



FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFPPROVPRK-B**

PROVIDENCE PARK REMEDIATION PROJECT – PHASE

For

Department of Environment and Community Development

RFP DUE TIME AND DATE: 11:00 A.M. September 27, 2005
PURCHASING CONTACT: Charlie Crockett at (404) 730-5807
E-MAIL: charlie.crockett@co.fulton.ga.us

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

PRE-PROPOSAL CONFERENCE/SITE TOUR: 11:00 A.M. September 8, 2005

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is intending to provide a planning, project management, and professional services contract for environmental remediation at Providence Park that will allow the park to be reopened to citizens and visitors. The park was closed in January 2004 due to the discovery of improperly discarded materials classified as hazardous wastes by the County and the Georgia Environmental Protection Division (EPD). The County is proceeding with remediation at the direction of EPD for the protection of public health, safety and welfare.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Providence Park Remediation Project-Phase 1. The scope of work for the project includes excavation and disposal of contaminated soil, confirmation soil sampling to verify removal to background concentrations, backfill/compaction/grading of excavated area, sampling/analysis of existing groundwater wells, installation of additional groundwater monitoring wells, preparation of a soil excavation and groundwater sampling report, presentation of remediation plans/status at public meetings and preparation of a groundwater corrective action plan. Additionally, removal of dead trees (fallen and standing) around the site is included in the work.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the Providence Park Remediation Project-Phase 1 to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

The site, known as Providence Park, is a unit of the Fulton County Department of Parks & Recreation located at 13440 Providence Park Drive. The site consists of approximately 45 acres and is located in north Fulton County, approximately 2.5 miles north of the City of Alpharetta. The park entrance is located off Providence Road, approximately 1.25 miles to north of the intersection with Mayfield Road. The property has been utilized as a park since 1971. Prior to 1971, the property was utilized as a Fulton County road aggregate quarry and maintenance facility. The park consists of one main lodge building, a rock climbing course, a high rope course, a network of walking trails, a small amphitheatre, and a fishing lake (Lake

Providence). The lake was reportedly constructed around 1970 as a watershed. An open quarry remains at the park and is utilized as the rock climbing area. An area along the extreme southeastern portion of the lake also appears to have been formerly used a quarry based on aerial photographs. A small stream originates in the bottom of the open quarry, and subsequently intersects a second stream, ultimately forming the lake. The streams form the eastern boundary of the park. The two small tributaries combine to form Sandy Creek. The lake forms the northern boundary of the park. The park is bounded to the south and west by privately owned land that is primarily wooded with scattered residences.

The subject site has been utilized as part of the Fulton County Department of Parks & Recreation since 1971. The most common utilization of the property consists of nearby residents using the walking trails at the site. Summer camps and other youth activities at the property utilize the rock climbing facility and high ropes courses. The rock climbing facility is located in the quarry pit, which is to the south of the area of investigation. The high ropes course is located well to the south of the area of investigation along the park entrance road. A portion of Lake Providence is also maintained as part of the subject facility. Private property owners own the lakefront on the north side of the lake, as well as a substantial portion on the southwestern side as well. A fishing dock is located on the park property, well to the west of the area of investigation. The lake is reportedly utilized for fishing and canoeing activities by local property owners and park visitors. An amphitheatre is also located on the park property well to the south-southeast of the area of investigation. Surrounding properties consist primarily of wooded acreage with scattered residences. A subdivision is located to the east of the park. A cellular tower is located immediately adjacent to the park entrance on the property to the south.

1.3 BACKGROUND

In 2003, Fulton County Government contracted services to remove several drums which had been discovered in condensed localized areas within Providence Park's property area. The exact contents of the drums and containers were unknown. It is believed that solvents, paints, epoxies, petroleum products, herbicides and pesticides were disposed of at the park at some point in the past. The dumping of auto parts and other "household" type garbage is also believed to have contributed to the impact to soil and groundwater. A Compliance Status Investigation to address the source and extent of contamination in soil, groundwater and surface water with respect to Georgia Hazardous Site Response Act (HSRA) risk reduction standards (RRS) was performed. Investigation activities included an electro-magnetic (EM) survey to aid in determining source areas not readily visible or beneath the surface, delineation activities, surface water and sediment sampling, structural analysis, a

receptor survey, an ecological risk assessment, and preparation of a compliance status report (CSR). Concentrations of RCRA metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, herbicides, and poly-chlorinated biphenyls (PCBs) were detected in soil and groundwater at the site. Soil and groundwater delineation activities in accordance with Type 2 RRS were performed, however, the horizontal and vertical extent of the contaminants in soil and groundwater have not been completely delineated to background concentrations. Details of the CSI are described in the CSR, dated October 27, 2004. The CSR will be available for review by bidders during this solicitation. Providence Park is listed in the Georgia Hazardous Site Inventory (HSI # 10773).

In February 2005, the Georgia Department of Natural Resources, Environmental Protection Division (EPD) completed its review of the CSR and approved contaminated soil excavation and additional groundwater monitoring/delineation tasks. These corrective actions will be completed under the Providence Park Remediation Project-Phase 1 and will allow the park to reopen.

1.4 OBTAINING THE RFP

This document can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.5 PRE-PROPOSAL CONFERENCE/SITE TOUR

The County will hold a mandatory Pre-Proposal Conference and Site Tour, on September 8, 2005 at 11:00 A.M. at the Providence Park project site. Attendance at the Pre-Proposal Conference/Site Tour is required for responding to this RFP. The purpose of the Pre-Proposal Conference/Site Tour is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.6 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before September 27, 2005 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 Purchasing Department. The proposal due date can be changed only by addendum.

1.7 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned unopened to the Proposer.. 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.

1.8 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Charlie Crockett, Assistant Purchasing Agent, 130 Peachtree Street, S.W. Suite 1168, Atlanta, GA 30303, email address: charlie.crockett@co.fulton.ga.us.** 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.

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.

County – Fulton County Government and its authorized representatives.

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

Owner – Fulton County Government

Scope of 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.

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.

- 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 received after **September 14, 2005 at 5:00 PM**, 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: Mr. Charlie Crockett
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: charlie.crockett@co.fulton.ga.us**

F: 404-893-1737 or 404-893-1744

RE: RFP # 05RFPPROVPRK-B

Providence Park Remediation Project – Phase I

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

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 distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. 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 by submitting an executed acknowledgment form included as Technical Proposal Form 2. 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 initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission.

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda

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- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
 - Insurance and Risk Management Provisions
 - Contract Compliance Forms
 - 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
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

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 a selection committee composed of three/two members from the Department of Environment and Community Development and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.0 of this RFP. The committee may request oral interviews and/or site visits.

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 considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.10 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 certified public accountant (CPA); verification of availability of personnel; and past performance records.

2.11 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.

2.12 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7.0 of this RFP.

2.14 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 1.8 in writing at the following address: Fulton County Purchasing Department, 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.

2.15 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 may only contact the person designated by the RFP.

2.16 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.

2.17 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.
- 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.

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- 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.

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- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.18 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.

2.19 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.

2.20 WAGE CLAUSE

Pursuant to 102-391, 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.

2.21 REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If

specific conditions or instructions in the text of the RFP conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Attn: Charlie Crockett
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

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9. 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 Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. 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.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror 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.
15. The successful Offeror 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 vendor and not the County is

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- responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
 19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.

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24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
 25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. 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.
 26. 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.
 27. 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.
 28. 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
 29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
 30. 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.
 - 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.

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- 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.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5.0. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

**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 September 27, 2005 at 11:00 A.M. and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 05RFPPROVPRK-B
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 executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. 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 Price 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 # 05RFPPROVPRK-B
Providence Park Remediation Project – Phase I
Technical Proposal
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. 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

The Contractor shall furnish and provide all material, labor, supervision, tools, apparatus, conveyances, equipment, and incidentals required for accomplishing the work covered by the contract. The Contractor must have adequate labor and equipment to perform all work activities. All equipment provided by Contractor shall in good working condition. The Contractor must have financial means to meet obligations incidental to the work.

The scope of work to be performed by the Contractor consists of the work described below and, more specifically, as shown on the figures and described in the technical specifications. Section 9.0-Exhibits, contains figures of the project area. Technical specifications are located in Section 10.0-Appendices. Quantities of work are contained in the pricing form(s) located in Section 3.5 below.

1. Mobilization

This item includes the mobilization of all personnel, material, equipment and other items required to perform the work, and establishment of temporary facilities, utilities and controls.

2. Sampling and Analysis of Existing Monitoring Wells

This item is for the collection of groundwater samples from all monitoring wells and analysis for RCRA Metals, VOCs, SVOCs, PCBs, Pesticides, and Herbicides. Depth to groundwater and gauging of the surface water must be obtained during sampling events to create an up-to-date potentiometric surface map to completely delineate groundwater horizontally and vertically to background concentrations as specified in Section 391-3-19-.06(3)(b)(3) of the Rules for Hazardous Site Response.

3. Installation of Additional Groundwater Monitoring Wells

This item includes at a minimum the installation of three additional monitoring wells: a deeper well adjacent to DW-2 and two (2) shallow wells equidistant between MW-9 and MW-10. Existing wells that are removed and/or damaged during contaminated soil excavation shall be replaced. The bidder shall, to the greatest extent possible, protect existing monitoring wells not impacted by excavation. All shallow wells must be screened above the water table. For deep wells, outer casing should go into bedrock, unless there is no groundwater in soil above rock. Generalized well construction diagrams must be provided for each new well.

4. Excavation and Disposal of Contaminated Soil

This item includes all labor, material, equipment and activities required for excavation of contaminated soils exceeding Type 1/2 RRS to the design excavation limits, loading of soil into haul vehicles; provision of dust control; performing decontamination to ensure contaminated soils do not leave the work boundary; transportation of soil to the landfill; dumping the soil at the at the landfill; returning haul vehicles to the site from landfill; construction of stormwater and erosion controls; removal of miscellaneous structures from the excavation area; protection of existing monitoring wells. Excavation beyond the design limits based on the results of confirmatory sampling or, if directed by the County, may be required. However, the Contractor shall make every effort to perform excavation to the design limits in order to remove all contaminated soils including the soil areas requiring delineation specified below in item No. 5:

5. Perform Confirmatory Sampling and Analysis

This item includes the collection of confirmatory grab samples from the base of the excavated area to verify that the risk reduction standards have been met. The confirmation samples will be analyzed for RCRA Metals, VOCs, SVOCs, PCBs, Pesticides, and Herbicides. This item includes soil delineation in the following areas:

VOCs

-East of MW-16

-Vertically at DW-2

-East of MW-15
-East of GP-22 (GP-28)

-South of MW-5 (GP-8)
-West of MW-17

SVOCs

-East of MW-16
-East of MW-15
-East of GP-22(GP-28)
-Southeast of GP-3

-Vertically at DW-2
-West of MW-17
-West of MW-18
-South of MW-5 (GP-8)

-Northeast of HA-7

RCRA Metals

-South of MW-5 (GP-8) -South of GP-27

-East of GP-22 (GP-28) -East of MW-15

PCB, Pesticides, Herbicides

-The site has not been delineated in any direction for any of these regulated constituents

6. Backfill, Compaction and Grading of Excavated Area

This item includes all labor, material, equipment, transportation and activities required for placement and compaction of backfill material of the excavated area to the to the lines and grades existing prior to excavation; provision of dust control; construction of stormwater and erosion controls; protection of monitoring wells; performance of grade checking and a final survey of the completed backfilled area. Excavations shall be backfilled with certified clean borrow material that will be obtained from a local source specified by the County located approximately 10 miles (one-way) from the site.

7. Prepare Soil Excavation and Groundwater Sampling Report

This item includes the submission of a Soil Excavation and Groundwater Sampling Report to the County/EPD within 120 days after completion of the contaminated soil removal. The report must include the following items:

- a. Tables of all soil and groundwater sampling data. The tables should include the date the sample was collected, the depth at which the sample was collected, the method detection limit for the specific constituent, the site-specific background concentration for the constituent, the applicable risk reduction standard, and the resulting concentration. Please denote those sampling points excavated for ease of review.
- b. Analytical results including appropriate QA/QC data;
- c. Pursuant to the Rules for Commercial Environmental Laboratories, a stipulation that the laboratory is approved including the name of accrediting agency, scope of accreditation relevant to the data submitted, accreditation number, effective (or issuing) date of accreditation, and expiration date of accreditation;
- d. A narrative and tabular summary of all pertinent field data including groundwater elevation data, water quality measurements, and PID readings from test pits;
- e. A figure that includes a table at each soil sample location with the soil identification number, the dates each location was sampled, the concentration (and units) of each regulated substance detected in soil (including all historical samples). Please denote those sampling points excavated for ease of review;
- f. Five figures that includes a table at each soil sample location with the soil identification number, the dates each location was sampled, the concentration (and units) of each regulated substance detected in soil (including all historical samples); (1) Metals, (2) Pesticides/PCBs/Herbicides, (3) SVOCs, (4) Chlorinated VOCs, and (5) All other VOCs;
- g. Four (4) figures that includes a table at each groundwater sample location with the groundwater monitoring well identification number, the dates each location was sampled, the concentration (and units) of each regulated substance detected in groundwater (including all historical samples); (1) Metals, (2) Pesticides/PCBs/Herbicides, (3) SVOCs, and (4) VOCs;
- h. A map showing all sampling points by sample number, and vertical cross-sections of appropriate scale depicting concentrations for all contaminants superimposed upon site stratigraphic features and monitoring wells.

Boring logs recording soil descriptions should support cross-sections. Provide two (2) additional cross-sections and list all detected constituents in soil and groundwater:

- 1) MW-18 → MW-3 → MW-4 → DW-2/MW-11 → MW-10
 - 2) MW-9 → MW-6/DW-1 → MW-11/DW-2 → LAKE;
- i. When presenting the analytical results in tables and maps, please do not use the notation of “ND” (not detected) or “0” (below laboratory detection limit). The analytical results should specify the concentration detected or as less than the detection limit (for example, < 0.003 mg/l);
 - j. A legal description of the site in accordance with Section 391- 3-19-.06(3)(b)(5) of the Rules for Hazardous Site Response

8. Prepare Groundwater Corrective Action Plan

Prepare a Groundwater Corrective Action Plan for submittal to the

County/EPD within 120 days after completion of the contaminated soil

removal and groundwater sampling described above. This plan will be

based on the results of groundwater sampling/analysis with respect to the

risk reduction standards.

9. Remove Dead (Fallen and Standing) Trees

This item is for the labor, equipment and materials required for the removal of dead trees/stumps from a portion of the site. The option to size trees via cutting/grinding and leave in place will be considered where applicable.

10. Demobilization

This item includes the demobilization of all personnel, material, equipment and other items required to perform the work, removal of temporary facilities, utilities/controls and trash/debris. Contractor shall demobilize once all elements of the work are complete and the site condition is accepted by the County. Closeout activities prior to demobilization shall be closely coordinated with County.

11. Meetings

The Contractor, in coordination with the County, shall conduct meetings to inform concerned parties of the plans/progress of remediation tasks. Contractor shall provide all materials, equipment, documents, visual aids required to adequately describe the status of remediation tasks.

3.3.1 SPECIFICATIONS

The following is a list of technical specifications for the work. These specifications are located in Section 10-Appendix.

Specification Section	TITLE
DIVISION 1	GENERAL REQUIREMENTS
01010	Summary of Work
01020	Submittal Procedures
01025	Applications for Payment
01027	Unit Prices
01040	Project Coordination
01050	Layout of the Work
01090	Reference Standards
01200	Project Meetings
01310	Scheduling of the Work
01320	Reports
01400	Quality Control
01500	Construction Facilities and Temporary Controls
01560	Environmental Protection
01610	Material and Equipment Handling
01700	Project Closeout
01720	Project Record Documents
01800	Safety, Health and Loss Prevention Program Guidelines

Specification Section	TITLE
DIVISION 2	SITE WORK
02210	Excavation of Contaminated Soil
02220	Backfill and Gradefill Placement
02270	Erosion and Sediment Control

3.3.2 FIGURES

The following is a list of figures to be referenced for the work. These figures are located in Section 9.0 – Exhibits.

Figure Number	Title
1	Site Location and Vicinity Map
2	Project Site Map
3	Sample Location Map
4	DeadTree Removal Area

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate experience and ability to perform environmental remediation work including health and safety and quality assurance and control procedures as required by the tasks outlined in the Scope of Work. The Technical Proposal shall include, but not be limited to, the sections and content as described below:

Section 1 - Introduction

The Introduction shall include general information such as Proposer name, address, telephone number, corporation status, overview of services, office locations etc.

Section 2 – Qualifications and Project-Specific Experience

This section shall state the qualifications of the Proposer to perform work as described herein, and include descriptions of projects performed that include tasks specific to those required in this Scope of Work. Reference(s)/point(s) of contact, including name, phone number, email address, etc., for each project must be included. This section should also provide the number of years the Proposer has performed environmental remediation work.

Section 3 – Organization and Key Personnel Experience

This section shall include the Proposer's overall organizational structure, organization for this project including a description of personnel roles/responsibilities and the resumes of all personnel proposed. This information should also be provided for proposed Subcontractor personnel.

The Proposer's organization/personnel shall have the following minimum requirements:

- a) The Proposer must have a minimum of 5 years experience in performing environmental remediation work. Subcontractor personnel shall have experience in performing environmental remediation work.
- b) All personnel (including subcontractors) proposed for this project for shall have OSHA 1910.120 40-hr. HAZWOPER training and be enrolled in a medical monitoring program in accordance with OSHA 1910.120.
- c) Project Manager must have a minimum of 10 years experience in soils work and environmental remediation and must be proficient in all aspects of contracted work. Project manager/engineer and field operations leader proposed must possess a current Georgia Professional Engineer's (PE) and/or Professional Geologist (PG) license. Other field personnel must work under the supervision of a licensed professional.
- d) Proposer must have a Certified Industrial Hygienist (CIH) on staff. Proposed Health and Safety Officer(s) (HSO) for project must have a minimum of 3 years experience in environmental remediation work.
- e) Proposer must have a Corporate Quality Assurance program. Proposed Quality Assurance/Quality Control (QA/QC) officer must a minimum of 3 years experience performing environmental remediation work.
- f) Land surveyors shall be registered professionals licensed in the State of Georgia.
- g) Proposer must have experience in performing tree removal/grinding operations in forested areas.

Section 4 – Project Technical Approach

This section shall include a detailed description of the approach that will be used to complete the tasks outlined in the Scope of Work including, but not limited to, soil excavation and sampling, ground water sampling, monitoring well installation, health and safety practices, erosion and sedimentation controls, equipment, vehicles, quality assurance/control practices, haul routes, tree removal techniques and site mobilization/demobilization.

Section 5 – Proximity of Office

This section shall include a description/map of the Proposer's and proposed Subcontractor's office locations with respect to the job site located at 13440 Providence Park Drive, Alpharetta, GA and the Fulton County Government

Center located at 141 Pryor Street, SW, Atlanta, GA 30303. Distances in miles should be noted.

3.5 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

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. The Contractor shall complete the following pricing form for the work tasks as described in above in Section 3.3.

A) REMEDIATION, MEETINGS AND REPORT PREPARATION

Provide the costs for the following tasks including labor, equipment, materials and installation:

Item No.	Remediation Tasks	Quantity	Unit	Unit Cost	Value
1	Mobilization	1	LS		
2	Sampling and Analysis of Existing Monitoring Wells	18	EA		
3	Installation of Additional Groundwater Monitoring Wells	3	EA		
4	Excavation and Disposal of Contaminated Soil	7,000	BCY		
5	Perform Confirmatory Soil Sampling and Analysis	30	EA		
6	Backfill, Compaction and Grading of Excavated Area	8,100	CY		
7	Prepare Soil Excavation and Groundwater Sampling Report	1	EA		
8	Prepare Groundwater Corrective Action Plan	1	EA		
9	Demobilization	1	LS		
10	Meetings	2	EA		
11	**Remediation Contingency (see explanation below)	1	EA	\$200,000	\$200,000
	Subtotal				

(B) TREE REMOVAL

Provide the cost for the following items including labor, equipment and materials:

Item No.	DeadTree Removal Task	Quantity	Unit	Unit Cost	Value
1	Remove Dead (Fallen and Standing) Trees	19	ACRES		
2	**Tree Removal Contingency (see explanation below)	1	EA	\$25,000	\$25,000
	Subtotal				

**In regards to Items A)11 and B)2, Remediation and Tree Removal Contingency respectively, the Proposer will include the amounts indicated. These funds will not be utilized unless specifically authorized by the Contract Administrator.

(C) CONTINGENCY

A contingency allowance in the amount of 20% of total contract cost will be withheld until 95% substantial completion of this contract.

TOTAL ITEMS A THROUGH ITEM C INCLUSIVE

the amount of _____ Dollars (\$_____)

3.6 PROJECT MILESTONES

Upon notification of award and prior to commencement of the project, the successful Proposer shall provide the County for approval a reasonable project schedule which shall include dates and timeframes for completion of project milestones (i.e., mobilization date, initiation of field activities, report preparation, project completion date, etc.) as in the Contract documents. The County anticipates reopening Providence Park to visitors in Spring 2006.

**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
A.	Qualifications and Project Specific Experience <ul style="list-style-type: none"> ➤ Ability of the Proposer to provide the services as set forth in this RFP (i.e., installation and sampling of groundwater monitoring wells, excavation and disposal of contaminated soils, preparation of soil and groundwater Sampling reports/ plans, tree removal, etc.). 	20 points
B.	Organization and Key Personnel Experience <ul style="list-style-type: none"> ➤ Quality of the staff, such as education, years of experience, certifications, etc. ➤ Extent of staff’s successful experiences with related projects and clients of comparable size to Fulton County. 	15 points
C.	Project Technical Approach <ul style="list-style-type: none"> ➤ Proposer's proposed work plan and methods to perform tasks outlined in the Scope of Work Section of the RFP (including health and safety program, QA/QC, equipment, etc.) 	25 points
D.	Proximity of Office <ul style="list-style-type: none"> ➤ Extent to which Proposer can demonstrate physical office location(s) in Fulton County and proximity to job site. 	10 points
E.	Extent to which the Proposer satisfies all of the proposal's requirements listed in Section 3.0 of this RFP.	10 points
F.	Cost Schedule (not considered during evaluation of items A-E))	20 points
	TOTAL POINTS	100 points

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Procurement Affidavits

- Procurement Affidavit Form 1 Certification Regarding Debarment
- Procurement Affidavit Form 2 Form A: Non-Collusion Affidavit (Prime)
 Form B: Sub-Contractor Non-Collusion
 Affidavit
- Procurement Affidavit Form 3 Certificate of Acceptance of Request for
 Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, 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.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

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 2-322 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.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) 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 Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), 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.

[SIGNATURES ON NEXT PAGE]

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 _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), 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 _____, 200__.

(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.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), 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 _____, 200__.

(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.

**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) # _____, 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.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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. 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.

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 on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that 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.

6.2 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. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F 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.

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

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

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 Contract Compliance pursuant to Section 4.4 of 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/proposer **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.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) Bidder/Proposer Subcontractor

Submitted by: _____ **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.**

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR 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 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 known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____ (Signature) _____ (Printed Name)
 Notary: _____ Date: _____
 My Commission Expires: _____

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) 763-6300, for further assistance.

**SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management Provisions

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. 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 Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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 – 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 (Aggregate)	BY ACCIDENT - EACH ACCIDENT	-	\$500,000
	BY DISEASE - POLICY LIMIT	-	\$500,000
	BY DISEASE - EACH EMPLOYEE	-	\$500,000

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	-	\$1,000,000
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4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-	\$1,000,000
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5. UMBRELLA LIABILITY (In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
6. PROFESSIONAL LIABILITY (Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND (Employee Dishonesty)	Each Occurrence	-	\$ 100,000

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 shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, 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.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**SECTION 8
SAMPLE CONTRACT**

AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2005 by and between FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "CONTRACTOR":

WITNESSETH

WHEREAS, COUNTY through its Department of Environment and Community Development (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced contractor to perform certain services for the Providence Park Remediation Project (hereinafter, referred to as the "PROJECT").

WHEREAS, CONTRACTOR has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and CONTRACTOR agree as follows:

ARTICLE 1. CONTRACTOR/OWNER AGREEMENT: COUNTY hereby engages CONTRACTOR, and CONTRACTOR hereby agrees to perform the services hereinafter set forth. This Agreement, together with COUNTY'S request for proposal #_____, acknowledgements, the Agreement, general conditions, specifications, addenda, exhibits, drawings, accepted portions of CONTRACTOR'S submitted proposal, attached as Exhibit "___", and change orders shall all form essential parts of this Agreement. The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the COUNTY'S and the CONTRACTOR'S duly authorized representatives and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) Change Orders, 5) the Exhibits, 6) any portion of CONTRACTOR'S proposal that was accepted by the County and made a part of the Contract Documents.

ARTICLE 2. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT: COUNTY and CONTRACTOR agree the PROJECT is as described in Exhibit "___" entitled Scope of Work. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this AGREEMENT as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES: Unless modified in writing by both parties in the manner specified in the Agreement, duties of CONTRACTOR shall not be construed to exceed those services specifically set forth herein. CONTRACTOR agrees to provide all services, products, and data and to perform all tasks described in Exhibit “___” entitled, Scope of Work.

ARTICLE 5. DELIVERABLES: CONTRACTOR shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in the Request for Proposal. Deliverables shall be furnished to COUNTY by CONTRACTOR in a media of form that is acceptable and usable by COUNTY at no additional cost at the end of the Project. The acceptable media shall be hardcopies and/or electronic as requested by the COUNTY.

ARTICLE 6. SERVICES PROVIDED BY COUNTY: CONTRACTOR shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the Project. COUNTY shall have the final decision as to what data and information is pertinent.

COUNTY will appoint in writing a COUNTY authorized representative with respect to work to be performed under this AGREEMENT. The COUNTY’S Authorized Representative shall have complete authority to transmit instructions, receive information, and define COUNTY’S policies consistent with COUNTY rules and regulations. CONTRACTOR may rely upon written consents and approvals signed by COUNTY’S Representative.

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS: If during the course of performing the work, COUNTY and CONTRACTOR agree that it is necessary to make changes in the Project, such changes will be incorporated by written Change Order and/or supplemental agreements to this AGREEMENT. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK: CONTRACTOR shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONTRACTOR from COUNTY.

ARTICLE 9. TERM OF CONTRACT: The term of this Agreement is from date of award by the Board of Commissioners for twelve months with one (1) year renewable twelve month period, pending availability of funds, contractor’s performance and Board of Commissioners approval.

ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES: Compensation for work performed by CONTRACTOR on PROJECT shall be on the basis of rates shown in Exhibit “___” Schedule of Fees. The total contract amount for the PROJECT shall not exceed \$_____ which is full payment for complete scope of services. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

The CONTRACTOR may submit to the COUNTY, an invoice in a form acceptable to the COUNTY and accompanied by all supporting documentation requested by the COUNTY, for payment and for services that were completed during the preceding month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or

part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY, are reasonably in excess of the actual stage of completion. Disputes concerning the payment of submitted invoices shall be resolved pursuant to the disputes process outlined in Article 13. The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the CONTRACTOR to the point indicated by such invoice, or receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate updated schedule, a description of the percentage of total work completed for each phase through the date of the statement and an updated draw-down of the Task-Discipline Matrix submitted with CONTRACTOR'S cost proposal.

The contractor must certify in writing that all Sub-contractors and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all sub-contractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

COUNTY and CONTRACTOR agree that in the event any agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said agreement provision shall control. County shall not be responsible for any interest penalty for any late payment.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONTRACTOR shall identify in writing a project manager who shall have sole authority to represent CONTRACTOR on all manners pertaining to this contract.

CONTRACTOR represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this AGREEMENT, none of whom shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONTRACTOR under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services. Key Personnel, including subcontractors engaged in performing services for contractor under this agreement shall be as indicated in Exhibit "_____".

Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on this PROJECT by CONTRACTOR. No changes or substitutions shall be permitted in CONTRACTOR'S key personnel or subcontractor as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or subcontractor during the course of this PROJECT shall constitute a cause for termination under the terms outlined in Article 14. Termination Of Agreement For Cause of this AGREEMENT.

CONTRACTOR shall employ those people, who are in responsible charge of supervision on the work performed on this PROJECT, duly registered in the State of Georgia in the appropriate area.

CONTRACTOR shall endorse all deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of CONTRACTOR and responsible for the work prescribed by this AGREEMENT.

ARTICLE 12. SUSPENSION OF WORK: COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY, or delays caused by third parties not in any way affiliated with CONTRACTOR. The time for completion of the Project shall be extended by the number of days the work is suspended.

ARTICLE 13. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the COUNTY'S Authorized Representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The CONTRACTOR shall have thirty (30) days from date of receipt to appeal the decision to the County Manager or designee by mailing or otherwise furnishing to the County Manager or designee, a copy of written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT, unless the same is fraudulent, or capricious, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE: (1) Either COUNTY or CONTRACTOR may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement and fails to correct the failure or make material progress towards correcting the failure within 10 days of having received notice of the failure from the other party. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. TIME IS OF THE ESSENCE and if the CONTRACTOR refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in Exhibit "____" entitled, Scope of Services, or any separable part thereof, with such diligence as will insure completion of the work within specified time period, as more thoroughly described in Article 8, or any extension or tolling thereof, or fails to complete said work within such time the County may terminate the Agreement for cause. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of COUNTY shall constitute cause for termination.

The COUNTY may, by written notice to CONTRACTOR, terminate CONTRACTOR'S right to proceed with the Project and/or such part of the Project as to which there has been a material delay for which the CONTRACTOR is responsible and after have received written notice from COUNTY does not within (10) days thereof correct or make material progress toward correcting the delay. In such event, COUNTY may take over the work and perform the same to completion, by CONTRACTOR otherwise, and CONTRACTOR shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the COUNTY as stated in Exhibit "____" entitled, Deliverables. CONTRACTOR shall be entitled to receive

compensation for any satisfactory work completed on such documents as reasonably determined by County. Whether or not the CONTRACTOR'S right to proceed with the work has been terminated, the CONTRACTOR shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S refusal or failure to complete the work within the specified time period, and said damages shall include, but not limited to, any additional costs associated with the COUNTY obtaining the services of another Contractor to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY: Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONTRACTOR. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONTRACTOR: CONTRACTOR shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be constructed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. RESPONSIBILITY OF CONTRACTOR: CONTRACTOR is employed to render a professional service only and any payments made to CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work. CONTRACTOR shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONTRACTOR'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at CONTRACTOR'S expense.

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS: CONTRACTOR will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other contractors. CONTRACTOR shall fully cooperate with such other related contractors and COUNTY employees or appointed committees. CONTRACTOR shall provide within his schedule of work, time and effort to coordinate with other contractors under contract with COUNTY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other contractor or by COUNTY employees. CONTRACTOR shall not be liable or responsible for delays of third parties not under its control nor affiliated with CONTRACTOR in any manner.

ARTICLE 20. ACCURACY OF WORK: During the term of the Contract, CONTRACTOR shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONTRACTOR of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities brought to the attention of the CONTRACTOR within one year of the completion of the erroneous or ambiguous work. CONTRACTOR shall prepare any plans,

report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to CONTRACTOR. CONTRACTOR shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK: Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, results, maps and computations prepared by or for CONTRACTOR, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONTRACTOR of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONTRACTOR shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONTRACTOR to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONTRACTOR until CONTRACTOR complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONTRACTOR.

ARTICLE 22. INDEMNIFICATION: CONTRACTOR shall indemnify, protect, defend, and hold harmless COUNTY, its agents, officers, employees, successors and assigns from and against all loss, costs, claims, liability, lines, damages, suits, and judgments of whatever nature including reasonable attorney's fees, and any claims for contributions or indemnification, arising out of or resulting from negligent acts, errors, or omissions, or willful misconduct in the performance or non-performance of the work. CONTRACTOR'S duty to indemnify applies in connection with, but is not limited to, injury or death of any person or persons, loss of or damage to property caused by or in any way connected with CONTRACTOR'S negligent acts, errors, or omissions, or willful misconduct in the performance or non-performance of the work. The CONTRACTOR'S duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by negligent, intentional or willful performance or non-performance of the work by CONTRACTOR, its agents, representatives, officers, directors, independent contractors, successors, assigns, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR shall not hold harmless or indemnify the COUNTY for the acts or omissions of the County's employees or agents. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage. These indemnities shall survive the termination of this Agreement (for any cause whatsoever).

ARTICLE 23. CONFIDENTIALITY: CONTRACTOR agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, except as otherwise required by law, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by contractor pursuant thereto and any equipment paid for by

COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the Environment and Community Development Department.

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 of COUNTY.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by CONTRACTOR without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONTRACTOR, but should any such information be released by COUNTY or by CONTRACTOR with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:

CONTRACTOR agrees that the COUNTY is the sole owner of all information, data, and materials (hereafter "Information") that are developed or prepared subject to this Agreement. CONTRACTOR or any Subcontractor is not allowed to use or sell such Information subject to this Agreement for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the Department of Environment and Community Development. All electronic files used in connection to this Agreement, which are by definition, any custom software developed by CONTRACTOR, or commercially available software procured by CONTRACTOR, pursuant to and exclusively for this Agreement, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and CONTRACTOR shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by CONTRACTOR and registered in the name of the Director of the DEPARTMENT. The Software as defined hereunder, specifically excludes all software, documentation, information and materials in which CONTRACTOR has pre-existing propriety rights and/or has otherwise been licensed to CONTRACTOR prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any Software used in connection with Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under this Agreement, except in case of commercial Software licensed to the COUNTY or Director of the DEPARTMENT. Any work developed for use on this project may be released as public domain information by the Director of the DEPARTMENT at his sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES:

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONTRACTOR for the purpose of securing business and that CONTRACTOR has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE: CONTRACTOR shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage as specified in Exhibit "___" entitled "Insurance and Risk Management Provisions".

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If CONTRACTOR receives notice of non-renewal or material adverse change of any of the above coverage's, CONTRACTOR will promptly advise COUNTY in writing. Failure of CONTRACTOR to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage's terminates AGREEMENT as of the date that CONTRACTOR should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONTRACTOR, COUNTY will notify CONTRACTOR thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONTRACTOR will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONTRACTOR of his responsibility to provide insurance coverage as specified nor to relieve CONTRACTOR of his liability for any claims which might arise.

ARTICLE 27. PROHIBITED INTEREST: Conflict of Interest: CONTRACTOR agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONTRACTOR further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING: CONTRACTOR shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. ASSIGNABILITY: CONTRACTOR shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONTRACTOR without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to CONTRACTOR of such termination. CONTRACTOR binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE: Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS: At any time during normal business hours and as often as COUNTY may deem necessary, CONTRACTOR shall make available to COUNTY

and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONTRACTOR'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONTRACTOR. To the extent COUNTY audits or examines such Information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such Information without CONTRACTOR'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such Information outside the area covered by this AGREEMENT without the prior written consent of CONTRACTOR. CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to COUNTY. CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM: CONTRACTOR shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. CONTRACTOR must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT: No verbal agreement or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Steven R. Cover, AICP, Director
Fulton County Department of Environment and Community Development
141 Pryor Street, S.W., Suite 5001
Atlanta, Georgia 30303

Notices to CONTRACTOR shall be addressed as follows:

INSERT CONTRACTOR'S CONTACT INFORMATION

ARTICLE 35. JURISDICTION: This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect. Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this AGREEMENT, CONTRACTOR agrees as follows:

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, CONTRACTOR state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE: Neither COUNTY nor CONTRACTOR shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONTRACTOR from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38 OPEN RECORDS ACT: The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The CONTRACTOR acknowledges that any documents or computerized data provided to the COUNTY by the CONTRACTOR may be subject to release to the public. The CONTRACTOR also acknowledges that documents and computerized data created or held by the CONTRACTOR in relation to the Agreement may be subject to release to the public, to include documents turned over to the COUNTY. The CONTRACTOR shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The CONTRACTOR shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the CONTRACTOR. The CONTRACTOR shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

ARTICLE 39 CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT: Where the procurement documents do not place a degree or level of service relating to the scope of work, MFBE participation, or any other matter relating to the services being procured, should any proposer submit a response to the COUNTY promising to provide a certain level of service for the scope of work, MFBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing

these promises or assurances be accepted by the COUNTY and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the CONTRACTOR and the COUNTY, such that the CONTRACTOR'S failure to provide the agreed upon degree or level of service participation shall be a material breach of the Agreement giving the COUNTY just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

WITNESS WHEREOF, each of the parties hereto has caused AGREEMENT to be executed and delivered on this, the _____ day of _____, 2005.

Attest:

CONTRACTOR'S NAME

By: _____

Title: _____

Title: _____

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

By: _____

Clerk to the Commission

Karen Handel, Chair
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

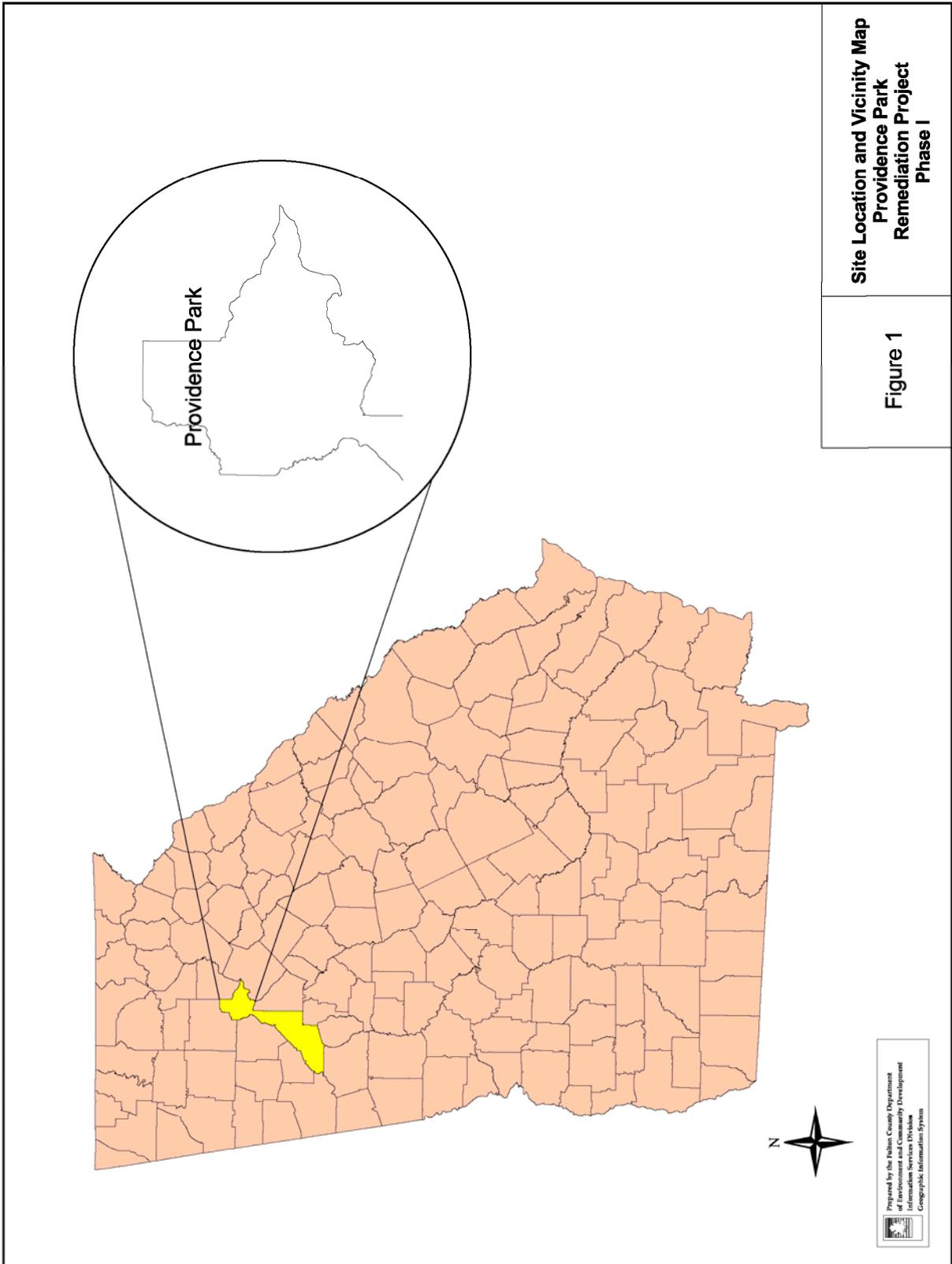
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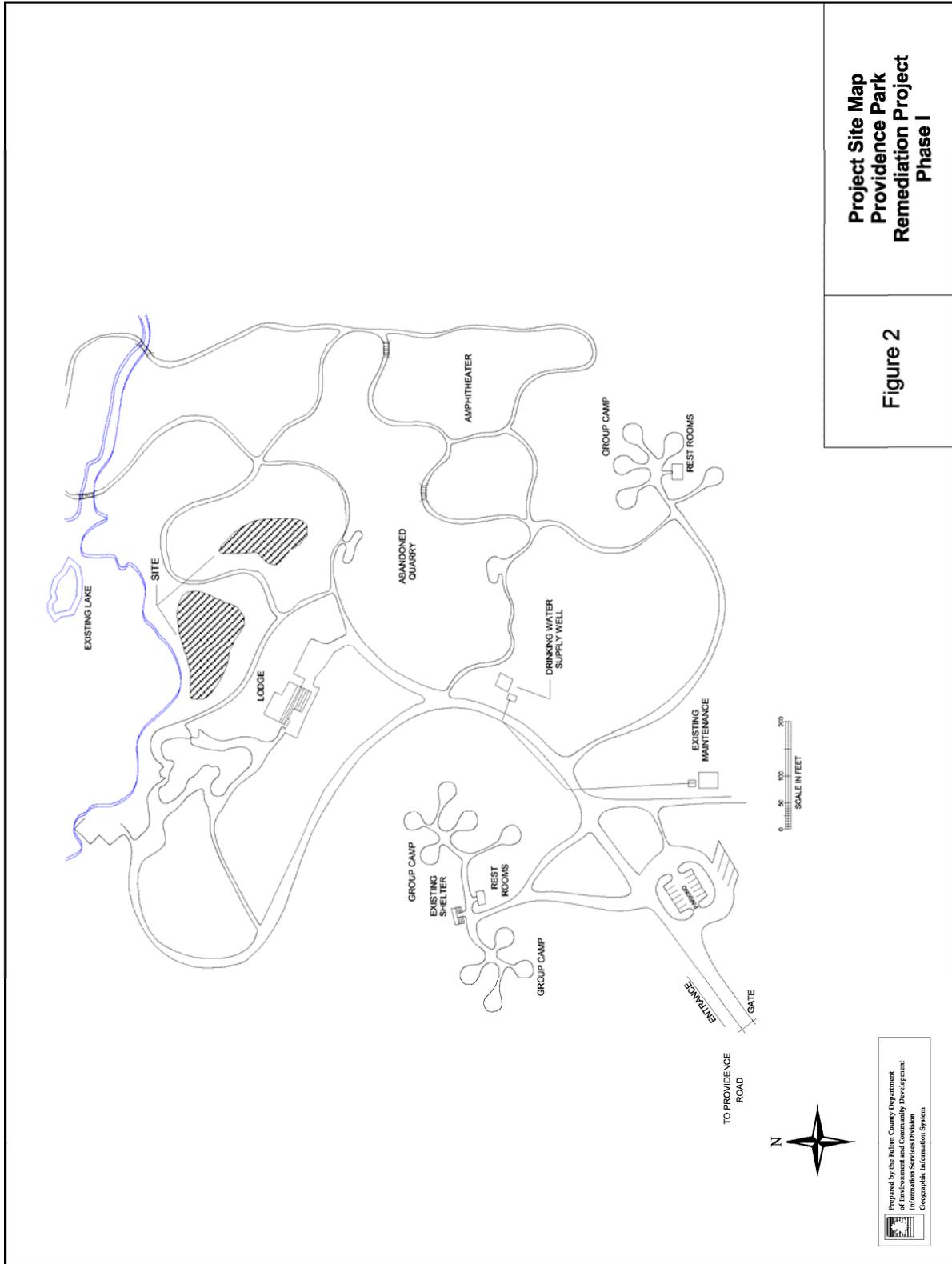
Office of County Attorney

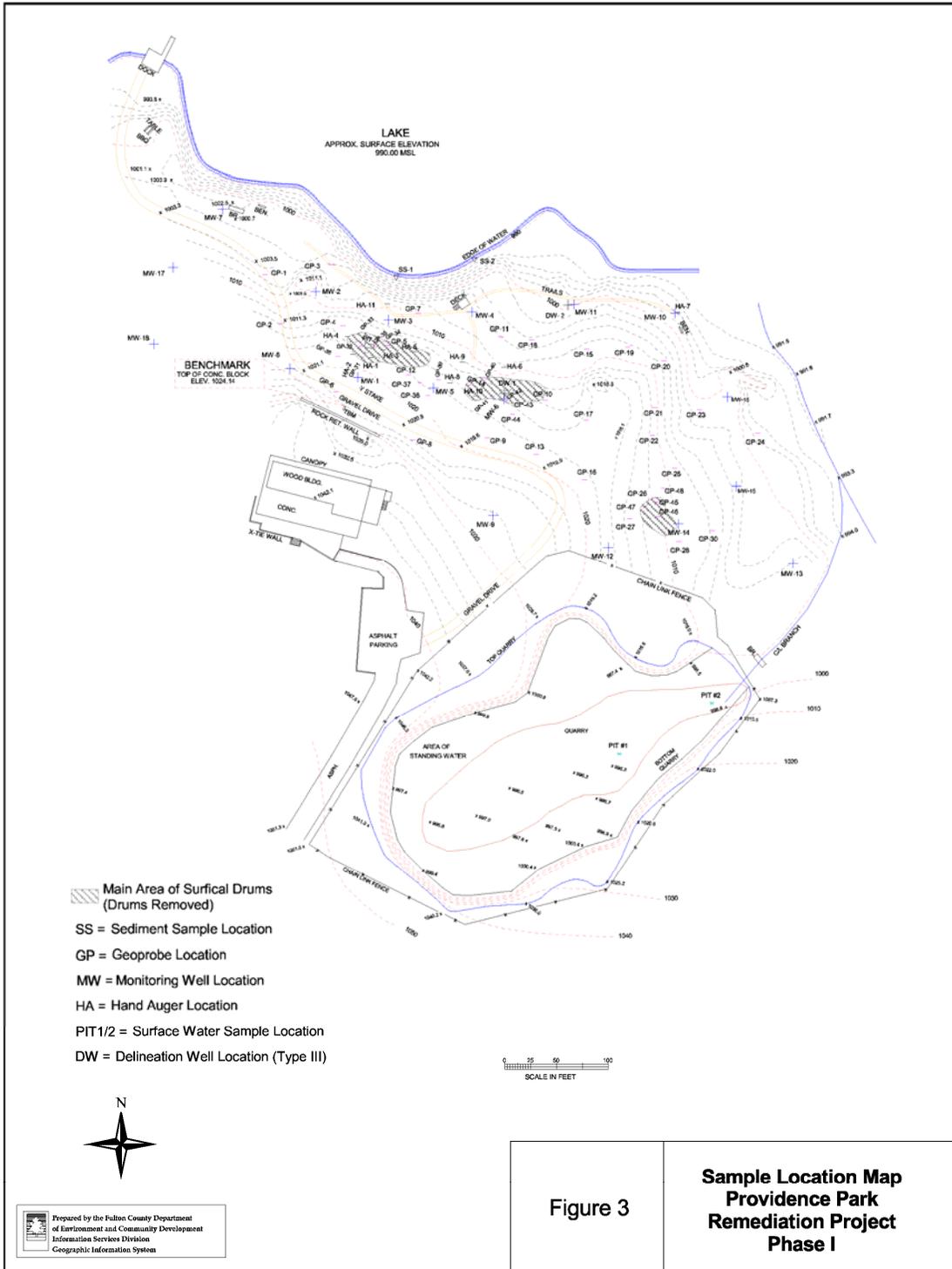
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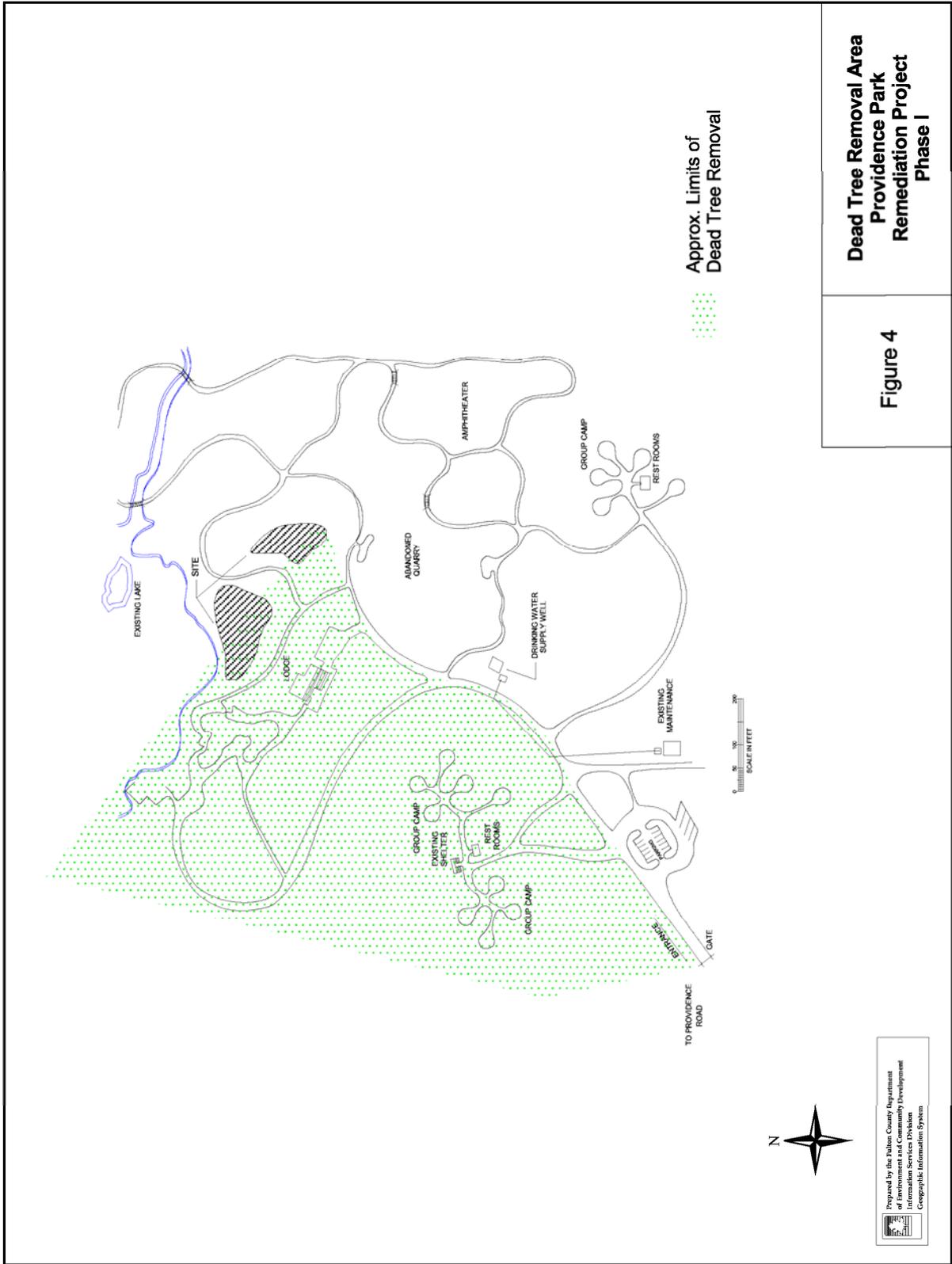
Steven R. Cover
Director of Department of Environment
and Community Development

**SECTION 9
EXHIBITS**









**SECTION 10
APPENDICES**

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SECTION 01 010 – SUMMARY OF WORK

1. GENERAL

- A. This Section includes detailed information regarding the scope of work for this Contract. Scopes of work for any separate contracts for the Project, if any, and other information relating to or affecting this Contract shall also be provided in this Section.
- B. The Contractor is responsible for performing the Work described in this Section for the Contract for which it has submitted a bid. The Contractor shall have taken all of the provisions herein into consideration when preparing its bid, and all costs associated with performing all Work required by the Contract Documents shall be included in the Contractor's Contract Sum. The Contractor is responsible for knowing what Work has been assigned to any preceding or succeeding separate contracts. No additional reimbursement or extensions of time will be allowed the Contractor due to its ignorance of the Work assigned to this Contract or to any separate contract which may affect its Work.
- C. The Contract Documents shall be construed so as to require the Contractor to perform all Work reasonably inferable therefrom as being necessary in order to produce the indicated finished result.
- E. The Contract Documents issued are deemed by the County to contain sufficient information for bidding and contracting for the Work specified. However, the Contractor is advised to check documents for thoroughness of information and notify the County Project Manager immediately in writing of any valid discrepancies.
- F. Time is of the essence for every portion of this Contract wherein a definite and certain length of time is fixed for performance of any act whatsoever. The Contractor shall be aware of the extreme importance of performing the Work and achieving all required milestones and completion dates.

2. PROJECT LOCATION

The project site is located at: 13440 Providence Park Drive
 Alpharetta, Georgia 30004-1272

3. REGULATORY REQUIREMENTS & STANDARDS

- A. Permitting: The Contractor assumes responsibility for securing all land disturbance permits, maintaining siltation control; and securing all final releases from regulating bodies. Minimum permits required for this Project:

(1) Land Disturbance Permit: from Fulton County Development Services Department.

The Contractor is responsible for payment of fees associated with the permits. The fee for the required land disturbance permit above is waived. The estimated time to acquire this permit is 48 hours.

- B. Codes: It is the Contractor's responsibility to comply with all applicable laws, statutes, ordinances, codes, rules and regulations applicable to the Work.

4. PROJECT DESCRIPTION & SUMMARY SCOPE OF SERVICES

- A. The Project is for the remediation of contaminated soil, and groundwater monitoring/delineation at Providence Park. This contamination is believed to be the result of abandoned drums being discovered in the park. It is believed that solvents, paints, epoxies, petroleum products, herbicides and pesticides were disposed of at the park at some point in the past. The dumping of auto parts and other "household" type garbage is also believed to have contributed to the impact to soil and groundwater. The drums were sampled and removed in early 2004 and the Park was closed.

A Compliance Status Investigation was then performed to address the source and extent of contamination in soil, groundwater and surface water with respect to Georgia Hazardous Site Response Act (HSRA) risk reduction standards (RRS). Concentrations of RCRA metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, herbicides, and poly-chlorinated biphenyls (PCBs) were detected in soil and groundwater at the site. A Compliance Status Report was prepared and submitted to the Georgia Department of Natural Resources, Environmental Protection Division (EPD) for review in October 2004.

In February 2005, the Georgia Department of Natural Resources, Environmental Protection Division (EPD) completed its review of the CSR and approved contaminated soil excavation and additional groundwater monitoring/delineation tasks. These corrective actions will be completed under the Providence Park Remediation Project-Phase 1 and will allow the park to reopen. Providence Park is listed in the Georgia Hazardous Site Inventory (HSI # 10773).

- B. The Contractor's services shall include all construction, equipment and installation required to complete the Work as indicated in the Contract Documents. The Contractor shall provide and pay for all testing services, labor, materials, equipment, tools, construction equipment and machinery, temporary utilities, transportation and all other facilities and services necessary for proper execution and completion of the Work.

5. SCOPE OF WORK

- A. Work includes sampling and analysis of existing groundwater monitoring wells, installation of groundwater monitoring wells, excavation and disposal of contaminated soil, confirmatory soil sampling and analysis, backfill/compaction/grading of excavated area, preparation of a soil excavation and groundwater sampling report and a groundwater corrective action plan, meetings with the public regarding the project and dead tree removal from a portion of the site. These tasks

are described in Section 3 of the RFP with references to Figures 1-4 located in Section 9-Exhibits of the RFP.

- B. The Contractor shall also be responsible for paying for and coordinating all the required Work with all utility companies required for services to the Project if required.

6. WORK HOURS and HOLIDAYS

- A. Working hours for this project will be *10 hours per day between 7:30 am and 6:00 pm, Monday through Friday*; however, Subcontractor may request an adjustment to work other than the stated hours, which will start no earlier than 6:30 am and/or conclude no later than 6:30 pm Monday through Friday. Contractor shall submit its intended work schedule five working days in advance, for approval. The County reserves the right to direct Contractor to return to the standard working hours at any time during the execution of the project.
- B. Due to the nature of Work being performed, the associated hazards, and the health and safety of all workers, it is imperative that the standard working hours defined herein are strictly adhered to by Contractor. In the event that Contractor, including lower-tier subcontractor(s), performs work during hours other than those specified or without prior written approval from County, the Contractor shall be considered in violation of the contract and the County reserves the right to pursue appropriate remedies per the subcontract documents, including Termination for Default. Contractor shall make real-time verbal contact (i.e., voice mail is unacceptable) with and obtain the written approval of County prior to working nonstandard working hours to ensure that County's on-site representative(s) are cognizant of Contractor's presence.
- C. Contractor acknowledges that the standard working hours established in this subcontract are sufficient to permit the timely and proper performance of the Work, and that County has the right to be secure in its expectations that Subcontractor will complete the Work in an orderly and planned manner. In the event that Contractor requests extended weekday or weekend work, such requests must be made at least five working days in advance. Requests for nonscheduled overtime work must be made at least one working day in advance for overtime during the normal work week. Requests for altering the normal work hours must be accompanied with a reasonable explanation for the change/deviation. The County is under no obligation to approve requests for extended/overtime working hours; neither County's approval of extended/overtime working hours nor refusal to authorize extended/overtime working hours will be grounds for an adjustment to the project schedule and/or price.
- D. In the event that extended hours or overtime are authorized, the following requirements apply:
 - 1. A person is not permitted to work more than 16 consecutive hours. If a person is required to work in excess of 12 continuous hours, his/her duties shall be carefully selected so as to avoid any increased risk to personnel safety or the safe operation of the facility/task due to the extended hours of work. Equipment operators shall not work more than 12 hours in any 24-hour period.
 - 2. A person is not permitted to work more than 24 hours in any 48-hour period.
 - 3. A person is not permitted to work more than 72 hours in any consecutive seven-day period.

4. A person is not permitted to work more than 14 consecutive days without having two consecutive days off.

E. County recognized Holidays include New Years Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. No work will be allowed on the days of observance for these holidays.

END OF SECTION 01 010 SUMMARY OF WORK

SECTION 01 020 – SUBMITTAL PROCEDURES

1. GENERAL

- A. This Section includes information regarding required submittals included in the scope of work for this Contract.

2. SUBMITTAL PROCEDURES

- A. Contractor shall provide submittals as directed in the contract documents by the due dates indicated including technical, health and safety, quality control, required permits and procurement submittals.
- B. The Contractor is responsible for the development of the Submittal Register as approved by the County Project Manager.
- C. The Contractor is responsible for submitting all items identified in the Contract documents and providing an updated and current Submittal Register weekly at the Project Status Meeting. Where approved by County Project Manager, multiple submittals may be combined into a single document.

3. SUBMITTAL/DELIVERABLE FORMAT

- A. Contractor shall submit three (3) hard copies of all submittals, double sided.
- B. Text document files shall be submitted in Microsoft Word version 1998 or higher.
- C. Drawing files shall be submitted final in a format that is compatible with ArcInfo and ArcView (file extension .shp). Other drawing software may be used to generate drawings if conversion as stated is possible.

END OF SECTION 01 020 SUBMITTAL PROCEDURES

SECTION 01 025 - APPLICATIONS FOR PAYMENT

1. SUBMITTAL OF APPLICATION FOR PAYMENT

The County will make payments to the Contractor on the basis of a duly certified and approved estimate of the Work completed through the 25th day of each calendar month, as reviewed by the County Project Manager, provided the estimate was submitted in accordance with the following requirements:

- A. The Applications for Payment shall be itemized as directed by the County Project Manager. Applications for Payment are to serve as certification by the Contractor as to the status of the Work.
- B. On or prior to the 20th day of each month, the Contractor will prepare a preliminary, itemized Application for Payment for work completed and the value of any stored materials, projected through the 25th of the current month, as well as additional information required herein or as the County Project Manager may require to verify and approve the amount of payment applied for. The Contractor may be requested to review the Application for Payment with the County Project Manager on the jobsite in order to verify work.
- C. After the County Project Manager has advised the Contractor of the acceptability of the Application for Payment, and on or before the 25th day of each month, the Contractor shall submit to the County Project Manager an itemized, notarized Application for Payment. The Contractor shall also submit, if requested, additional documentation, including, but not limited to, all sworn statements, waivers and releases of liens and claims, including those required of subcontractors of any tier as may be requested by the County Project Manager, reflecting all retainage, previous Applications for Payment, payment for labor and material and other documentation and requirements related to Work performed as provided elsewhere in the Contract Documents or as required by the County Project Manager.
- D. Late applications will not be accepted for any reason whatsoever. If the Contractor is late with its pay application, it will not be processed until the next pay cycle.
- E. The Contractor shall submit the Application for Payment in four (4) hardcopies on the latest version of *AIA Document G702/CMA, Application and Certificate for Payment – County Project Manager-Advisor Edition* and *AIA Document G703, Continuation Sheet for G702*, and each copy shall display an original signature by a duly authorized agent of the Contractor. The application may be generated by the use of a software applications package acceptable to the County Project Manager, and provided that the forms generated are in the format of the standard AIA Documents indicated above. All four copies shall be individually notarized.
- F. The Contractor shall submit Interim Waiver and Release Upon Payment and an Unconditional Waiver and Release Upon Final Payment when submitting the Application for Payment.

- G. The Owner will withhold ten (10) percent of each payment until the Contractor's contracted Work is fifty (50) percent complete. If the Contractor's performance is satisfactory, and if the Contractor is on schedule, then further retainage will cease to be withheld. If at any later date, the County Project Manager determines that the Contractor's progress is unsatisfactory in any manner, the County Project Manager may reinstate the entire ten (10) percent withholding on the sum of all of the payments made to that date. The County Project Manager shall be the sole determining party with regards to the reinstatement of the entire ten (10) percent retainage. No appeal from the Contractor will be entertained. Retainage release upon Substantial Completion shall be per O.C.G.A. 13-10-2.
- H. At no time during the contract will the Contractor be allowed to bill for an amount which is in excess of the amount of its contract, including all signed and executed change orders.

2. PROGRESS PAYMENTS

- A. If the Contractor has made Application for Payment as detailed herein, the County Project Manager will confirm the amounts to be paid to the Contractor, certify each copy by original signature, retain one signed copy for its project files, and transmit the remaining copies as Certification for Payment to the County.
- B. The Contractor may expect payment from the County within thirty (30) days of the Contractor's submittal of an Application for Payment per Paragraph 1.0 of this Section. Any follow-up inquiries on the status of payments shall be through the County Project Manager. The Contractor is not permitted to contact the County directly with any payment inquiries.
- C. No approval of any application for progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Work or the Project by the County, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

END OF SECTION 01 025 APPLICATIONS FOR PAYMENT

SECTION 01 027 – UNIT PRICES

1. DEFINITIONS AND STANDARDS

- A. The Unit Prices described in Section 3.3 and tabulated in Section 3.5 of the RFP have been established and shall include the following:
 - 1. The furnishing of all management, supervision, submittals, installation, labor, materials, tools and equipment.
 - 2. Complete coordination of the work in each Unit Price's scope of work with the work of all other trades, regardless of whether these trades are in the employment of the Contractor, a separate contractor, or of the County or the Construction Manager.
 - 3. Although such work may not be specifically indicated, the furnishing and installation of all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
 - 4. Each Unit Price shall be considered subject to all terms and conditions of the Contract and all applicable sections of the Technical Specifications.

2. ACCEPTANCE AND INCORPORATION OF UNIT PRICES

- A. The County reserves the right to accept or reject any and/or all of the Unit Prices. Unit Prices shall remain valid for a period of ninety (90) days from the date of bid. Unit Prices may be awarded after award of the Base Contract, and if so, shall be incorporated into the Contract by change order.
- B. The Contractor agrees that if the quantities of work change from the estimated quantities provided herein, the Contract Sum will be adjusted by an amount equal to the net difference of quantities multiplied by the agreed upon Unit Price. The Unit Price for additions to the estimated quantity shall be the same as that for deductions.
- C. The Contractor is advised that the quantities used for the basis of the Unit Prices are estimated and the actual quantities may vary significantly from the estimates. Unit Prices shall not be adjusted regardless of the difference between the actual and estimated quantities.
- D. The calculations for determining the number of actual units of work shall be based on actual surface area, volume, length, hours, or number of individual items, per the Unit Price descriptions, complete in place and accepted or omitted. No additional quantities or costs for waste, loss, breakage, or damage will be allowed.

SECTION 01 040 – PROJECT COORDINATION

1. GENERAL

- A. The Contractor shall become thoroughly familiar with the requirements of the Contract Documents, as well as jobsite conditions and the work of separate contractors (if any), and shall make any adjustments necessary to maintain the Project schedule.
- B. Close coordination will be required by the Contractor with the County, other authorities having jurisdiction, separate contractors (if any), and others having an interest in the Project to assure that all work on the site, access to and from the site, and the general conduct of the operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and property are minimized.
- C. The Contractor and its subcontractors of all tiers shall be subject to such rules and regulations for the conduct of the Work as the County or other authority having jurisdiction may establish.

2. COORDINATION OF THE WORK

- A. The Contractor shall be completely responsible for the coordination of its Work, including the Work performed by its subcontractors of all tiers.
- B. Observation of the Work by the County Project Manager or others shall not be interpreted as relieving the Contractor of its responsibility for the coordination of all Work, superintendence of the Work, or scheduling and direction of the Work.
- C. The Contractor shall coordinate its Work with the work of any separate contractors for proper function and sequence, coordinating material deliveries and staging of same, all to avoid construction delays.
- D. The Contractor shall review material and equipment staging requirements with the County Project Manager prior to placing such materials or equipment on the site.
- E. The Contractor shall conduct the Work so as to provide the least possible interference to the activities of adjacent properties and traffic patterns. Confine operations only to areas where construction or support functions are required. Portions of the site beyond areas in which construction or support functions are required are not to be disturbed.

3. ACCESS & TRAFFIC CONTROL

- A. The Contractor shall maintain free access to all buildings and areas of the site for emergency vehicles, service vehicles, and fire fighting equipment and at no time shall block off or close roadways or designated fire lanes without providing auxiliary roadways and means of entrance acceptable to the County Project Manager, and any other authority having jurisdiction. Fire hydrants shall remain accessible at all times. The Contractor shall provide at least forty-eight (48) hours notice of any changes to such routes.
- B. The Contractor shall be responsible for security of the site until acceptance of the Project by the County. The Contractor shall cooperate with the County Project Manager and any separate contractors with respect to entry into the Project when requested during non-standard working hours.

- C. The Contractor shall coordinate its operations to minimize the impact on vehicular and pedestrian traffic around the site. Operations and traffic control measures shall comply with the requirements of the authority having jurisdiction.
- D. The Contractor shall protect all street pavements, curbs, sidewalks, and other existing infrastructure not intended for demolition or alteration during the course of the Work, and shall repair all parts of same which become damaged.
- E. The Contractor shall be responsible for the cleaning of adjacent and surrounding streets and sidewalks from debris, dirt, mud, or other deleterious materials resulting from operations under this Contract. The Contractor shall immediately clean any such areas as directed by the County Project Manager.

4. EXISTING UTILITIES AND OTHER SERVICES

- A. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Contractor from any damage from any work operations of the Contract, unless or until they are abandoned. If the utilities or services are not abandoned at the time of damage, the Contractor shall immediately repair any damage from its work operations and restore the utilities or services to an equal or better condition than that which existed prior to the damage.
- B. The Contractor and its subcontractors of all tiers shall be responsible for all damage to the Project including any existing buildings and grounds due to its operations under this Contract. Repair or replacement of damaged items shall be to the satisfaction of the County and the County Project Manager.

5. PROTECTION OF FINISHED WORK

- A. The Contractor shall be responsible for protecting its finished Work and materials from damage from any source, and shall maintain such protection until acceptance of the Work by the County. Any damage to finished Work caused by the work operations of this Contract shall be repaired, or such damaged Work replaced, by the Contractor at no additional cost to the County. No exceptions to this policy will be allowed.
- B. The Contractor shall coordinate the proper means by which materials and/or equipment are moved through the construction, ensuring that no structural overloading is allowed and that existing construction is protected from physical damage.
- C. Protect existing trees on the site not impacted by work activities and those on adjacent properties where in close proximity to the Work.

END OF SECTION 01 040, PROJECT COORDINATION

SECTION 01 050 – LAYOUT OF THE WORK

1. PROJECT LAYOUT REQUIREMENTS

- A. The Contractor shall be responsible to accurately establish and maintain all principal lines, grades, and levels for the Work.
- B. Establish a minimum of two permanent bench marks on the site, referenced to data established by survey control points.
- C. Protect and preserve the established control points, monuments, stakes, bench marks, or other datum points. Any control points lost or displaced through the neglect of the Contractor shall be replaced at no additional cost to the County.
- D. Verify the overall and critical dimensions and elevations for the Work prior to commencement of construction. Submit a written statement to the County Project Manager of the acceptance of the location of all existing conditions and previously completed construction, if any, as it relates to the Work of this Contract.
- E. Verify all drawing dimensions and existing measurements at the site.
- F. Verify and maintain layouts during construction operations, using the same methods as were used to establish original layouts.
- G. Maintain a complete and accurate log of control and survey work as it progresses. Indicate all control point locations, with horizontal and vertical data, on the record drawings.

2. QUALITY ASSURANCE / QUALITY CONTROL

- A. The Contractor shall employ qualified personnel to stake out/locate the reference points as needed to properly locate the Work of the Contractor and all subcontractors. Land surveyors and engineers utilized in layout work shall be registered professionals, licensed in the State of Georgia, and acceptable to the County Project Manager.
- B. Provide certification by a registered land surveyor or engineer that elevations and locations of improvements are in conformance with the requirements of the Contract Documents.
- C. The Contractor shall be responsible for transferring all required measurements from the control points to the required locations throughout the Project. If, at any time, the County Project Manager questions the transference of such dimensions, the Contractor shall, at no additional cost to the County, verify the transference of questionable dimensions.

3. COORDINATION

- A. Upon Notice to Proceed, and again prior to commencement of construction, examine the site and the conditions under which the Work is to be performed, and notify the County Project Manager in writing of any discrepancies or conditions detrimental to the proper performance of the Work. The Contractor is not to proceed until any such discrepancies or detrimental conditions are corrected.

- B. The Contractor shall furnish approved copies of all relevant information (shop drawings, diagrams, templates, technical data, etc.) to the County or to separate contractors, as required for coordination with any work of the Project by others.

END OF SECTION 01 050, LAYOUT OF THE WORK

SECTION 01 090 – REFERENCE STANDARDS

1. APPLICABILITY OF STANDARDS

- A. Where reference is made to standards or specifications published by various organizations ("standards"), the Work shall conform to latest edition of such standards as amended and revised in effect at the date of Contract, unless a specific date is indicated.
- B. Where a standard does not provide all information necessary for the complete installation of an item, comply with manufacturer's instructions for installation and workmanship.
- C. Standards when included in the Contract Documents by abbreviations or otherwise, shall form a part of Contract Documents. In the event of conflicts between cited standards and/or the Contract Documents, the more stringent shall govern.

2. ABBREVIATIONS AND ACRONYMS

Abbreviations and acronyms used throughout the Contract Documents refer to associations, institutes, societies and other public bodies who publish standards which are readily available to the public, and to the titles of the standards which they publish. Where such abbreviations or acronyms are used in the Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

3. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

The Contractor shall be responsible when required by Contract Documents, or upon written request from the County Project Manager, to deliver required proof that materials or workmanship, or both, meet or exceed the requirements of a reference standard.

4. COPIES OF STANDARDS

Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

END OF SECTION 01 090, REFERENCE STANDARDS

SECTION 01 200 – PROJECT MEETINGS

1. GENERAL

- A. The Contractor shall schedule and administer project meetings throughout progress of Work where specified and/or required, and shall have the following specific responsibilities:
 - 1. Develop/distribute agenda for meetings
 - 2. Distribute written notice of meetings a minimum of four days in advance of meeting date, where applicable
 - 3. Make physical arrangements for meetings
 - 4. Record minutes of the meetings to include significant proceedings and decisions
 - 5. Reproduce and submit word processed minutes, within four working days after each meeting, to the County Project Manager as requested and keep meeting minutes on file at the project site.
- B. Other County department(s) will be active participants in this project, and their representative(s) shall be invited to all project meetings for which their presence and/or participation is appropriate.

2. PROJECT KICKOFF MEETING

- A. The Contractor's Management Team, including lower-tier subcontractors, shall attend a Project Kickoff Meeting with County's Project Team after contract award and prior to development and/or submittal of project plans. The purpose of this meeting is to ensure a mutual understanding of the roles and responsibilities of each team member and their expectations of each other. Contractor personnel assigned lead responsibility for development of each submittal shall be designated by Contractor and shall attend this meeting. Subcontractor shall submit a schedule/submittal register for submitting each premobilization and preconstruction submittal as required in the specifications.

3. PRE-CONSTRUCTION MEETING

- A. Contractor shall participate in a Preconstruction Meeting, after key submittals, including the detailed project schedule, are approved, with the County prior to site mobilization. Contractor shall provide a schedule for each remaining submittal. The purpose of the meeting is to verify that the Contractor understands project operational requirements and is prepared to start work. Premobilization and preconstruction submittals will be discussed. The meeting will review mandatory contractual, operational, safety, quality, environmental compliance, and project controls prerequisites and/or requirements that pertain to the project and are necessary for compliance with the subcontract documents. **Subcontractor shall also have representatives from key lower-tier subcontractors attend this meeting.** The County will prepare agenda and provide to Contractor 2 days in advance of Preconstruction Meeting. Contractor shall prepare meeting minutes.

4. DAILY ACTIVITY/SAFETY MEETING

- A. The Contractor shall ensure that all personnel attend and participate in Daily Activity/Health and Safety meeting prior to beginning each day's work tasks. Daily work tasks considering requirements of the Contractor Health and Safety Plan should be discussed. Additionally, environmental compliance/waste management (e.g., stormwater control, dust control, odor control, spill reporting and cleanup, and waste management) should be discussed.

5. PROJECT STATUS MEETING

A. Contractor's Project Manager, Quality Representative, and Health and Safety Supervisor shall attend a weekly Project Status Meeting with the County Project Team. Agenda items for the meeting shall include, but not be limited to the following:

- Health and Safety Performance Summary
- Progress/Project Schedule Update
- Project Controls Review
- Action Item Review
- Submittal Register Review
- QC Summaries
- Permit Status
- Requests for Information/Submittal Change Requests and Nonconformance Reports (NCR) Status
- Open Discussion, Comments, and New Business

- B. Contractor shall prepare and present a handout at each meeting. The handout shall include the following:

- Meeting agenda
- Meeting minutes from the previous meeting
- Project schedule that identifies the lower level detail activities that support bid items. The schedule shall include a two-week look ahead and one-week look back.
- Updated Submittal Register (as required)

6. CONTRACT CLOSEOUT PLANNING MEETING

Subsequent to Final Inspection of the work, the Contractor and County shall meet to: (1) identify all outstanding deliverables due under the terms of the contract (contractual and technical deliverables); and (2) establish the time frame(s) for submittal, review, and acceptance of such outstanding deliverables, including invoicing of retainage amounts. The checklist and schedule developed during this meeting will guide the subcontract closeout process through completion.

5. INSPECTIONS

- A. Inspections shall be made of the job progress by other County departments/officials as the occasion warrants and as scheduled by the County Project Manager.
- B. If requested by the County Project Manager, the Contractor shall be prepared to show and explain work completed and progress throughout the Project to the inspection parties.
- C. Inspection parties shall abide by all rules/requirements established at the site.

END OF SECTION 01 200, PROJECT MEETINGS

SECTION 01 310 – SCHEDULING OF THE WORK

1. INTRODUCTION

- A. This Section describes the construction scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements of this Section are:
1. to insure adequate planning and execution of the Work by the Contractor;
 2. to assist the County and Contractor in evaluating the progress of the Work;
 3. to provide for optimum coordination by Contractor of its subcontractors, suppliers and of its Work with the work or services provided by the County or any separate contractors; and
 4. to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work

2. GENERAL SCHEDULING REQUIREMENTS

- A. The Work of this Contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The Contractor shall use one of the following software programs to develop its Detailed Construction Schedule:
1. Primavera Project Planner, latest version
 2. SureTrak Project Manager, latest version
 3. Microsoft Project, latest version (MPX file)
- B. The Detailed Construction Schedule, as defined herein, shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract completion date and interim milestone dates specified. The Detailed Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors or the County. The Detailed Construction Schedule shall anticipate all necessary manpower and resources to complete the Work within the dates set forth.
- C. Once approved by the County Project Manager, the Detailed Construction Schedule will become the Schedule of Record, and will be the basis for coordinating the Work, scheduling the Work, monitoring the Work, reviewing progress payment requests, evaluating time extension requests, and all other objectives listed above. No other schedule will be recognized for this Contract.
- D. The Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The Detailed Construction Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The Contractor shall ensure that Detailed Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- E. When there are separate contractors working concurrently on the Project whose work must interface or be coordinated with the Work of the Contractor, the Contractor shall coordinate its activities with the activities of the separate contractors, and the Detailed Construction Schedule shall take into account and reflect such work by others.
- F. The Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by it so that the progress of construction shall be maintained according to the currently approved construction schedule for the Work. The Contractor shall notify the County Project Manager in writing, and in a timely and reasonable manner, whenever the

Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by the Contractor will be later than the delivery date indicated by the currently approved construction schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

3. DETAILED CONSTRUCTION SCHEDULE

- A. Within one (1) week after the Notice to Proceed, the Contractor shall submit a Detailed Construction Schedule according to the requirements established herein.
- B. The Detailed Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities which are part of the Contractor's construction plan and an accompanying listing of activity's dependencies and interrelationships. The Detailed Construction Schedule submission shall include, but not be limited to, the following information:
 - 1. Project name
 - 2. Distinct, logical and identifiable subdivisions of Work
 - 3. Activities for all aspects of the Work, with durations
 - 4. All start dates, milestones, float and completion dates
 - 5. A tabular report listing all predecessor and successor activities for each activity
 - 6. A legible time scaled network diagram showing the critical path.
 - 7. A listing of the project calendar, indicating the anticipated days of work performance
 - 8. A floppy computer disk, in a form and format acceptable to the County Project Manager, of the Detailed Construction Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule.
- C. Activities and milestones to appear on the Detailed Construction Schedule shall include, but not be limited to, mobilization, monitoring well sampling/ installation, contaminated soil excavation, backfill, grading, tree removal, report preparation, meetings.
- D. Schedule Reports: Schedule submissions will contain the following minimum information for each activity:
 - 1. Activity number, description and estimated duration
 - 2. Anticipated start and finish dates
 - 3. Responsibility for activity
 - 4. The cost loading values for each activity.
- E. The Contractor shall submit, as a part of the data submitted to the County Project Manager, a narrative report indicating the anticipated allocation by the Contractor of the following resources and work shifts for each activity which he proposes to be utilized on the Project:
 - 1. labor resources;
 - 2. equipment resources; and

- F. The County Project Manager shall have the right to require the Contractor to modify any portion of the Contractor's Detailed Construction Schedule, or Recovery Schedule, as herein required, (including cost loading) with the Contractor bearing the expense thereof, which the County Project Manager reasonably determines to be:
1. impractical or unreasonable;
 2. based upon erroneous calculations or estimates;
 3. not in compliance with other provisions of the Contract Documents;
 4. required in order to ensure proper coordination by the Contractor of the Work of its subcontractors and with the work or services being provided by any separate contractors;
 5. necessary to avoid undue interference with the County's operations or those of any utility companies or adjoining property owners;
 6. necessary to ensure completion of the Work by the milestone and completion dates set forth in the Contract Documents;
 7. required in order for the Contractor to comply with the requirements of this Section or any other requirements of the Contract Documents; or
 8. not in accordance with the Contractor's actual operations.

5. COST LOADING

- A. As part of the submission of the Detailed Construction Schedule, the Contractor shall submit a breakdown of the expected value of each of the schedule activities for which payment is required.
- B. The cost breakdown of the Detailed Construction Schedule shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment.

6. UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

- A. Prior to the submission of the monthly progress payment request, or on a date specified by the County Project Manager, the Contractor shall arrange for its Project Manager, Superintendent and necessary subcontractors to attend a monthly schedule meeting with the County Project Manager to review the Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, and shall be prepared by the Contractor in consultation with all principal subcontractors and suppliers.
- B. The progress report of the Contractor shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining duration and/or estimated completion dates for activities currently in progress, and quantities of material installed during the reporting period.
- C. At the monthly schedule meeting a total review of the Project will take place including but not limited to, the following:
1. Current update of the Detailed Construction Schedule
 2. Anticipated detailed construction activities for the subsequent report period
 3. Critical items pending

4. Contractor requested changes to the Detailed Construction Schedule.
- D. The Contractor shall submit a narrative with the progress report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
1. A narrative describing actual Work accomplished during the reporting period
 2. A list of major construction equipment used on the Project during the reporting period
 3. The total number of personnel actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel
 4. A manpower and equipment forecast for the succeeding thirty (30) days, stating such total as to office, supervisory and field personnel
 5. A list of Contractor supplied materials and equipment, indicating current availability and anticipated job site delivery dates
 6. Anticipated changes or additions to Contractor's supervisory personnel.
- E. As part of the updating process, the County Project Manager will calculate, based upon progress data provided by the Contractor and agreed to by the County Project Manager, the value of Work completed based on the sum of the cost loading amounts for all activities, less the amount previously paid. Summation of all values of each activity less the appropriate percent of retainage shall be the maximum amount payable to the Contractor, provided that the Contractor has complied with all requirements of the Contract Documents.
- F. No invoice for payment shall be submitted and no payment whatsoever will be made to the Contractor until the required narrative reports, as defined herein, have been submitted and the Detailed Construction Schedule has been updated.

7. RECOVERY SCHEDULE

- A. Should the updated Detailed Construction Schedule, at any time during the Contractor's performance, show, in the sole opinion of the County Project Manager, that the Contractor is behind schedule for any milestone or completion date for any location or category of work, the Contractor, at the request of the County Project Manager, shall prepare a Recovery Schedule within five (5) days, at no additional cost to the County (unless the County is solely responsible for the event or occurrence which has caused the schedule slippage), explaining and displaying how the Contractor intends to reschedule its Work in order to regain compliance with the Detailed Construction Schedule within thirty (30) calendar days.
- B. If the Contractor believes that all of the time can be recovered within thirty (30) calendar days, the Contractor will be permitted to prepare a Recovery Schedule as set forth below. However, if the Contractor believes it will take more than thirty (30) days to recover all of the lost time, it shall prepare and submit a request for revision to the Detailed Construction Schedule and comply with all of the requirements of a Schedule Revision as set forth in Paragraph 8 below.

- C. The Contractor shall prepare and submit to the County Project Manager a one month maximum duration Recovery Schedule, incorporating the best available information from subconsultants, subcontractors and others which will permit a return to the Detailed Construction Schedule at the earliest possible time. The Contractor shall prepare a Recovery Schedule to the same level of detail as the Detailed Construction Schedule. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
- D. Within two (2) days after submission of the Recovery Schedule to the County Project Manager, the Contractor and any of the necessary subcontractors, suppliers, vendors, etc. shall participate in a conference with the County Project Manager to review and evaluate the Recovery Schedule. Within two (2) days of the conference, the Contractor shall submit the revisions necessitated by the review for the County Project Manager's review and approval. The Contractor shall use the approved Recovery Schedule as its plan for returning to the Detailed Construction Schedule.
- E. The Contractor shall confer continuously with the County Project Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the County Project Manager will direct the Contractor as follows:
 - 1. If the County Project Manager determines the Contractor continues behind schedule, the County Project Manager will direct the Contractor to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the County as provided elsewhere in the Contract Documents; or
 - 2. If the County Project Manager determines the Contractor has successfully complied with provisions of the Recovery Schedule, the County Project Manager will direct the Contractor to return to the use of the approved Detailed Construction Schedule.
- F. In carrying out any approved Recovery Schedule, or whenever it becomes apparent that any critical activity completion date may not be met, the Contractor shall take any or all of the following minimum actions, as may be required, at no additional cost to the County:
 - 1. Increase manpower to put the Work back on schedule.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination which will place the Work back on schedule.
 - 3. Reschedule activities to achieve maximum practical concurrence and place the Work back on schedule.
- G. If the Contractor fails to take appropriate action as required by this Paragraph 7 to recover delays in the schedule, the County Project Manager may take action to attempt to put the Work back on

schedule and deduct the cost of such action from monies due or to become due the Contractor in accordance with the Contract Documents.

8. SCHEDULE REVISIONS

- A. Should the Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the duration of the activities in its Construction Schedule, it shall do so in accordance with the requirements of this Paragraph and the Contract Documents. The approved Detailed Construction Schedule may only be revised by written approval of the County Project Manager as provided herein.
- B. The Contractor shall submit requests for revisions to the Detailed Construction Schedule to the County Project Manager, using a Schedule Revision Form provided by the County Project Manager, together with written rationale for revisions and description of logic for rescheduling work, substantiating that the milestone and completion dates will be met as listed in the Contract Documents. Proposed revisions acceptable to the County Project Manager will be approved in writing and incorporated into the Detailed Construction Schedule.
- C. Requests for revision will be accompanied by evidence acceptable to the County Project Manager that the Contractor's subcontractors are in agreement with the proposed revisions.
- D. The impact of all change orders to this Contract shall be included in the Detailed Construction Schedule.

9. FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the currently approved construction schedule. Float or slack time shown on the currently approved construction schedule is not for exclusive use or benefit of either the County or the Contractor and is available for use by either of them according to whichever first needs the benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work which may arise during performance. The Contractor specifically agrees that float time may be used by the County Project Manager in conjunction with their review activities or to resolve Project problems. The Contractor agrees that there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, delay, impact, acceleration, or change order which only results in the loss of available float on the currently approved construction schedule.
- B. Float time shown on any construction schedule shall not be used arbitrarily by the Contractor in a manner which, in the opinion of the County Project Manager, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the County.

END OF SECTION 01 310, SCHEDULING OF THE WORK

SECTION 01 320 – REPORTS

1. DAILY REPORTS

- A. The Contractor's Superintendent shall prepare and submit Daily Reports throughout the construction phase of the Work. Daily Reports shall be kept in an orderly manner at the site, available for inspection or review when requested by the County Project Manager or the Architect. Copies of Daily Reports shall be accumulated and submitted to the County Project Manager on a weekly basis, on a day to be determined by the County Project Manager. Failure to submit Daily Reports or to comply with the format requirements below is cause for the County Project Manager to retain additional monies due the Contractor from the monthly Application(s) for Payment until such time as the reports have been brought up to date by the Contractor.
- B. Each Daily Report shall include the following information at a minimum:
1. Manpower by subcontractor, trade, and skill level
 2. Weather and temperatures (AM and PM)
 3. List of visitors to the jobsite
 4. Specific work performed with locations
 5. Situations or circumstances which could delay the Work or give cause for a time extension or additional cost
 6. Instructions requested (and of whom)
 7. Major equipment arrival/departure
 8. Total days accrued under the terms of the Contract Documents
 9. Accidents and incidents
 10. Safety issues
 11. Meetings
 12. Other significant events at the jobsite
- C. The Contractor shall take the necessary action required to specifically alert the County Project Manager to items which could result in impacts to the progress of the Work. Such items shall be clearly highlighted in the report.
- D. All Daily Reports shall be clearly handwritten or typed. Poor copies, reports in sloppy or illegible handwriting, or on wrinkled paper will not be accepted.

END OF SECTION 01 320, REPORTS

SECTION 01 400 – QUALITY CONTROL

1. GENERAL

- A. The Contractor shall furnish all labor, materials, tools, equipment and services for quality control of materials, components and systems incorporated or to be incorporated the Work, so as to adequately and acceptably perform the Work as required by the Contract Documents. All testing and inspection, whether required by the Contract Documents; by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction; or whether performed by the Contractor for qualification of materials or its convenience, shall be at the Contractor's expense unless otherwise indicated in the Contract Documents.
- B. The Contractor shall be fully responsible for quality control. The Contractor shall employ an individual on its staff who shall be primarily responsible for ensuring an acceptable level of quality on the Project. This individual shall not be the Contractor's Project Manager or Superintendent.
- C. At any time during the execution of the Contract, the County Project Manager may notify the Contractor that some aspect of quality control is not being correctly performed. If the Contractor fails to respond to a request for quality control surveys or reports, or to a second request for proper preparatory work in an area for the purpose of a test or inspection, including a punch list inspection, the County Project Manager or the County may provide this work and deduct the cost of such work from the value of the Contract.

2. PROCEDURES AND REPORTS

- A. Within (1) week of the Notice to Proceed, submit to the County Project Manager a Quality Control Plan (QCP). The QCP shall include all inspections, testing and documentation requirements to ensure that the final work product meets the requirements of this contract. The Contractors QA Audit/Surveillance Schedule for the project should also be included in the QCP.
- B. Perform, or cause to be performed, all required inspections, sampling and testing of materials and methods of construction, utilizing methods required by the specifications and applicable standards. The Contractor's quality assurance specialist shall observe all sampling and testing and shall review all test results.
- C. Each test to be performed shall have a test procedure which shall include a detailed description of the specific steps which will be taken by the testing technician.
- D. Record all test and inspection results and maintain a complete log of the testing and inspection program. This log shall be maintained for the County Project Manager's review upon request.
- E. Test / inspection reports shall include the following information at a minimum:
 - 1. Project name and number
 - 2. Project location
 - 3. Applicable specification section and paragraph
 - 4. Type of test or inspection
 - 5. Name of testing/inspecting agency (if used)
 - 6. Name(s) of testing/inspecting personnel
 - 7. Date of test/inspection
 - 8. Record of field conditions encountered, including weather
 - 9. Observations regarding compliance
 - 10. Test method used
 - 11. Results of test/inspection
 - 12. Date of report
 - 13. Signature of testing/inspecting personnel

3. PUNCH LIST INSPECTIONS

The preparation of the Work or a portion thereof prior to a punch list inspection shall be solely the Contractor's responsibility. The Contractor shall first verify, and then certify that the Work for which a punch list inspection is being requested is in such a state that it may be easily punched out for acceptance by the County Project Manager and/or the County. Failure to properly prepare the Work for a punch list inspection shall constitute a failure to perform a quality control duty, and the County Project Manager may take appropriate action as defined in Paragraph 1.C above.

END OF SECTION 01 400, QUALITY CONTROL

SECTION 01 500 – CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. INTRODUCTION

- A. The Contractor shall provide all construction facilities and temporary controls throughout the construction period unless otherwise indicated in the Contract Documents.
- B. The Contractor shall pay all costs for providing, maintaining, and removing all construction facilities and temporary controls unless otherwise indicated in the Contract Documents.

2. QUALITY ASSURANCE

All work specified herein shall be performed in a workmanlike manner and shall be in accordance with applicable codes, OSHA regulations, utility company rules and regulations, and other rules and regulations of any other authorities having jurisdiction.

3. JOB CONDITIONS

- A. The Contractor shall establish and initiate use of each construction facility or temporary control at the time first reasonably required for proper performance of Work. Terminate use and remove facilities and controls at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. The Contractor shall install, operate, maintain and protect construction facilities and temporary controls in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.
- C. Conservation: In compliance with County policy on energy/materials conservation, install and operate construction facilities and temporary controls and perform construction activities in a manner which reasonably will be conservative and avoid waste of energy and materials, including water and electric power.

4. TEMPORARY UTILITIES - GENERAL

- A. The Contractor shall provide and pay all costs for temporary utilities, including consumption costs. Do not use utilities of any existing, permanent operations at site.
- B. Make all temporary connections to utilities and services in locations acceptable to the local authorities having jurisdiction. Furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities.
- C. Maintain all temporary utility installations connections and remove them when no longer required. Restore the services and sources of supply to proper operating condition.

5. TEMPORARY POWER DISTRIBUTION

- A. Temporary electrical power service shall be installed and maintained such that power can be secured at any desired point with no more than a 60 foot extension cord.
- B. Service shall be sufficient for the following items:
 - 1. Power centers for miscellaneous tools and equipment used in the construction work, each with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection.
 - 2. Adequate lighting for safe working conditions, provided and maintained on a 24-hour basis. At least 0.25 watts of incandescent lighting per square foot for general use must be installed and maintained in all areas where work is in progress. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.
- C. Regulatory Agency Requirements:
 - 1. The Contractor shall obtain any and all permits required by local authorities having jurisdiction, as applicable to any temporary power work performed.
 - 2. The temporary electrical service shall comply with the National Electrical Code as currently adapted by local authorities, and all other applicable local codes and utility regulations.
- D. Materials
 - 1. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.
 - 2. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads. Use only UL-labeled wire and devices.

6. TEMPORARY LIGHTING

- A. Provide task lighting of sufficient level for installation of the Work if required. If the County Project Manager does not deem the amount of task lighting to be adequate in a given area, the Contractor shall immediately increase the amount of task lighting at no additional cost. Verbal direction from the County Project Manager shall be adequate in this situation.
- B. Lighting for field offices, storage trailers, shops and outdoor work areas shall be provided by the Contractor as necessary.
- C. Outdoor area lighting, in excess of any existing streetlight levels, of any site staging areas shall be provided by the Contractor. This lighting shall be in the form of dusk-to-dawn mercury vapor fixtures. Lighting shall be of sufficient levels to permit security checks of the areas and provide for minimal access, but not sufficient by itself for work activity. If the County Project Manager does not deem the amount of area lighting to be adequate in a given area, the Contractor shall immediately increase the amount of area lighting at no additional cost.

7. TEMPORARY WATER

- A. Water for Construction: Construction water may be provided from available existing water sources or by use of temporary tanks. When connecting to existing water service lines, perform all work according to the requirements of, and obtain any and all permits required by, local authorities having jurisdiction. Remove all temporary installations and equipment upon completion of construction.

- B. Drinking Water: Provide drinking water adequate in quantity, quality and locations for all personnel at the project site. Furnish paper drinking cups and waste receptacles at each drinking water dispensing location.

8. TEMPORARY HEAT AND VENTILATION

- A. The Contractor shall be responsible for providing heating and ventilation where required for satisfactory execution of the Work.
- B. Safe Practices for Portable Heaters:
 - 1. Locate heating units so as not to create a hazard to personnel, stored materials, or work of other contractors.
 - 2. Avoid locating heaters in the vicinity of volatile, combustible, or explosive materials.
 - 3. Ventilate areas occupied by personnel to avoid dangerous levels of exhaust gases and consumption of oxygen.
 - 4. Use heating units bearing UL, FM or other approved label(s) appropriate for application.
- C. Install all temporary heating and ventilation work in a workmanlike manner, and ensure all work complies with rules and recommendations of involved local utility company, if applicable, as well as OSHA requirements.

9. TEMPORARY FIRE PROTECTION

- A. Specific administrative and procedural minimum actions are specified in this Paragraph, as extensions of provisions in the Owner-Contractor Agreement and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Paragraph is intended to limit types and amounts of fire protection required, and no omission from this Paragraph will be recognized as an indication by the County that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents.
- B. Quality Assurance
 - 1. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
 - 2. The Contractor shall also comply with all applicable state, city and local fire codes.
- C. The Contractor shall take all necessary precautions to guard against all possible fire hazards and to prevent damage to any construction Work, building materials, equipment, field offices, storage sheds and all other property, both public and private, in accordance with all fire protection and prevention laws and codes. The Contractor will assume full responsibility for damage caused by fire to construction and building, building materials, equipment and all property, both public and private.

- D. The location of the nearest corporation or public fire alarm box and the number of the local fire department shall be conspicuously posted by the Contractor in its field office and in the construction area.
- C. The Contractor's superintendent in charge of the Work shall review the Project at least once a week to make certain that it adheres to the conditions and requirements set forth herein.
- D. No open fires shall be permitted. The Contractor and its subcontractors will not be allowed to start fires with gasoline, kerosene or other flammable materials. The bulk storage of all flammable liquids shall be located at least 75 feet from any inhabited trailer or office and from the yard storage of flammable building materials. All flammable liquids having a flash point of 100 degrees F or below, which must be brought into any building, shall be confined to the Underwriter's Laboratories' labeled safety cans. Drums containing flammable liquids are to be equipped with approved vent pumps and located per direction of the Construction Manager. Drums with spigots are prohibited for the storage of flammable liquids on the project site.
- E. Welding, flame cutting or other operations involving the use of flame, arcs or sparking devices will not be allowed without adequate protection and shielding. All combustible and flammable material shall be removed from the immediate working area. If removal is impossible, all flammable or combustible material shall be protected with a fire blanket or suitable noncombustible shields to prevent spark, flames or hot metal from reaching the flammable or combustible materials. The Contractor shall provide the necessary personnel and fire fighting equipment to effectively control incipient fires resulting from welding, flame cutting or other operations involving the use of flame, arcs or sparking devices.
- F. Use of only Underwriters Laboratory approved heaters and/or stoves are permitted in field offices or storage sheds and they shall have fire resistive material underneath and at the sides near partitions and walls. Pipe sleeves and covering shall be used where stove pipe runs through wall or roof.
- G. Smoking shall be prohibited around concentrations of combustibles and in particularly hazardous areas. Restricted areas must be plainly marked, with signs posted. No smoking rules must be strictly enforced.
- H. Fire Extinguishers
 1. The Contractor shall provide and maintain in working order during construction, an adequate number of fire extinguishers for use in each area of work. Two (2) fire extinguishers shall also be placed in the vicinity of Contractor's construction office.
 2. In areas of flammable liquids, asphalt or electrical hazards, extinguishers of the 15 lb. carbon dioxide type or 20 lb. dry chemical type shall be provided.
 3. The Contractor shall maintain and shall schedule inspections of all fire extinguishers. Fire extinguishers must be mounted in plain view and sealed, so that operation of the fire

extinguisher will break the seal. In the event a fire extinguisher is discharged or damaged, it shall be removed from service and be replaced with a charged unit.

4. The Contractor shall post warnings and quick instructions at each extinguisher location. The Contractor and all of its subcontractors shall instruct their personnel at the project site, at the time of their first arrival, on proper use of extinguishers and other available facilities at the project site.

10. DEWATERING

Maintain the Project site and all Work free of water accumulation. Dewatering activities shall not infringe upon adjacent properties. Comply with all rules and regulations of authorities having jurisdiction and secure any and all permits required.

11. TEMPORARY ENCLOSURES

- A. Provide temporary enclosures reasonably required to ensure adequate workmanship and protection from the weather and unsatisfactory ambient conditions for the Work, including those enclosures inside which temporary heat is used.
- B. Provide fire-retardant treated lumber and plywood where used for temporary enclosures.

12. TEMPORARY SANITARY FACILITIES

- A. Provide and maintain sanitary toilet facilities for use of all personnel at the project site. Self-contained chemical toilet units may be used.
- B. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code. Separate toilet facilities for men and women shall be provided when both sexes are working in any capacity on the project site.
- C. All sanitary facilities shall be maintained by the Contractor in a safe, clean and sanitary condition at all times.

13. CONSTRUCTION TRAFFIC INGRESS TO AND EGRESS FROM SITE

- A. Routes to Construction Site: The Contractor shall inform and insure compliance of its subcontractors and suppliers regarding the recommended traffic route(s) from major highways to the jobsite. For all traffic off of the jobsite, the Contractor shall coordinate with, and obtain any necessary permits from, appropriate authorities having jurisdiction.
- B. Construction Site Access: All construction traffic, including deliveries of materials and equipment, shall enter and exit the site only by the routes prescribed on a site access and parking plan submitted by the Contractor and approved by the County Project Manager prior to start of construction (see Subparagraph 14.H below).

- C. Cleaning: The Contractor shall take all precautions necessary to prevent the tracking of mud and debris onto paved roads adjacent to the jobsite. The Contractor shall immediately clean any affected area if directed by the Construction Manager. The utilization of wheel wash areas located at all site entrance/exit points is mandatory for all vehicles leaving the site if the tracking of mud or debris onto adjacent streets would result otherwise.

14. SITE ACCESS ROADS AND PARKING AREAS

- A. Provide and maintain vehicular access to and within the site for use by all persons and equipment involved in construction of the Project.
- B. Provide adequate access for emergency vehicles.
- C. Provide and maintain temporary parking areas for use by construction personnel. Do not use any existing parking lots which may exist at existing facilities on the site unless specific authorization is given by the County. If parking needs exceed onsite capacity, provide offsite parking as necessary, as well as transportation to and from the site if distance dictates.
- D. All traffic and parking areas shall be filled, compacted, and graded as necessary to provide suitable support for vehicular traffic under anticipated loadings.
- E. Maintain all onsite traffic and parking areas free of excavated materials, construction equipment, construction materials, debris, snow and ice. Provide for surface drainage for all traffic and parking areas, and implement and maintain dewatering if and as necessary.
- F. Keep fire hydrants, water control valves, and all other utilities requiring possible access free from obstructions.
- G. Provide temporary directional signage as necessary.
- H. Prior to the start of construction, submit to the County Project Manager for approval a complete site access/utilization and parking plan, incorporating the requirements described above.

15. STORAGE AREAS

- A. The Contractor shall be responsible for all onsite and offsite storage of materials and equipment required for the Project. Onsite storage is subject to the review and approval of the Construction Manager.
- B. All combustible or flammable materials shall be safely stored in a secured area in strict accordance with regulations, codes, and laws enforced by local, State, or Federal agencies, whatsoever is the most stringent.
- C. If the County Project Manager, for good reason, directs that any or all materials stored on the site must be removed, the Contractor shall do so within ten (10) days of written notice of same. Stored materials not removed in a timely manner will be removed by the County at the Contractor's expense.

16. TEMPORARY FIELD OFFICE AND TOOL STORAGE FACILITIES

- A. The Contractor shall provide a trailer or other suitable temporary building for a field office, which shall contain office space required for the Contractor's operations, a conference room of suitable size for regular progress meetings, and a separate spare office for a County representative to use when onsite. Ample space shall be provided for storage of all construction documentation. One sign with the Contractor's name may be placed on the trailer.

- B. The Contractor may provide other temporary trailers or buildings for storage and maintenance as required and as space permits.
- C. All field office and storage structures shall be placed or constructed in accordance with the regulations of the local Fire Marshal having jurisdiction.
- D. Field offices and sheds shall be of suitable design, maintenance, and appearance.
- E. The Contractor shall provide power and heat to its field office and to storage sheds if storing climate-sensitive materials or equipment.
- F. The Contractor shall adequately maintain the designated space designated for its field office and storage sheds, including the removal of weeds, debris, and trash.
- G. Temporary field offices and sheds shall not be used for living quarters.
- H. If the County Project Manager, for good reason, directs that any or all field offices or storage sheds on the site must be removed, the Contractor shall do so within ten (10) days of written notice of same. Structures not removed in a timely manner will be removed by the County Project Manager at the Contractor's expense.

17. FIRST AID STATION

The Contractor shall provide and maintain a minimum of one first aid station for its personnel and subcontractors.

18. SECURITY

- A. Neither the County nor any of its agents assumes any responsibility for loss, theft or damage to the Work, tools, equipment and/or construction. In the instance of any such loss, theft or damage, the Contractor shall be responsible to renew, restore or remedy the Work, tools, equipment and construction in accordance with requirements of the Contract Documents without additional cost to the County.
 - 1. The Contractor shall immediately advise the County Project Manager of any theft or damage which may delay the execution of the Work.
 - 2. The Contractor shall furnish the Construction Manager with a copy of any theft report filed with appropriate law enforcement agencies.
- B. Site parked equipment, operable machinery and hazardous parts of the new construction subject to mischief and accidental operation shall be inaccessible, locked or otherwise made inoperable when left unattended.
- C. The Contractor shall utilize specific entrances for material deliveries, equipment deliveries, and worker access to the construction site as indicated on its site access/utilization plan and approved by the County Project Manager.
- D. The County, as the Project progresses, may establish additional security policies and procedures. The Contractor shall cooperate with the County in implementing such additional procedures.

19. TEMPORARY SIGNAGE

- A. Project Sign: The Contractor shall construct, erect and maintain one (1) 4 foot by 8 foot project sign of $\frac{3}{4}$ inch (minimum) exterior grade plywood, given two coats of paint and mounted securely

on two 4 inch by 4 inch posts set 30 inches (minimum) into the ground. The sign shall be clearly lettered by one skilled in the sign trade with the facility name, address, County logo, names of County Commissioners, the County Manager and other County representatives, Contractor name, major subcontractors' names, and the jobsite telephone number. Locate the project sign as approved by the County Project Manager. Avoid a placement that may inhibit safe entry or exit from the site. Verify sign content with County, through the County Project Manager, prior to procuring and erecting the sign.

- B. No other signs or advertising shall be displayed on the premises without the approval of the Construction Manager, other than the posting of required notices and cautionary signage by the Contractor, and signage on equipment and trailers to designate ownership.

20. TRASH / DEBRIS DISPOSAL

- A. The Contractor shall provide dumpsters sufficient to hold site waste from its operations and that of its subcontractors, and shall remove same from the jobsite on a regular basis.
- B. Debris such as soil waste, concrete, steel, or other bulky items from excavation and/or demolition work not disposed of in dumpsters shall be removed and disposed off-site by appropriate means. Methods of debris removal and disposal shall be reviewed with the Construction Manager.

21. SITE CLEANING

- A. The Contractor shall be responsible for the maintenance of a clean, neat and safe project site. The County Project Manager is hereby placing the Contractor on notice that failure to clean up on a weekly basis will immediately result in the County Project Manager bringing in labor to perform this task and deducting the cost of such measures from the Contract Sum. The County Project Manager shall be the sole authority which shall determine the amounts to be deducted from the Contractor's contract for this type of cleaning.
- B. The Contractor shall assign at least five (5) percent of his own and his subcontractors' work forces to clean-up activities for at least four (4) hours per week, or as deemed necessary by the County Project Manager.
- C. No exceptions to these rules will be allowed. Failure to immediately adhere to all of the County's Project Manager's directions in this regard will result in the holdup of Contractor's progress payments until compliance with these rules are obtained.

22. MISCELLANEOUS CONSTRUCTION FACILITIES

- A. Except as otherwise provided, the Contractor shall provide and maintain all necessary temporary stairs, ladders, ramps and runways to facilitate conveyance of men, materials, tools, and equipment for proper execution of the Work.
- B. All protection and safety barricades, devices, covers, etc., shall be provided by the Contractor as it relates to the safe conduct of his work in accordance with OSHA requirements.
- C. The Contractor shall maintain safe temporary access to the work as construction progresses.
- D. All barriers and barricades shall comply with OSHA or other applicable safety requirements of the Project. All barriers and barricades shall be installed in a manner that will allow for the continued progress of the Work. Installation and removal of barriers, barricades and railings will be monitored by the Construction Manager.

- E. If the Contractor or any subcontractor, who in the course of its work, creates a hazard, it is responsible for providing, at its own expense, all required protection, including all safety barriers, barricades and perimeter protection as necessary.
- F. If any safety protection is required to be temporarily removed during the progress of the Work, it shall be reinstalled at the completion of the specific activity requiring such removal, and in a manner that provides a level of compliance equal to the initial installation.
- G. The Contractor shall enclose all construction areas in such a manner so as to protect the public from injury and in accordance with authorities having jurisdiction
- H. Provide any other types of construction facilities as may be reasonably required for performance of the Work and accommodation of personnel at the project site, including the County's and County's Project Manager's personnel.

END OF SECTION 01 500, CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

SECTION 01 560 – ENVIRONMENTAL PROTECTION

1. GENERAL

- A. Provide all facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with the County's environmental requirements and other regulations controlling construction activities at the Project site.
- B. Definitions:
 - 1. Sediment: Soil that has been eroded and transported by runoff water.
 - 2. Degradable Debris: Debris which can undergo biodegradation or combustion, or which can be dissolved in or suspended by water.
 - 3. Non-degradable Debris: Inorganic debris which will not disintegrate nor dissolve when exposed to moisture or water.
 - 4. Chemicals: Petroleum or cementitious products, bituminous materials, salts, acids, solvents, alkalis, herbicides and pesticides.
 - 5. Waste: Sewage, including domestic sanitary sewage, garbage and trash resulting from food and food packaging.

2. PRODUCTS

- A. General: Products, devices and materials shall be approved by authorities having jurisdiction.
- B. Earth Stabilizer: Rye grass seed, hay, straw mulch, chemical stabilizer or any other device approved by authorities having jurisdiction.
- C. Hay Bales: Type and size as recommended by environmental protection authorities having jurisdiction.
- D. Silt Fence: Type and size as recommended by land disturbance and environmental protection authorities having jurisdiction.

3. ENVIRONMENTAL PROTECTION PROCEDURES

- A. General
 - 1. In the means and methods of construction, and in the coordination and control of the Work at the site, establish and enforce ecological preservation standards which avoid pollution of the atmosphere, waterways and vegetation.
 - 2. Conform to laws, ordinances, restrictions, and rules of governmental bodies having enforcement power in regard to site preservation and erosion control.

3. Prevent droppings of petroleum products, cementitious waste and chemical substances on the ground or into storm, sanitary drains or waterways.
4. The Contractor shall designate one person to enforce strict discipline on activities related to generation of wastes, pollution of air/water, generation of noise and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of the Project site.

B. Noise Control

1. Provide mufflers on combustion engine powered equipment to minimize noise.
2. Blasting is strictly prohibited without written permission from first the County Project Manager and then all applicable State and Local regulatory agencies.

C. Water Control

1. All pumping, bailing, or well point equipment necessary to keep excavations free from the accumulation of water during the entire progress of the Work shall be the responsibility of the Contractor.
2. Provide all pumping necessary to keep excavations free from water.
3. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of all public authorities having jurisdiction.

E. Dust Control

1. Effectively confine dust, dirt and noise to the actual construction area(s) until Substantial Completion of the Work.
2. Clean up operations shall be by vacuuming, wet mopping, wet sweeping, or wet power brooming. In sandblasting operations, if any, confine the dust.
3. Use wet-cutting methods for cutting concrete, asphalt, and masonry. Do not shake out bags containing cement, lime, and other dust-causing substances.
4. Do not leave areas of disturbed earth unworked for long periods of time. As the earth is disturbed, continue the work to achieve temporary or permanent earth stabilization promptly.
5. Keep dust down at all times, including non-working days, weekends and holidays. Temporary methods consisting of water sprinkling or similar methods will be permitted to control dust. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.
6. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

F. Snow and Ice Removal

1. Arrange for removal of snow and ice in and about the premises, as necessary to conform with local regulations and as necessary on and about the site and the Work to permit safe access to continue or perform work.
2. When performing work under exposed conditions, remove snow and ice for the protection and execution of the Work.

G. Controls During Excavation

1. Perform earth moving in such phases which minimize the area extent of exposed land.
2. Control the rate of water runoff by diversion ditches, benches, berms and other earth-formed shaping so the rate of flow is retarded and silting minimized. Reshape and restore conditions showing evidence of earth erosion without delay.
3. Stabilize disturbed earth with temporary seeding or temporary mulching, or other effective temporary means, such as a stabilizing sprayed application or anchored netting.
4. Establish and enforce the use of tarpaulin-covered dump trucks and avoid overfilling so that spillage of earth and other matter into highways and streets does not occur.

H. Vermin Control: Control vermin during the construction period. If vermin are encountered, notify County Project Manager prior to providing extermination arrangements if necessary.

I. Disposal of Debris, Chemicals and Waste

1. Dispose of debris, chemicals, and waste off the site in compliance with Federal, State and local laws and regulations.
2. Collect and contain materials before disposal by means which prevent contamination of air, water and soil.
3. Store chemicals in watertight containers.
4. Degradable debris, not contaminated by chemicals, e.g., leaves, tree limbs, twigs and logs, may be shredded on site and used as mulch. Exclude paper, cementitious waste, and material which could cause contamination of waterways. Non-degradable and degradable debris in excess of the above shall be disposed of off the site.
5. Do not burn materials on the site.

J. Clean-Up and Restoration of the Site

1. Maintain the site in good order through periodic pick up and clean-up of construction waste and wind-borne trash. Dispose of all waste and trash in tightly covered containers and schedule regular removal of trash and waste from the site.
2. Existing sitework damaged during construction shall be restored to pre-existing conditions as verified by the County Project Manager.

- K. Damage from Storms: Secure the site to avoid damage to the Work and stored materials, as well as damage to adjacent property.

END OF SECTION 01 560, ENVIRONMENTAL PROTECTION

SECTION 01 610 – MATERIAL & EQUIPMENT HANDLING

1. GENERAL SUMMARY

- A. Deliver, handle and store materials and equipment in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration and loss, including theft. Provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged or sensitive to deterioration, theft and other sources of loss.
- B. Prior to starting work, the Contractor shall meet with the County Project Manager to determine the use of available areas for site offices and storage.
 - 1. The Contractor shall confine his equipment, the storage of material and the operations of his workmen to limits indicated by the Contract Documents, laws, ordinances, permits or directions of the County Project Manager.
 - 2. Neat and orderly stockpiling of all materials shall be maintained.
 - 3. Materials which require significant amounts of storage space, as determined by the County Project Manager, shall be brought to the site in quantities no greater than required for two (2) weeks work.
 - 4. Delivery of materials shall be scheduled so as not to encumber the site with items which will not be required for a significant length of time.
- C. If at any time it becomes necessary to move material or equipment which have been stored during construction, the Contractor, when directed by the County Project Manager, shall move them to another location without charge.
- D. The Contractor shall not load or permit any part of the site or structures to be loaded with a weight that will endanger its safety.
- E. All costs relating to temporary storage and protection shall be borne by the Contractor or subcontractor requiring such storage and protection. The Contractor shall retain full responsibility for any form of damage or deterioration to stored materials and any form of damage or deterioration caused by materials to surrounding surfaces.

2. EQUIPMENT/MATERIALS HANDLING PLAN

The Contractor shall develop and submit to the County Project Manager for approval, at least ten (10) days prior to the start of construction on the site, a comprehensive equipment/materials handling plan. This plan shall take into consideration the following:

- A. Control delivery of equipment/materials to maintain the construction schedule.
- B. Coordination with any separate contractors.
- C. The County's operation of adjacent facilities, if any.
- D. Provisions for both vertical and horizontal transportation and utilization of equipment/material, if required.
- E. Limitations on space available for storage.
- F. Requirements for handling and mobilization of large equipment.

3. VERTICAL TRANSPORTATION

The Contractor shall be responsible for providing vertical transportation for materials and equipment, if required. Cranes, hoists, conveyors, and other equipment used for this purpose shall be placed/installed and maintained according to applicable codes and regulations of authorities having jurisdiction.

4. MATERIAL AND EQUIPMENT REMOVAL

- A. Any required cranes, hoists, conveyors and other equipment mobilized and utilized by the Contractor shall be removed from the site within ten (10) days after completion of the Work.
- B. Upon completion of the Work, or sooner if directed by the County Project Manager, the Contractor shall remove his temporary structures and restore the area(s) to pre-existing conditions.

5. PASSAGE OF MATERIALS AND EQUIPMENT

- A. Establish passage clearances required to deliver and install materials and equipment as approved by the County Project Manager.
- B. In lieu of altering structures to provide passage of materials and equipment, provide materials and equipment that can be disassembled, brought into the site, and reassembled.

END OF SECTION 01 610, MATERIAL & EQUIPMENT HANDLING

SECTION 01 700 – PROJECT CLOSEOUT

1. GENERAL REQUIREMENTS

- A. Comply with requirements for administrative procedures stated in the specifications and contract documents in closing out the Work. Closeout procedures are summarized in this Section.

2. SUBCONTRACT CLOSEOUT

- A. At 80 percent completion, Contractor shall transmit to County's Project Manager, a detailed list of incomplete Work items. The list shall detail the incomplete items and provide a detailed forecasted schedule for completion.
- B. At 90 percent completion, Contractor shall transmit to County's Project Manager, an updated list of the remaining incomplete items of work. The list shall also provide a forecasted schedule for completion and be resubmitted to the County Project Manger weekly until all items are completed.

3. DEMOBILIZATION

- A. Contractor shall demobilize once all elements of the work are complete and accepted by County and the following actions are successfully completed, or an acceptable schedule has been established for closeout submittal subsequent to demobilization. Closeout activities shall be closely coordinated with County.
- B. Final Submittals
 - 1. Contractor shall finalize and submit Record Documents in accordance with Specification Section 01720 for review and acceptance by the County.

Final Inspection

- 1. Contractor shall submit a Final Inspection Request, which is written notification sent to the County Project Manager stating that all Work, including final submittals and cleanup, are complete and ready for Final Inspection. The notification shall be submitted a minimum of three workdays in advance of the requested inspection. If County's Final Inspection determines all Work is complete, the County will document completion on the Final Inspection Report and forward the report to Contractor. If County's Final Inspection determines that Work is incomplete, items are missing or require rework, the County will document the deficiency on the Final Inspection Report, and generate a Final Inspection Punch List. The Punch List will identify incomplete work, missing items, and items requiring rework, and will be forwarded to Contractor for resolution. Upon Contractor completion of rework, written notification requesting follow-up inspection shall be provided to the County. County's inspection does not constitute a waiver of Contractor's responsibilities to completely fulfill its obligations for performance of the contract. Contractor may submit a

request for Final Payment in accordance with the contract terms when all of the following have been completed:

County accepts all subcontract work as complete, including final submittals.

All punch list items have been completed.

Final site cleanup is acceptable.

All Change Orders have been submitted and executed.

All commercial items have been identified and resolved.

END OF SECTION 01 700, PROJECT CLOSEOUT

SECTION 01 720 – PROJECT RECORD DOCUMENTS

1. GENERAL

- A. Definition: Record Documents are defined to include those documents or copies relating directly to performance of the Work. Record Documents show changes in Work in relation to way in which Work was shown and specified by the original Contract Documents, and show additional information of value to County's records, but not indicated by the original Contract Documents. Record Documents include marked-up copies of Drawings, Specifications, Field Orders and Change Orders, reviewed copies of Shop Drawings, Product Data and Samples, a final product list, test records, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all. Certain portions of the Contract Documents may indicate specific Record Document requirements which extend the requirements of this Section.
- B. Throughout progress of the Work, maintain and continually update an accurate record of changes in the Contract Documents.
- C. Provide access to all Record Documents for the County's reference and review throughout the progress of the Work.
- D. The Contractor shall deliver Record Documents to the Construction Manager as provided below.

2. MAINTENANCE OF DOCUMENTS

- A. One copy of current Record Documents shall be maintained at the Contractor's jobsite office at all times.
- B. Delegate responsibility for maintenance of Record Documents to one person.
- C. Provide files and racks for suitable storage of documents, and file all documents and samples in a neat and orderly manner.
- D. Protect Record Documents from loss in a secure location. Maintain documents in a clean, dry, legible condition, and in good order.

3. RECORDING OF CHANGES AND OTHER PERTINENT INFORMATION

- A. Record all changes and other pertinent information concurrently with construction progress.
- B. Accuracy of Records: Coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change. The accuracy of records shall be such that future searches for maintenance or analysis purposes may reasonably rely on information obtained from the Record Documents.
- C. Do not permanently conceal any of the Work until changes or other pertinent information has been recorded on the appropriate Record Documents with dimensions from a permanent reference point.
- D. Drawings:
 - 1. Mark the drawing that is most capable of showing actual physical condition, fully and accurately.
 - 2. Mark the location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Indicate all changes of dimension and detail, whether a field change or a directed change. Note Change Order number, Request for Information number, and/or similar identification associated with the initiation of each specific change.
 - 4. Provide Contractor's construction details which may not have been shown on the original Contract Documents.
- E. Specifications:
 - 1. Indicate all field changes and directed changes. Note Change Order number, Request for Information number, and/or similar identification associated with the initiation of each specific change.
- F. Label each Record Document "Project Record" in neat, large letters. This label shall appear in the same location on every record drawing.

4. SUBMITTAL OF RECORD DOCUMENTS

- A. The Contractor shall furnish a minimum of two sets of all Record Drawings for review by the County Project Manager.
- B. Submittals will be reviewed for adequacy only and returned with comments, if any, to the Contractor.

- C. The Contractor shall incorporate all review comments into the Record Documents.
- D. After incorporation of review comments in the Record Documents, the Contractor shall submit the following as a final submittal:
 - 1. Drawings: one (1) mylar reproducible set (full-size, reverse reading, 3 mil thick) and three print sets of final marked-up drawings.
 - 2. Documents: two (2) sets of final marked-up specifications.
- E. The final submittal shall include a transmittal letter containing the date, Project name and number, Contractor's name and address, title and number of each Record Document, certification that each document as submitted is complete and accurate, and the signature of the Contractor or of its authorized representative.
- F. All revisions to and final submittal of Record Documents shall be completed to the acceptance of the Construction Manager and the County prior to Final Completion of the Work and final payment.

END OF SECTION 01 720, PROJECT RECORD DOCUMENTS

SECTION 01 800 – SAFETY, HEALTH & LOSS PREVENTION PROGRAM GUIDELINES

SAFETY POLICY STATEMENT

It is the policy of Fulton County to establish a comprehensive accident and loss prevention process for all Capital Projects implemented by Fulton County or its agents.

The goals of this comprehensive accident and loss prevention process are as follows:

- To prevent personal injury, property damage, and injury to the public.
- To implement safety and loss prevention processes as critical elements in the complete design and construction process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have the Contractors partner with Fulton County in the implementation of a Safety and Loss Prevention Process and Owner-Controlled Insurance Program (OCIP) to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in design and construction projects. The Contractor is required to develop and submit a comprehensive project safety and health program and health and safety plan for acceptance by Fulton County prior to Notice to Proceed. The Contractor is required to implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents.

The Contractor and other entities placed under contract with Fulton County will be obligated to implement, adhere to and enforce this Policy. The safety and health of the Contractor's employees, Sub-Contractors, and the public are the sole responsibility of the Contractor. The County may use and direct designated Representatives to implement and enforce this policy. **Failure of the Contractor to comply with this policy or any Safety related obligations may be grounds for contract termination.**

Safety Professionals, Fulton County's designated Representative and Insurance Carrier will periodically inspect all Fulton County construction projects to identify safety hazards and make recommendations to resolve the issues. Contractor will be responsible for abating the identified issues in a timely manner, and submitting written description of corrective action within 48 hours to Fulton County designated Representatives. Failure to bring timely resolution to the issues may result in work stoppage at Contractor's expense.

Prior to commencing work under this contract, Contractor's Project Manager and Project Superintendent shall attend a Pre-Construction Meeting and Safety Pre-Planning meeting to address insurance and safety issues/requirements.

CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 NOT USED

2.0 REFERENCES

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractor's and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local). Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

4.0 PROCEDURE

- 4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the general public.

- 4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification. Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that prohibits the use, transportation, sale and possession of these materials.
2. Disciplinary action plan for violations
3. Any treatment or reinstatement/reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

6.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband
5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes.

7.0 EMERGENCY PROCEDURES/GUIDELINES

- 7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury

3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
5. Public demonstrations
6. Bomb threats
7. Flood, Wind, Lightening, Hail
8. Terrorists Threats
9. Work place violence

7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program/Health and Safety Plan submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative, the OCIP Administrator, and the Insurance Carrier immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

- 8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff and Insurance Carrier.
- 8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
- 8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the

news media through the County's designated Representative and the County's Information and Public Affairs Office.

- 8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information on a worker's compensation 1st Report of Injury. This report shall be submitted to the Insurance Carrier within 24 hours of the incident.
- 8.5 A written accident investigation report containing the following information as a minimum must be forwarded to the Fulton County's designated Representative and OCIP Administrator within 24 hours of incident.
1. Company Name
 2. Location
 3. Date and Time of incident
 4. Description of incident
 5. Names of all parties involved and all witnesses
 6. Corrective action(s) taken to prevent recurrence
 7. If the incident involves injury or illness, the following information must be provided:
 - (1) A medical description of the injury or illness
 - (2) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
 - (3) If the public is involved, information about treatment and treatment location.
 8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

9.0 JOB SAFETY ANALYSIS

- 9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.
- 9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.

- 9.3 The Contractor must maintain a file for all job safety analysis forms, which is accessible for review.

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self Auditing Requirements

10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.

10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative. This audit will be routed to Fulton County's Insurance Carrier for review and comment and then filed in the Construction Project files.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The Contractor must notify the Fulton County designated Representative whenever an OSHA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.

10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative. Copies must be forwarded to the Insurance Carrier.

10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative and/or Insurance Carrier loss control staff. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

10.4.2 After this review the findings may identify areas needing improvement.

- 10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.
- 10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed in a meeting with the OCIP Administrator, Fulton County's designated Representative, and the Insurance Carrier loss control staff. A written action plan to address the Contractor's performance issues may be developed.
- 10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

- 11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

12.1 Employee Training

- 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Sub-Contractor employees and competent persons working on the site including any required craft training.
- 12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
- 12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
- 12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-

English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.

- 12.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project site.

12.2 Equipment Certification and Inspection

- 12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.
- 12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

13.1 Return to Work Policy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

13.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal. It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product-warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

13.4 Personal Protective Equipment(PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner. PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 85 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
- Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals or media containing hazardous substances.
- Respirators are required when employees maybe exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- Long pants are required.

13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets OSHA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

13.7 Electrical Tools, Equipment, and Systems*

- The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA.
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation. Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

13.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub-Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than 6 feet such that employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

13.10 Scaffolding*

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926.451 and ANSI A10.8. Some program elements include but are not limited to

- User training for all employees who may use scaffolds
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding.
- Daily inspection by competent person. Must implement daily tag system to document inspection.
- Must have engineering approval for scaffolds above 100 feet in height.
- Must be able to document competent person credentials.
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

13.11 Cranes And Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the

applicable OSHA and ANSI/ASME.

- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by OSHA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use Of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

13.13 Personal Lifts With Articulating Booms (Jlg) And Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

13.14 Ladders*

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.
- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

13.15 Tools And Equipment*

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

13.16 Compressed Gas Cylinders*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be store separately or separated by a ½ hour rated firewall.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, And Cutting*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation And Housekeeping*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean up and trash and debris removal.

13.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents.

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways

- 16.4 Protection of the public from over head and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

Section 01 800, Exhibit A - Job Safety Analysis Worksheet Example and Information

Job Safety Analysis/ Job Pre-Planning Worksheet

Job Name and #:		Completed By:	
Date:		Phase/Operation:	
Task	Hazard	Control	

PRE-OPERATIONAL PLANNING

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 disposed of?)

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 deenergized?
- 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

- 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. Start Up.

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 into basement excavation")
 - 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 COMMUNICATION 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

**END OF SECTION 01 800, SAFETY, HEALTH & LOSS PREVENTION PROGRAM
GUIDELINES**

SECTION 02 210 – EXCAVATION OF CONTAMINATED SOIL

1. GENERAL

- A. This section contains requirements for the excavation of contaminated soils.
- B. Other County department(s) will be active participants in this project, and their representative(s) shall be invited to all project meetings for which their presence and/or participation is appropriate.

2. SUBMITTALS

- A. Submit for approval, prior to commencing the work, an Excavation Work Plan for contaminated soils which shall include at least the following:
 - 1. Sequence of work which addresses excavation sequence, utilities, Contractor surveys and inspections
 - 2. Designation of authority, responsibility, and duties of competent person
 - 3. Stormwater and erosion control methods
 - 4. Material staging and stockpiling needs
 - 5. Decontamination methods
 - 6. Excavation and hauling equipment
 - 7. Dewatering methods and equipment
 - 8. Methods, equipment, and materials that will be used to protect wells
 - 9. Method for marking wells designated to remain
 - 10. Methods for protecting employees in excavations
 - 11. Manufacturer's Information
 - 12. Submit Manufacturer's information on soil rolloff containers to be staged on-site for potential storage of contaminated soil if applicable
 - 13. Method for locating utilities if applicable

3. EXCAVATION

- A. Provide necessary labor and equipment to excavate soils to lines and grades as described in the Scope of Work and as shown on project figures.
- B. Perform work in accordance with Occupational Safety and Health Standards for the Construction Industry 29 CFR Part 1926, Subpart P-Excavations

3. SURVEYING

- A. Contractor shall perform pre-excavation topographic surveys of the excavation area and location surveys of utilities if required prior to starting excavation work.
- B. Contractor shall notify County Project Manager in writing of the completion of the pre-excavation survey prior to excavation.

- C. Conduct grade checking and surveying as necessary to perform the work. Contractor will perform surveying required to verify that excavations meet design requirements.
- D. Contractor will perform post-excavation topographic survey of the excavated area after written notification to the County Project Manager that excavation is complete.
- E. If excavation is not complete to design excavation limits (RRS met as a result of confirmatory sampling), the Contractor will continue excavation and post-excavation surveys until the design excavation is complete, this additional work will be performed at the Contractor's expense.

4. UTILITIES

- A. Prior to commencing excavation the Contractor shall locate existing underground utilities. Known existing utilities, if present, are shown on Fulton County GIS. Locations are approximate and depths are unknown.

5. TRANSPORTATION

- A. Transportation of contaminated soil off site shall be in compliance with Federal, State and local laws and regulations.

6. DECONTAMINATION

- A. Contractor shall implement decontamination of equipment and haul vehicles as required to ensure that contaminated soil is not spread to other portions of the site (see Section 01560)

7. REMEDIATION WASTE MATERIAL MANAGEMENT AND DISPOSAL

- A. Contractor shall manage and dispose of Remediation Waste Material in accordance with Section 01560.

8. STORMWATER CONTROL

- A. Contractor shall manage stormwater during all work activities in accordance with industry methods and best management practices as not to impact existing water bodies, adjacent properties, etc. (see Section 02270).

9. PROTECTION OF EXISTING MONITORING WELLS

- A. Maintain existing protective bollards/concrete pads around wells not impacted by excavation.
- B. The Contractor shall repair, if applicable, or replace existing wells that are damaged by the Contractor or removed during excavation.

- C. Flag or mark the location of wells to remain using high visibility markers (safety yellow or safety orange).

END OF SECTION 02 210, EXCAVATION OF CONTAMINATED SOIL

SECTION 02220

BACKFILL AND GRADEFILL PLACEMENT

1. GENERAL

- A. This section includes information on backfilling contaminated soil excavations and final grading.
- B. Related Section: Section 02 270, Erosion Control.

2. SUBMITTALS

- A. Submit for approval, prior to commencing the Work a Backfill Work Plan. The Backfill/Grading Work Plan shall detail placement methods and include at least the following:
 - 1. Methodologies and equipment that will be used to place and compact backfill and perform grading.
 - 2. Stormwater controls during placement of backfill
 - 3. Grade checking methodologies during backfill and grading
 - 4. Methods, equipment, and materials that will be used to protect wells during filling operations
 - 5. Borrow Area operation methods (including haul vehicles and equipment used at the borrow area)

3. BORROW MATERIAL

- A. Contractor shall obtain "certified clean borrow" material for backfill from a County-specified site.
- B. Contractor shall adhere to borrow site rules and regulations when obtaining borrow material. County Project Manager will assist in the coordination of borrow operations.
- C. Contractor shall track the amount of borrow material required to backfill/grade the excavated area.

4. BACKFILL

- A. Contractor shall not backfill excavated area prior to receiving confirmation that all confirmatory samples meet or exceed risk reduction standards (RRS).
- B. Contractor shall place backfill in layers not more than 12" in loose depth for material compacted by heavy equipment, and not more than 6" in loose depth for material compacted by hand-operated tampers.

5. COMPACTION

- A. Compact each layer of fill material at 90% of maximum or relative density.
- B. Moisture condition material prior to compaction if required. Prevent free water from appearing on surface during or subsequent to compaction operations.

6. **GRADING**

- A. Contractor shall finish the surface of all fills (or cuts) to a track-walked uniform surface in accordance with the lines, grades, and cross-sections or elevations.
- B. Remove temporary stormwater control berms or feather into the surrounding grade.
- C. Protect newly graded areas from traffic and erosion; repair settlement or washing that may occur from any of these areas including adjacent transition areas. Blend finished surface within specified tolerances, compact with uniform levels or slopes between points, or between such points and existing grades.

END OF SECTION 02 220, BACKFILL AND GRADEFILL PLACEMENT

SECTION 02 270 - EROSION CONTROL

1. GENERAL

This section covers temporary erosion control required to prevent soil erosion and contain sediment on site, during construction period. Contractors are advised to follow Manual for Erosion and Sediment Control in Georgia, 2002, fourth edition.

2. PRODUCTS

- A. Silt Fence: Filter fabric and posts meeting Georgia D.O.T. Specification Section 171 - Temporary Silt Fence - Type B.
- B. Erosion Control Blanket: Erosion Control Blanket: Popular wood excelsior, double standard, blanket encased in between photodegradable plastic netting. Weight shall be minimum 1.0 pound per square yard and the roll size 4' by 180'. Sod Staples: 6 inch long, steel. Specified product is manufactured by American Excelsior Company. Similar products of other manufacturers are acceptable without prior approval.

3. EXECUTION

- A. Temporary erosion control is considered incidental to all land disturbing operations. The Contractor is responsible for erosion control over the entire site.
- B. Design temporary erosion control measures to control soil erosion at its potential source with downstream sediment barriers used as a backup.
- C. Install erosion control blanket on any disturbed slope 2:1 or greater.
- D. Install sediment barriers prior to site clearing work, at bottom of slopes, around drainage structure inlets and along any adjacent paved areas.
- E. Install ground cover consisting of mulch, polyethylene sheets or grass over exposed soil as required within 2 weeks after disturbance.
- F. Maintain erosion control measures until permanent site construction work is complete and permanent grass is established over disturbed areas. Clean up washouts and repair sediment barriers promptly. Remove accumulated sediment when it reaches mid-height of barrier.
- G. Maintain construction access to roadways by preventing mud from washing or being tracked onto existing paving.

4. EROSION CONTROL BLANKET

- A. Prepare, fertilize and seed area to be covered.

- B. Apply blanket to slope vertically. Upper end shall be buried a minimum of 6 inches below grade.
 - C. Anchor blanket with sod staples in compliance with manufacturers suggested pattern and spacing.
5. **CLEAN-UP AND REMOVAL**
- A. Remove temporary erosion control measures including accumulated sediment, and restore affected areas after approval by County Project Manager.

END OF SECTION 02 270, EROSION CONTROL

