originally constructed in a cut sections. This bank with the trees and brush limits horizontal sight distance. Therefore, as a part of this project, the bank from approximately Station 142 + 00 to approximately Station 147 + 00 should be evaluated for horizontal sight distance. By grading the slope back slightly, and removing the trees and brush, a much safer horizontal sight distance will be realized.

Project Description / Concept

The typical section proposed for this project consists of twelve feet (12') wide lanes with curb and gutter. The shoulders are eleven feet six inches (11' 6") wide and consist of a two feet (2') wide grass utility strip, five feet (5') wide sidewalk, and a two feet (2') wide grass area on the outside of the sidewalk. The project extends from approximately 400 linear feet east of Regency Center Drive and extends to Cascade Road. The beginning of the project will meet the City of Atlanta's recent sidewalk project and will extend to the existing sidewalks on Cascade Road. At Cascade Road, the proposed sidewalks will extend at minimum to the end of the radii and will include new handicap accessible (ADA) ramps. At certain points along the alignment, existing retaining walls will be maintained and utilized. In at least one of these areas, an existing brick faced retaining wall will be used and the proposed sidewalk will be cast against the front face of the wall. In other places, new retaining walls will be required and will match the appearance of the new walls used on the City of Atlanta project.



will be adjusted to meet the proposed sidewalk grades. If absolutely necessary, fire hydrants can be relocated by extending the nipple between the main and the hydrant. Water meters will be relocated behind the proposed sidewalk rather than adjusted to grade within the walkway.



FULTON COUNTY
 FACILITIES AND TRANSPORTATION
 SERVICES DEPARTMENT
MAINLINE PLAN
 SIDEWALK IMPROVEMENTS
 DANFORTH ROAD

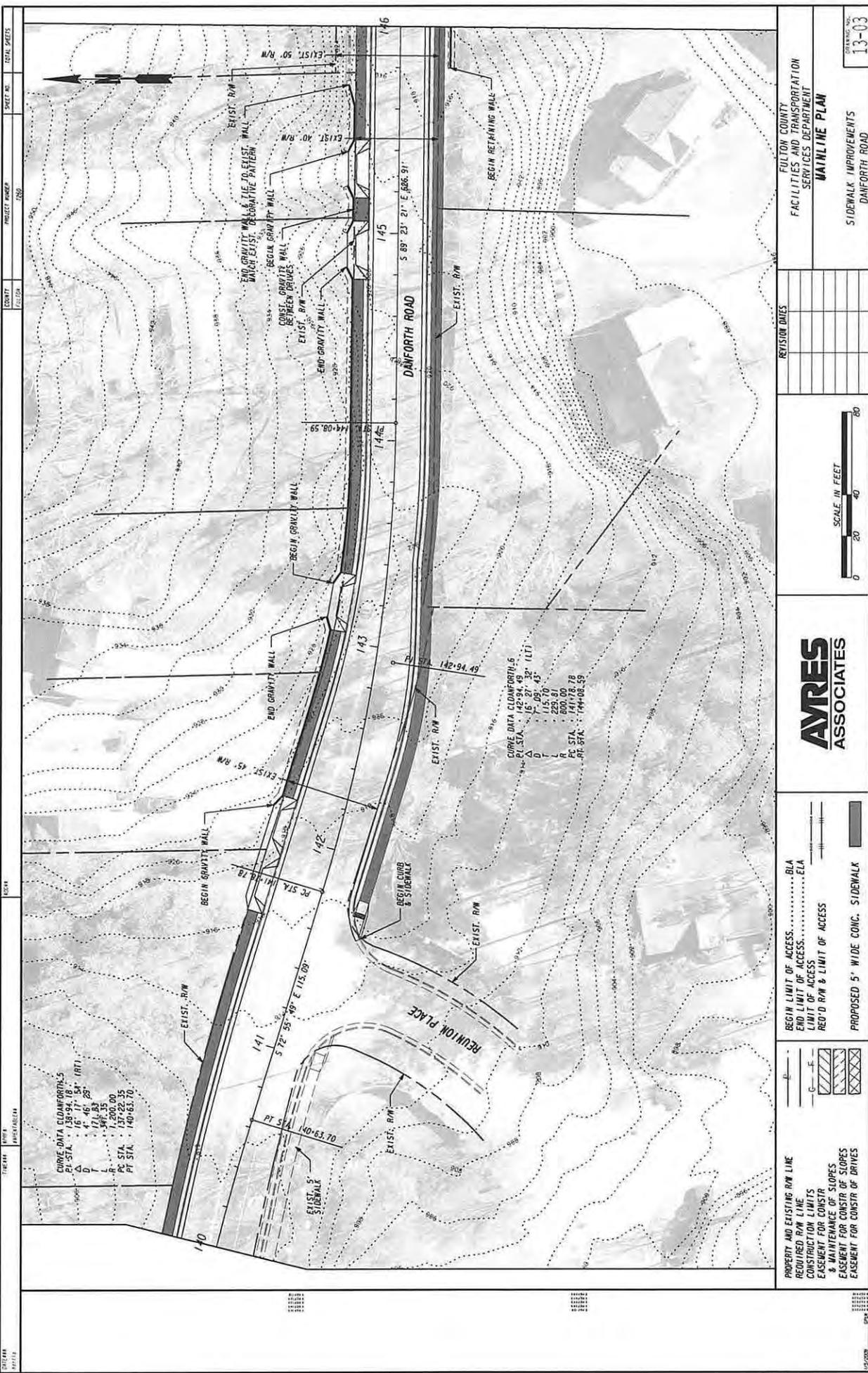
REVISION DATES

SCALE IN FEET
 0 20 40 80

AYRES ASSOCIATES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS.....LA
 RED'D R/W & LIMIT OF ACCESS.....LR
 PROPOSED 5' WIDE CONC. SIDEWALK

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES



13-03

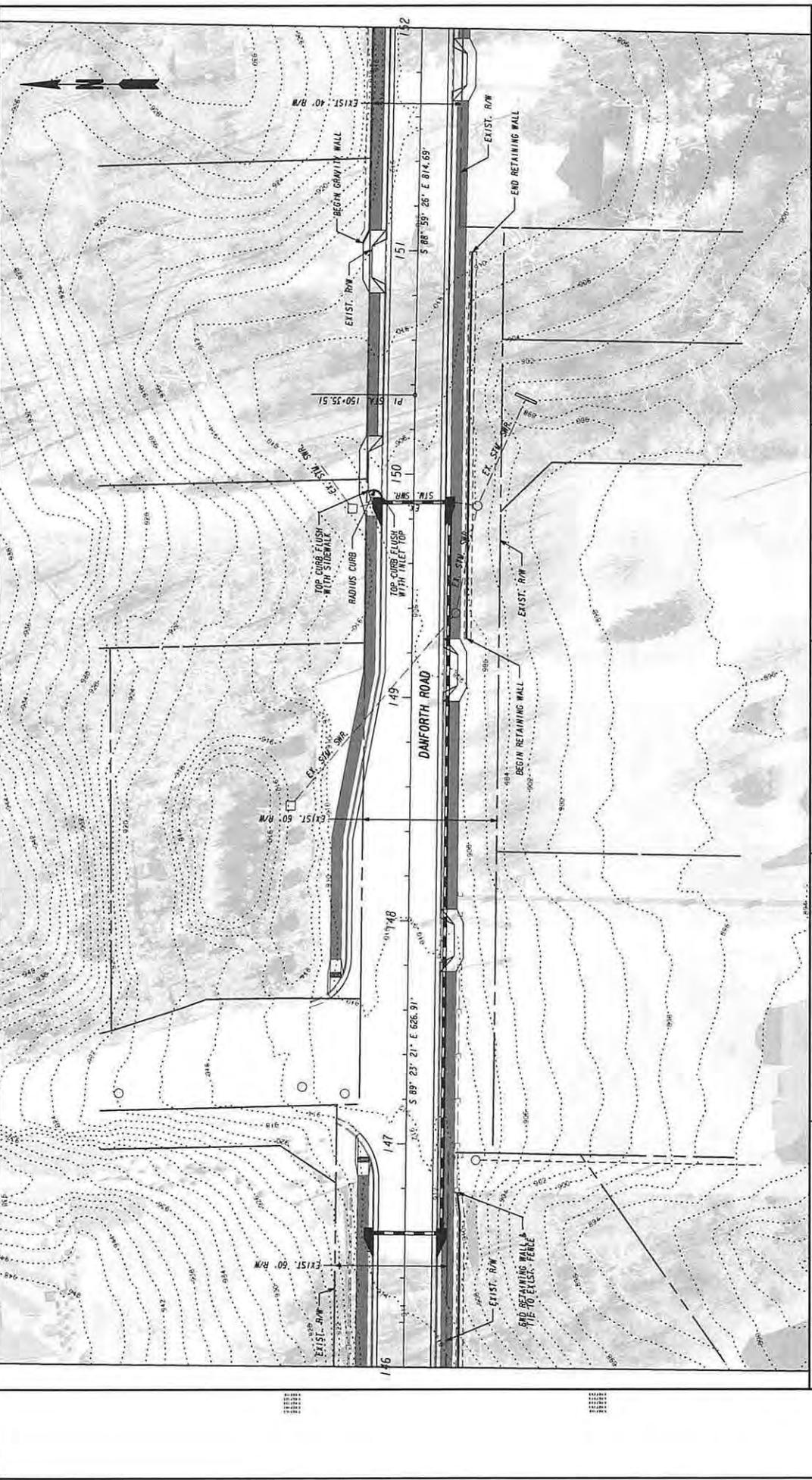
SCALE IN FEET
0 20 40 80

AVRES ASSOCIATES

BEGIN LIMIT OF ACCESS
 END LIMIT OF ACCESS
 LIMIT OF ACCESS
 RED'D ROW & LIMIT OF ACCESS
 PROPOSED 5' WIDE CONC. SIDEWALK

PROPERTY AND EXISTING ROW LINE
 REQUIRED ROW LINE
 CONSTRUCTION ROW LIMITS
 EASEMENT FOR CONSTRUCTION ROWS
 EASEMENT FOR CONSTRUCTION ROWS
 EASEMENT FOR CONSTRUCTION ROWS

FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
MAINLINE PLAN
 SIDEWALK IMPROVEMENTS
 DANFORTH ROAD

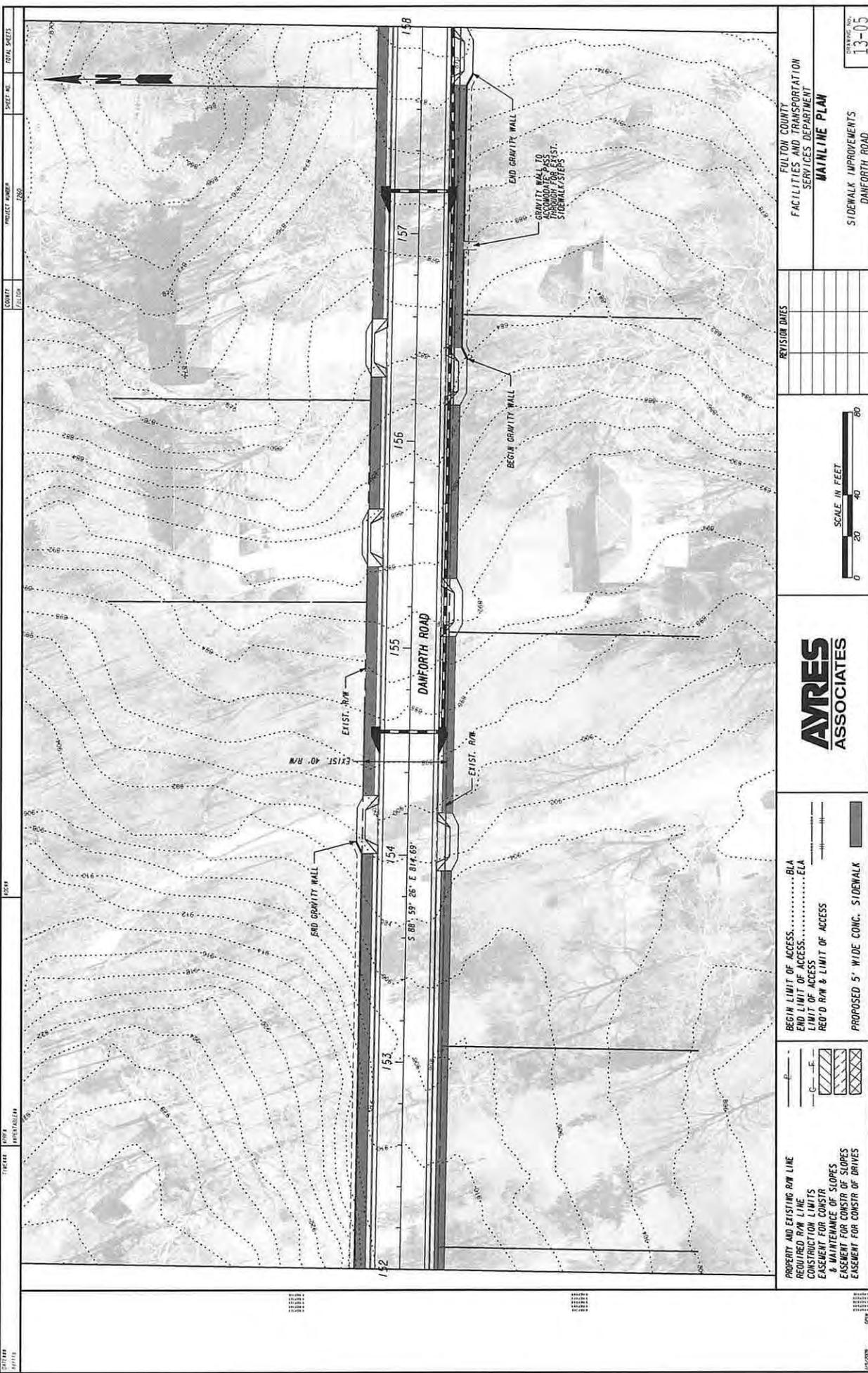


AVRES ASSOCIATES
 FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
MAINLINE PLAN
 SIDEWALK IMPROVEMENTS DANFORTH ROAD

REVISION DATES
 SCALE IN FEET
 0 20 40 80
 DRAWING NO. 13-04

PROPERTY AND EXISTING ROW LINE
 REQUIRED ROW LINE
 CONSTRUCTION ROW LINE
 EASEMENT FOR CONSTR. & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR. OF BRIDGES

BEGIN LIMIT OF ACCESS.....DLA
 END LIMIT OF ACCESS.....DLA
 LIMIT OF ACCESS
 RED'D ROW & LIMIT OF ACCESS
 PROPOSED 5' WIDE CONC. SIDEWALK



COUNTY: FULTON
 PROJECT NUMBER: 1580
 SHEET NO.: TOTAL SHEETS: 13-05
 DATE: 10/11/11

AYRES ASSOCIATES
 FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
MAINLINE PLAN
 SIDEWALK IMPROVEMENTS DANFORTH ROAD

REVISION DATES:

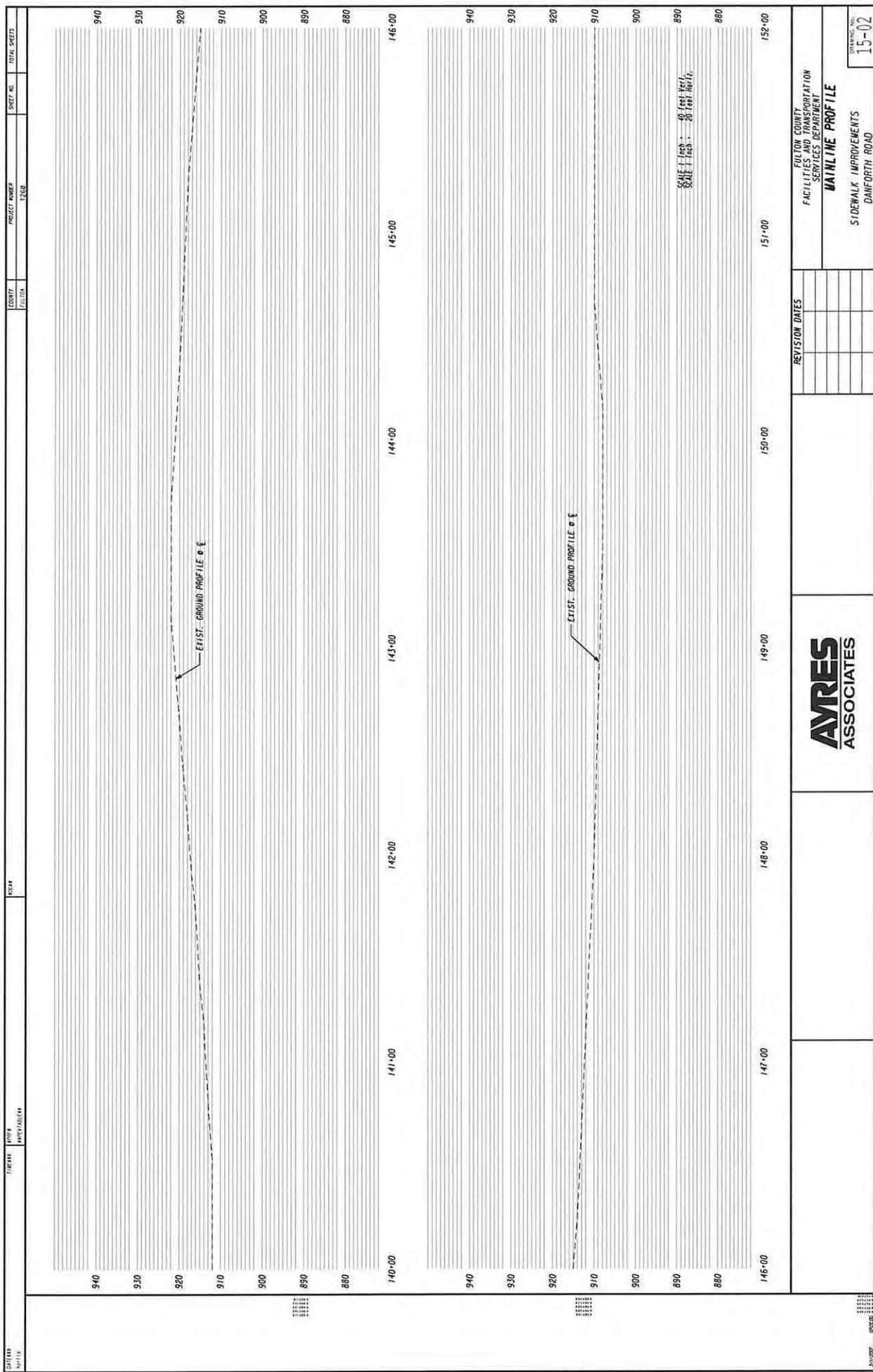
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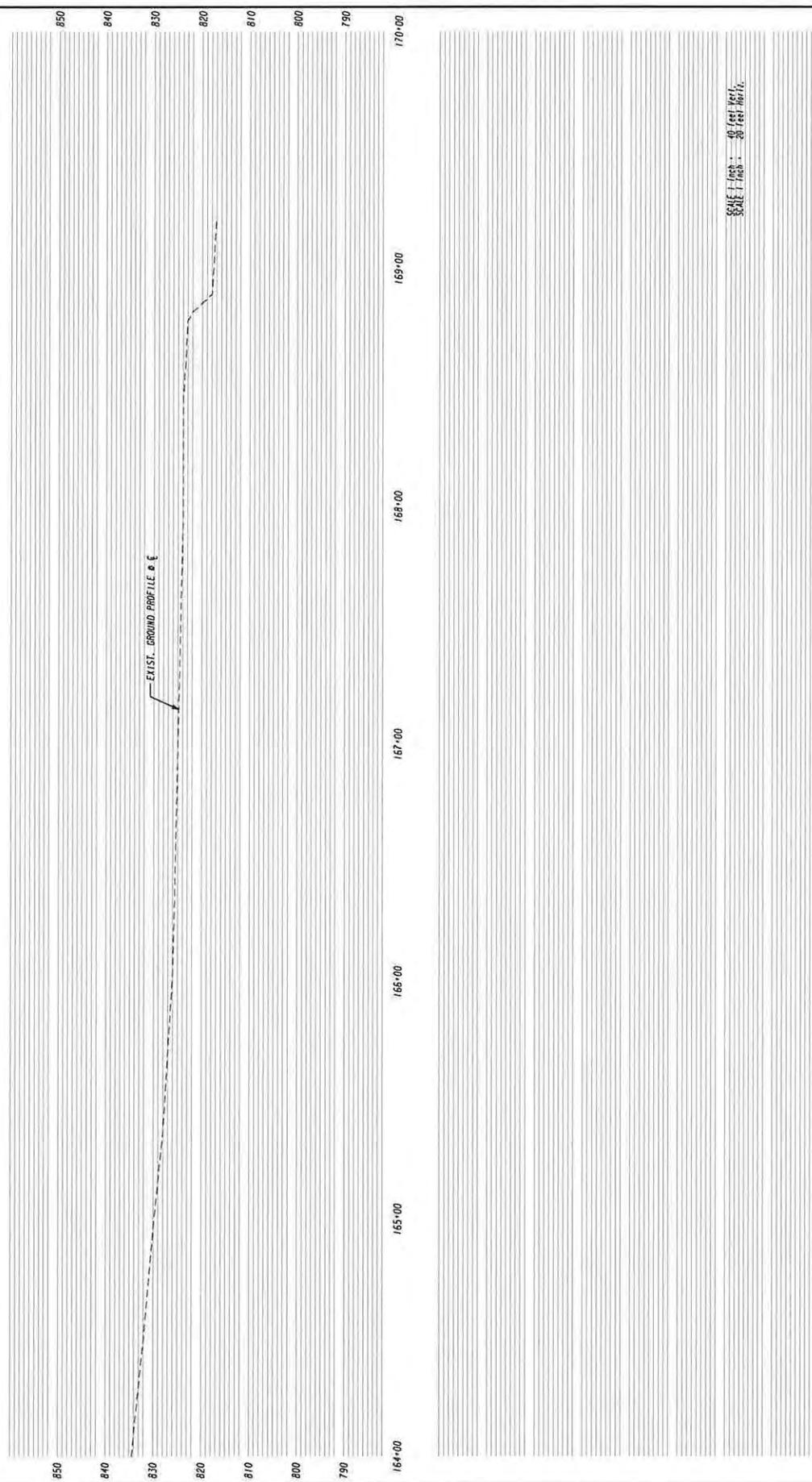
LEGEND:
 PROPERTY AND EXISTING R/W LINE: ———
 REQUIRED R/W LINE: - - - - -
 CONSTRUCTION LIMITS: [Hatched Box]
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES: [Cross-hatched Box]
 EASEMENT FOR CONSTR OF DRIVES: [Diagonal-hatched Box]

BEGIN LIMIT OF ACCESS:BLA
 END LIMIT OF ACCESS:ELA
 LIMIT OF ACCESS: [Dashed Line]
 RED'D R/W & LIMIT OF ACCESS: [Dotted Line]
 PROPOSED 5' WIDE CONC. SIDEWALK: [Thick Solid Line]



AVRES ASSOCIATES	FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT MAINLINE PLAN SIDEWALK IMPROVEMENTS DANFORTH ROAD	REVISION DATES
		SCALE IN FEET 0 20 40 80
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS END LIMIT OF ACCESS LIMIT OF ACCESS RED'D R/W & LIMIT OF ACCESS PROPOSED 5' WIDE CONC. SIDEWALK	LEGEND --- BLA - - - - - ELA --- --- --- ---

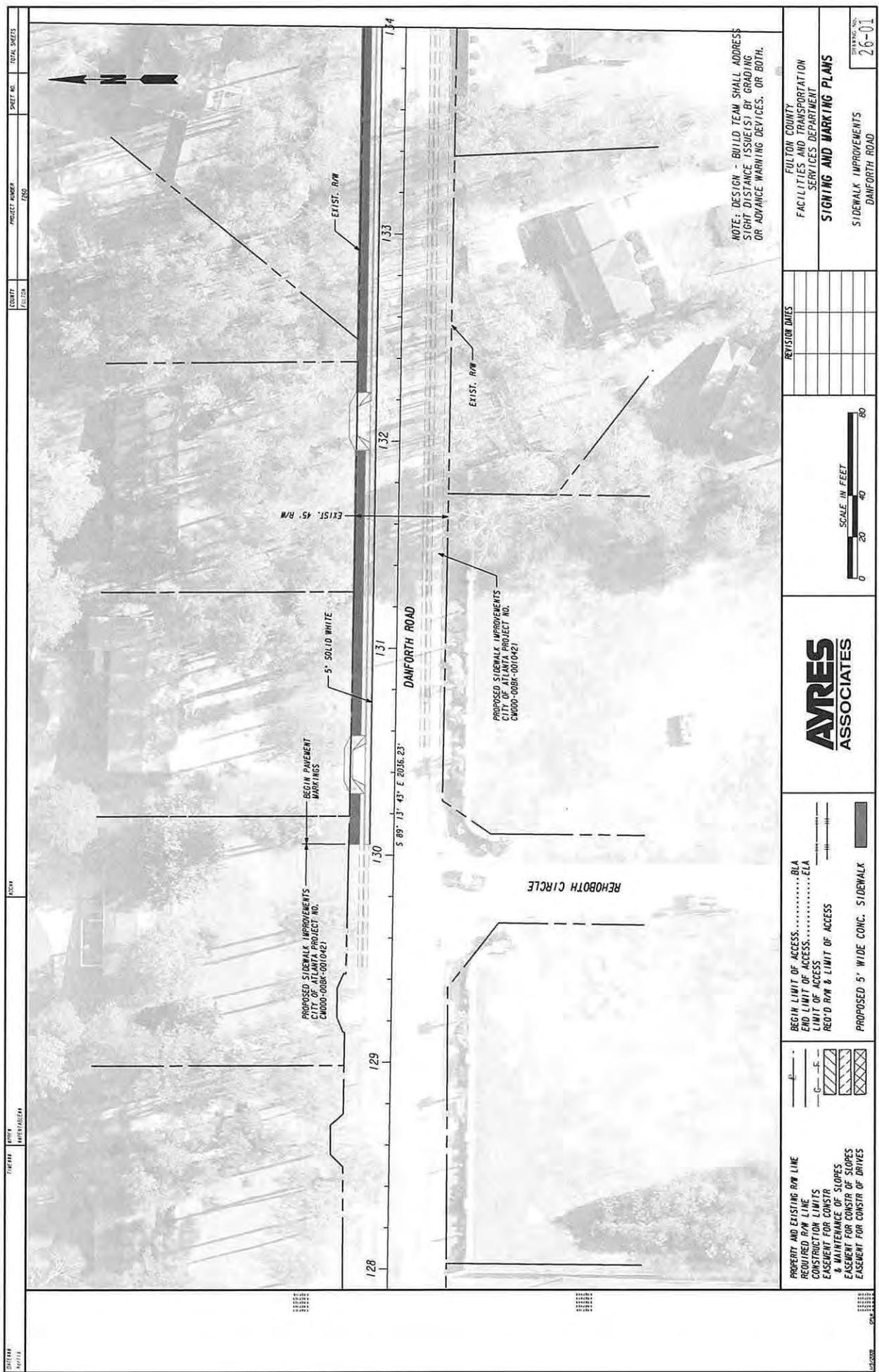




SCALE: 1" = 40' VERT.
 1" = 40' HORIZ.

AYRES ASSOCIATES	REVISION DATES	FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
	MAINLINE PROFILE	SIDEWALK IMPROVEMENTS DANFORTH ROAD

DRAWING NO. **15-04**



COUNTY: FULTON
 PROJECT NUMBER: 7850
 SHEET NO.:
 TOTAL SHEETS:

CITY OF ATLANTA
 PROJECT NO. C000-008F-0010421
 CITY OF ATLANTA PROJECT NO. C000-008F-0010421

DANFORTH ROAD
 REHOBOTH CIRCLE
 S 89° 13' 43" E 2036.23'
 EXIST. 45' RW
 5" SOLID WHITE
 BEGIN PAVEMENT MARKINGS
 PROPOSED SIDEWALK IMPROVEMENTS
 CITY OF ATLANTA PROJECT NO. C000-008F-0010421
 PROPOSED SIDEWALK IMPROVEMENTS
 CITY OF ATLANTA PROJECT NO. C000-008F-0010421
 EXIST. RW

128 129 130 131 132 133 134

NOTE: DESIGN - BUILD TEAM SHALL ADDRESS
 SIGHT DISTANCE ISSUES BY GRADING
 OR ADVANCE WARNING DEVICES, OR BOTH.

FULTON COUNTY
 FACILITIES AND TRANSPORTATION
 SERVICES DEPARTMENT
SIGNING AND MARKING PLANS
 SIDEWALK IMPROVEMENTS
 DANFORTH ROAD

REVISION DATES

SCALE IN FEET
 0 20 40 80

AYRES ASSOCIATES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS
 RED'D RW & LIMIT OF ACCESS
 PROPOSED 5' WIDE CONC. SIDEWALK

PROPERTY AND EXISTING ROW LINE
 ACQUIRED ROW LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR.
 EASEMENT FOR CONSTR. OF SLOPES
 EASEMENT FOR CONSTR. OF DRYES

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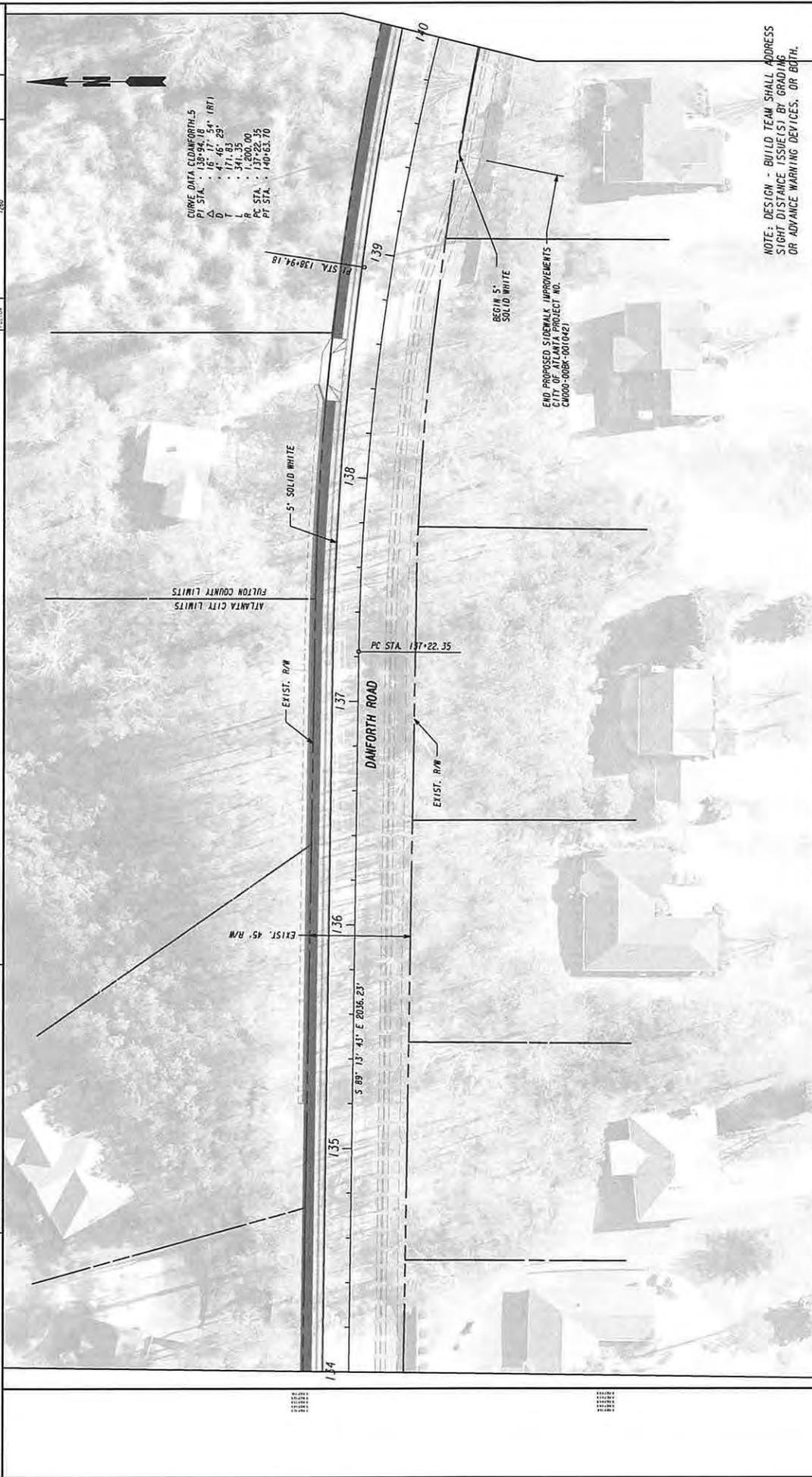
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NOTE: DESIGN - BUILD TEAM SHALL ADDRESS SIGHT DISTANCE ISSUES BY GRADING OR ADVANCE WARNING DEVICES, OR BOTH.

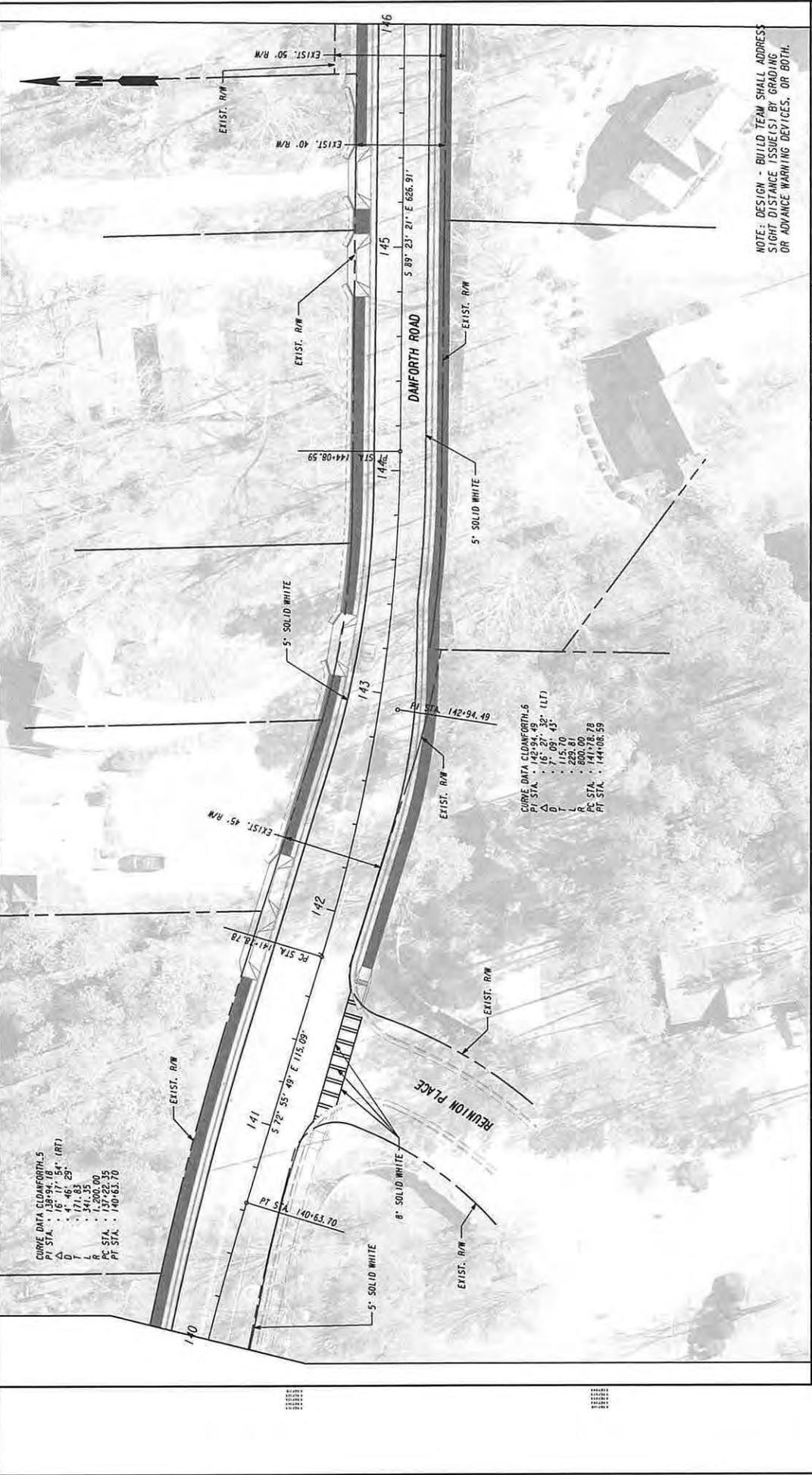
FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
SIGNING AND MARKING PLANS
 SIDEWALK IMPROVEMENTS DANFORTH ROAD

SCALE IN FEET: 0, 20, 40, 80

AYRES ASSOCIATES

LEGEND:
 PROPERTY AND EXISTING ROW LINE: ————
 REQUIRED ROW LINE: ————
 CONSTRUCTION LIMITS: ————
 EASEMENT FOR CONSTR: ————
 EASEMENT FOR CONSTR OF SLOPES: ————
 EASEMENT FOR CONSTR OF DRYES: ————
 BEGIN LIMIT OF ACCESS:BLA
 END LIMIT OF ACCESS:ELA
 LIMIT OF ACCESS: ————
 RED'D ROW & LIMIT OF ACCESS: ————
 PROPOSED 5' WIDE CONC. SIDEWALK: ■■■■

REVISION DATES:



NOTE: DESIGN - BUILD TEAM SHALL ADDRESS
 SIGHT DISTANCE ISSUE(S) BY GRADING
 OR ADVANCE WARNING DEVICES, OR BOTH.

AVRES ASSOCIATES
 FULTON COUNTY
 FACILITIES AND TRANSPORTATION
 SERVICES DEPARTMENT
SIGNING AND MARKING PLANS
 SIDEWALK IMPROVEMENTS
 DANFORTH ROAD

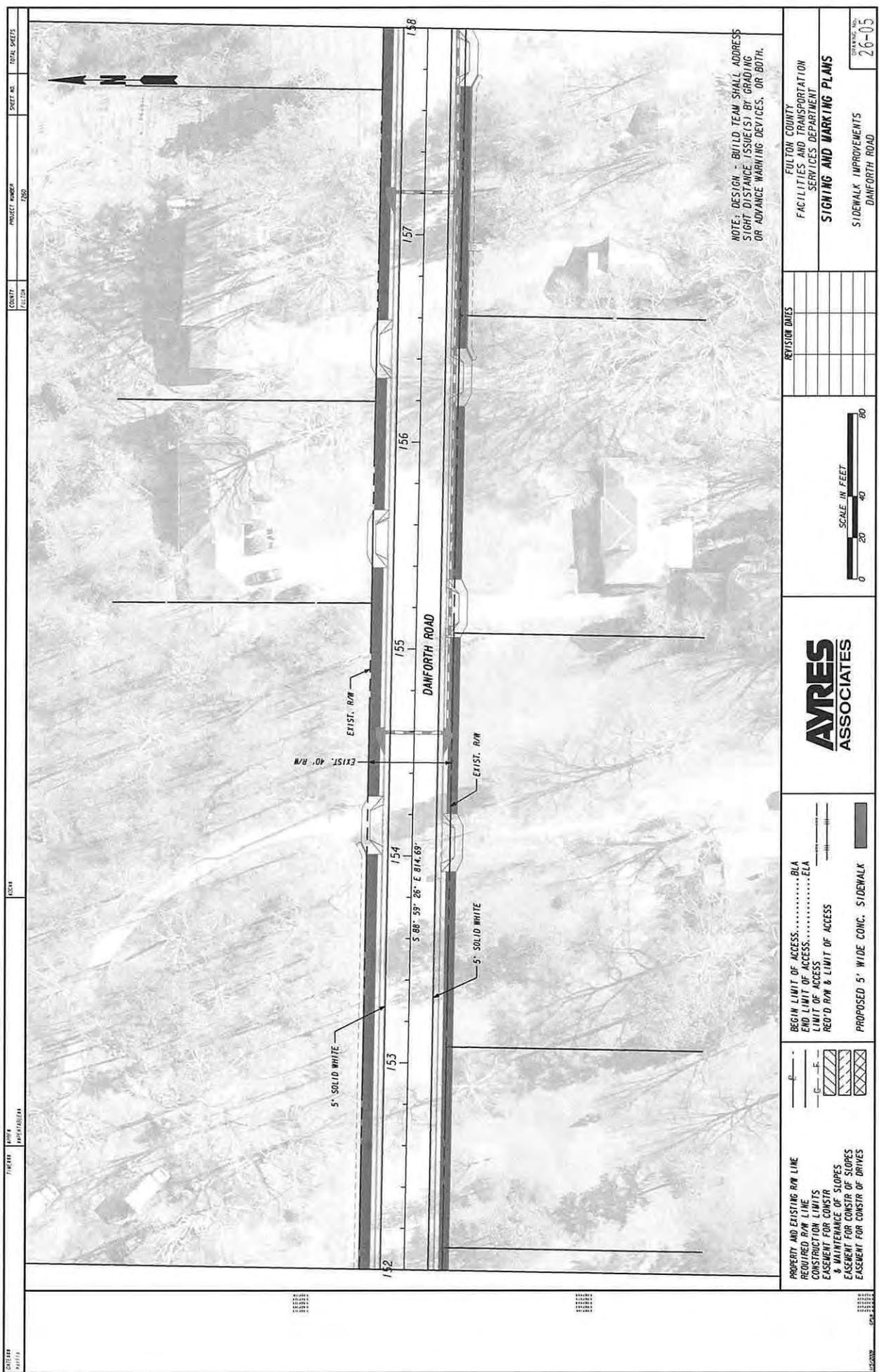
SCALE IN FEET
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REVISOR DATES

PROPERTY AND EXISTING R/W LINE
 RECONSTRUCTED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
 END LIMIT OF ACCESS.....ELA
 LIMIT OF ACCESS
 RED'D R/W & LIMIT OF ACCESS
 PROPOSED 5' WIDE CONC. SIDEWALK

DATE: 20-03



NOTE: DESIGN - BUILD TEAM SHALL ADDRESS SIGHT DISTANCE ISSUES BY GRADING OR ADVANCE WARNING DEVICES, OR BOTH.

FULTON COUNTY
 FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
SIGHTING AND MARKING PLANS
 SIDEWALK IMPROVEMENTS
 DANFORTH ROAD

DATE: 06-26-05

REVISION DATES



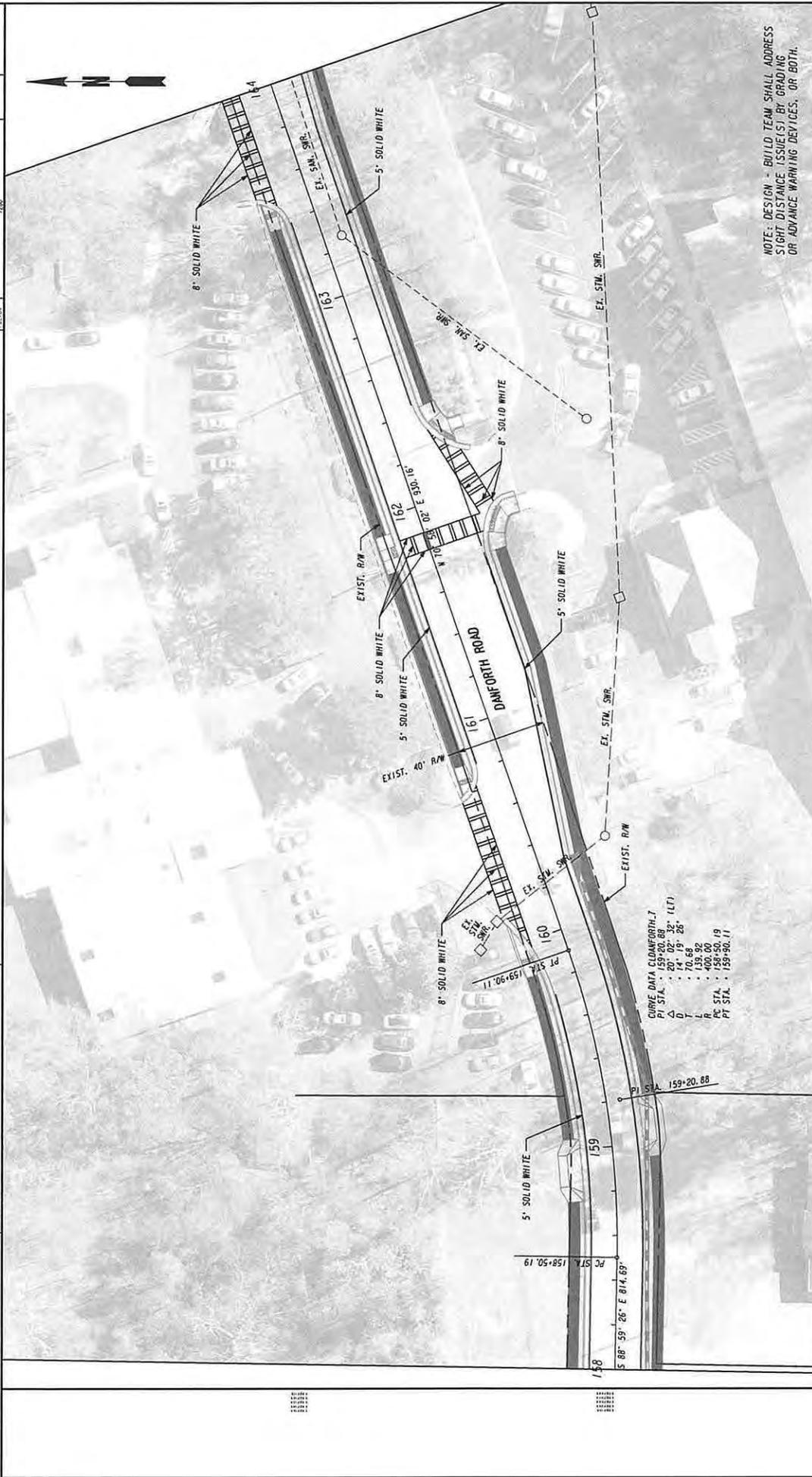
AYRES ASSOCIATES

.....BLA	BEGIN LIMIT OF ACCESS
.....ELA	END LIMIT OF ACCESS
---	LIMIT OF ACCESS
---	RED'D ROW & LIMIT OF ACCESS
█	PROPOSED 5' WIDE CONC. SIDEWALK

---	PROPERTY AND EXISTING ROW LINE
---	REQUIRED ROW LINE
---	CONSTRUCTION LIMITS
---	EASEMENT FOR CONSTR. OF SLOPES
---	EASEMENT FOR CONSTR. OF SLOPES
---	EASEMENT FOR CONSTR. OF DRYES

PROJECT NUMBER: 7850
 COUNTY: FULTON
 SHEET NO.: TOTAL SHEETS: 26-05

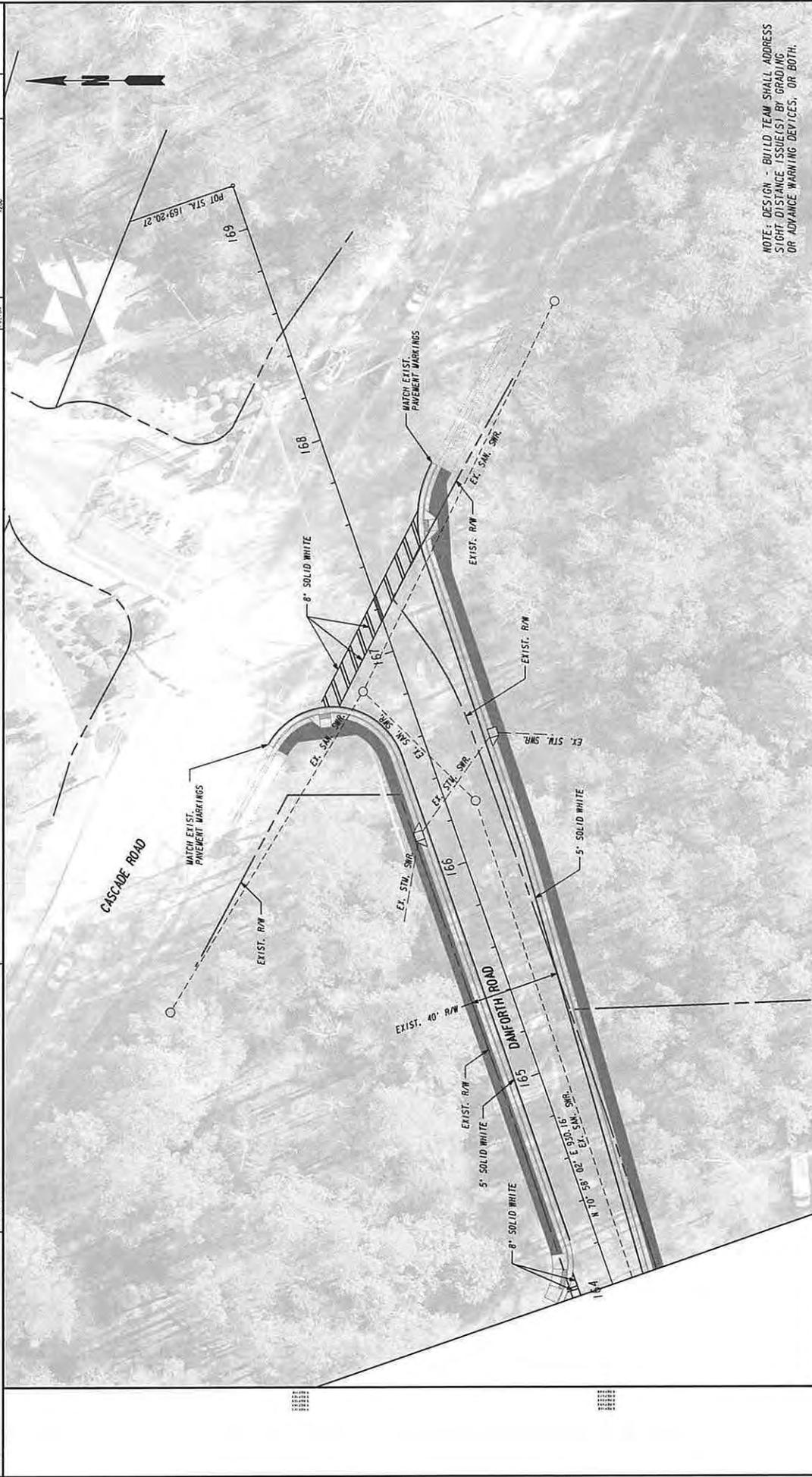
DATE: 06-26-05



NOTE: DESIGN - BUILD TEAM SHALL ADDRESS
 SIGHT DISTANCE ISSUES BY GRADING
 OR ADVANCE WARNING DEVICES, OR BOTH.

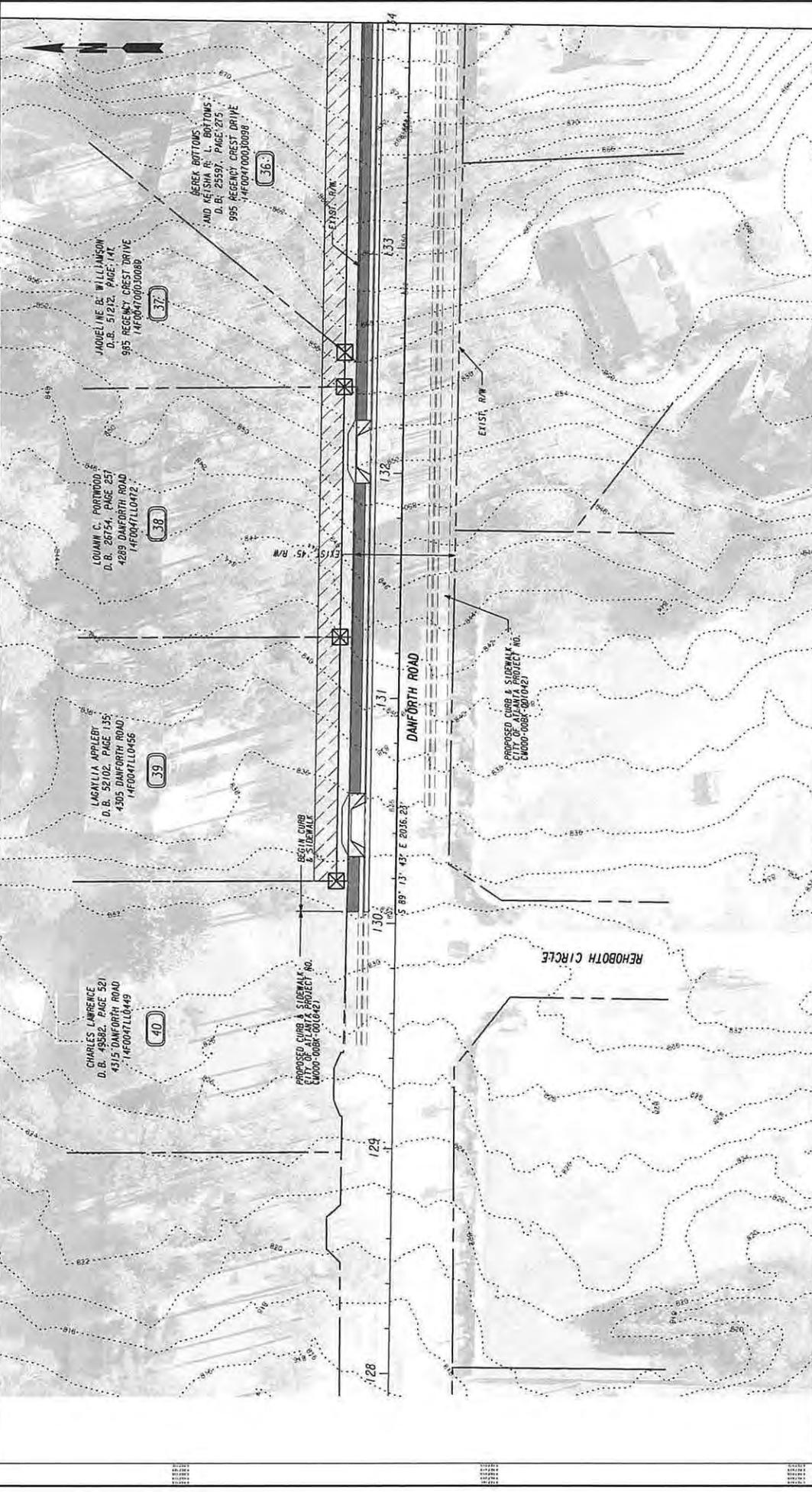
AVRES ASSOCIATES	REVISION DATES	FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
	SCALE IN FEET 0 20 40 80	SIGNING AND MARKING PLANS SIDEWALK IMPROVEMENTS DANFORTH ROAD
PROPERTY AND EXISTING ROW LINE ACQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR. EASEMENT FOR CONSTR. OF SLOPES EASEMENT FOR CONSTR. OF DRYES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS.....ELA RED'D ROW & LIMIT OF ACCESS PROPOSED 5' WIDE CONC. SIDEWALK	DRAWING NO. 26-06

CURVE DATA DANFORTH-7
 CA STA. : 20+00.32' (LIP)
 D : 14' 19" 26"
 T : 70.68'
 L : 100.00'
 R : 158+50.19
 PC STA. : 159+20.88
 PT STA. : 159+20.11



NOTE: DESIGN - BUILD TEAM SHALL ADDRESS
 SIGHT DISTANCE (ISSUES) BY GRADING
 OR ADVANCE WARNING DEVICES, OR BOTH.

AVRES ASSOCIATES	REVISION DATES	FULTON COUNTY FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT
	SCALE IN FEET 0 20 40 80	SIGHTING AND MARKING PLANS SIDEWALK IMPROVEMENTS DANFORTH ROAD
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS RED'D R/W & LIMIT OF ACCESS PROPOSED 5' WIDE CONC. SIDEWALK	DRAWING NO. 26-07



DATE	REVISIONS	DATE	REVISIONS

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR. & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR. OF DRAVES

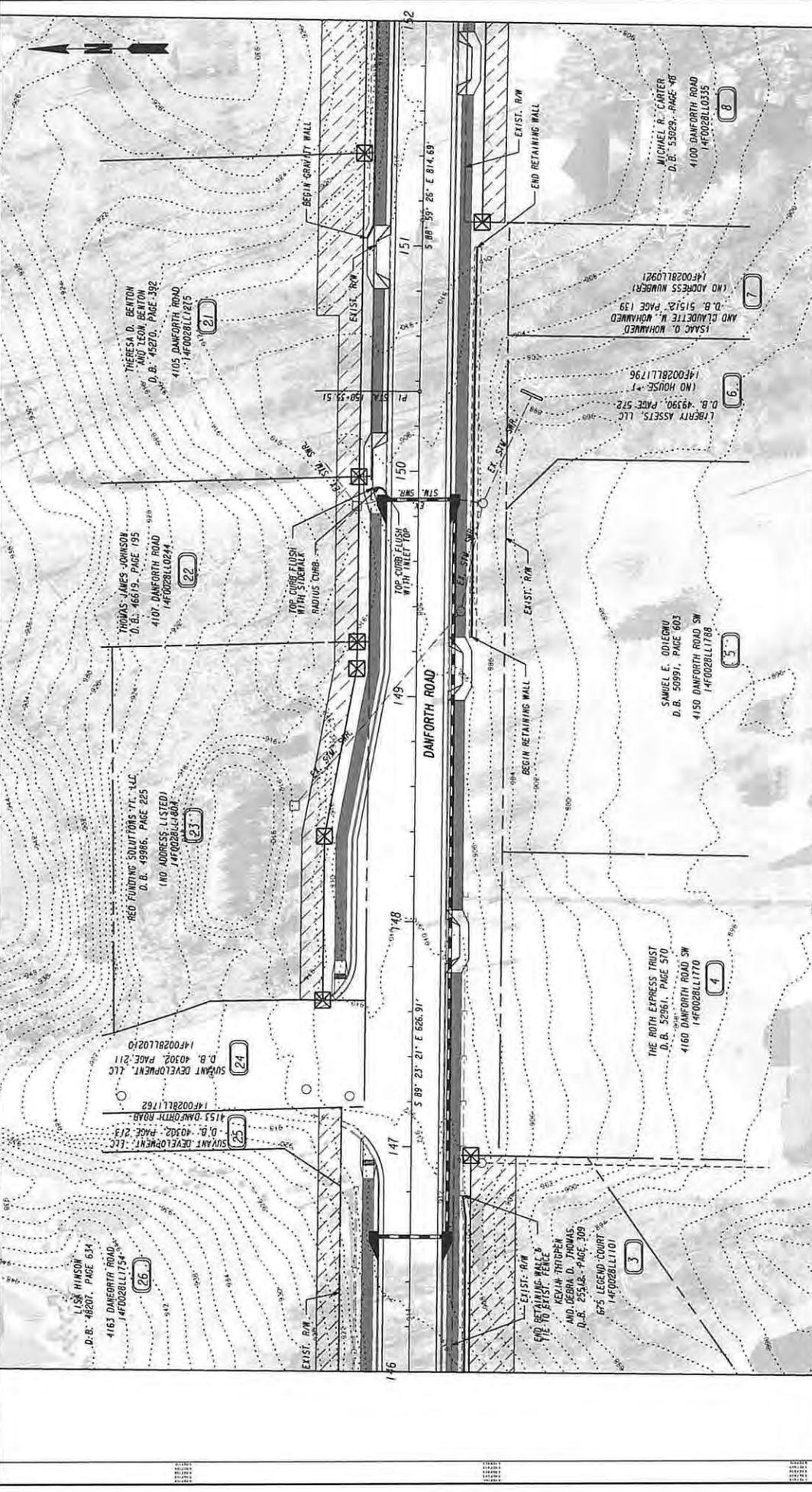
BEGIN LIMIT OF ACCESS
 END LIMIT OF ACCESS
 LIMIT OF ACCESS
 REQ'D R/W & LIMIT OF ACCESS

BIA
 ELA

SCALE IN FEET
 0 20 40 80

AVRES ASSOCIATES
LAI ENGINEERING

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT: I-260
 COUNTY: FULTON
 LAND LOT NO.:
 LAND DISTRICT:
 GDD
 DATE: SH 1 OF 7



AVRES ASSOCIATES
LAI ENGINEERING

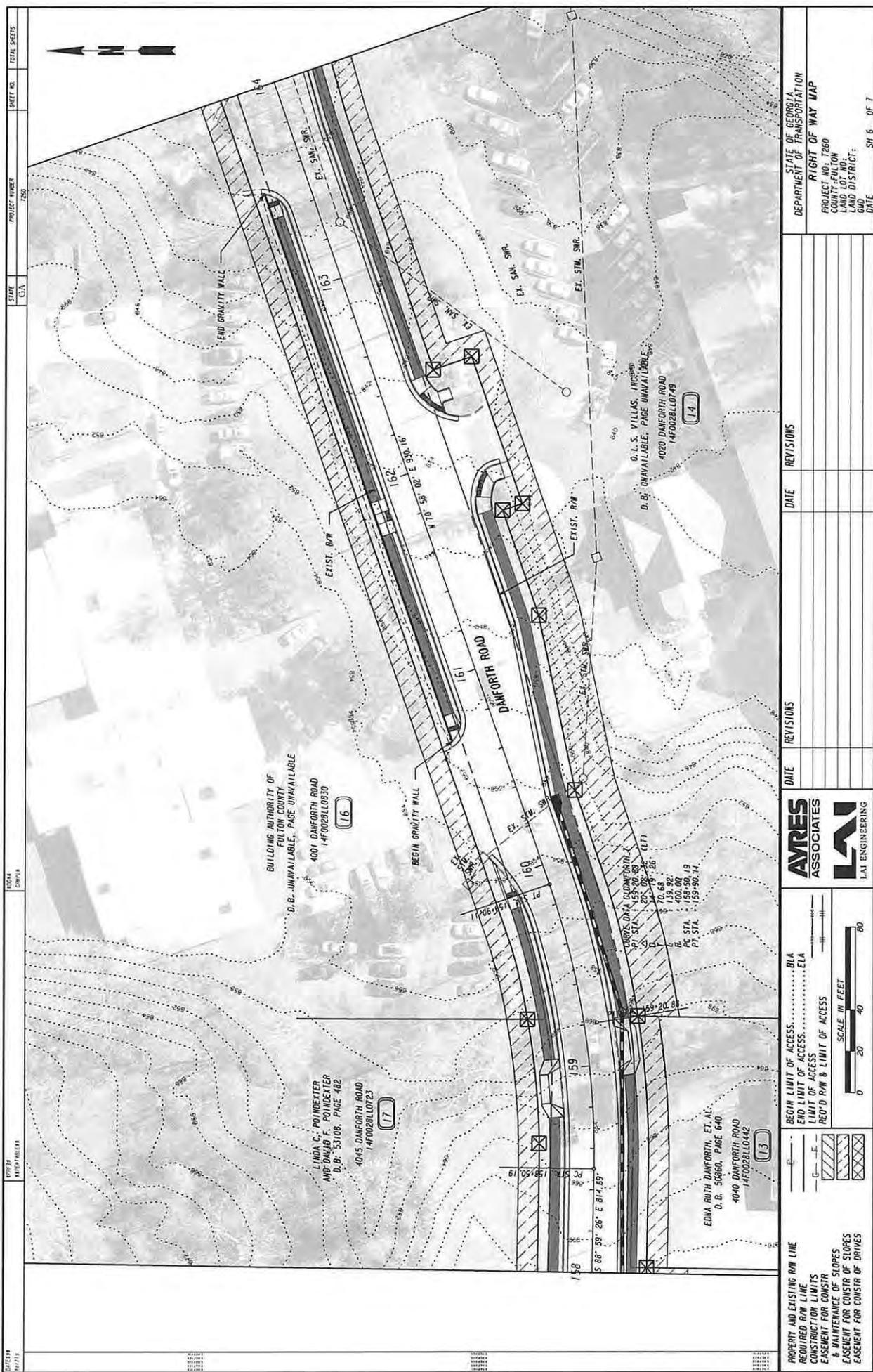
RIGHT OF WAY MAP

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 PROJECT NO. 7250
 COUNTY: FULTON
 LAND LOT NO.:
 LAND DISTRICT:
 AND DATE: SH 4 OF 7

DATE	REVISIONS

BEGIN LIMIT OF ACCESS B/A
 END LIMIT OF ACCESS E/A
 LIMIT OF ACCESS
 RED'D R/W & LIMIT OF ACCESS
 SCALE IN FEET: 0, 20, 40, 80

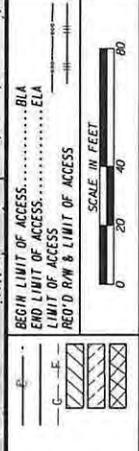
PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR. CLOSURE
 EASEMENT FOR CONSTR. OF SLOPES
 EASEMENT FOR CONSTR. OF DRAINAGE



DATE: 12/17/18	PROJECT NUMBER: 7580	SHEET NO.:	TOTAL SHEETS:
STATE: GA	PROJECT NUMBER: 7580	SHEET NO.:	TOTAL SHEETS:



PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR.
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF DRAVES
 EASEMENT FOR CONSTR OF DRAVES



AVRES ASSOCIATES
LAI ENGINEERING

DATE	REVISIONS

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. T260
 COUNTY: FULTON
 LAND LOT NO.:
 LAND DISTRICT:
 DATE: SH 6 OF 7

