FULTON COUNTY

PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 11RFP031411K-DB

DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER

For

HEALTH & HUMAN SERVICES AGENCY

VOLUME I OF II

Funded in whole or in part by the American Recovery and Reinvestment Act (ARRA) 2009

RFP DUE DATE AND TIME: Monday, April 18, 2011 at 11:00 A.M.
RFP ISSUANCE DATE: Monday, March 14, 2011
PURCHASING CONTACT: Darlene A. Banks, APA at 404-612-7879
E-MAIL: darlene.banks@fultoncountyga.gov
PRE-PROPOSAL CONFERENCE: Wednesday, March 30, 2011 @ 1:00 P.M.
SITE VISIT: Wednesday, March 30, 2011, immediately following Pre-Proposal Conference

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

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

VOLUME I

SECTIONS 1-12

1.0 INTRODUCTION 1-1
1.1 Project Description 1-1
1.2 Background 1-1
1.3 Procurement Process 1-2
1.4 Selection Process 1-2
1.5 Purchasing/Accessing the RFP 1-3
1.6 Subcontracting Opportunities 1-3
1.7 Pre-Proposal Conference 1-3
1.8 Proposal Due Date 1-3
1.9 Delivery Requirements 1-3
1.10 Prohibition on Future Contracts 1-4
1.11 Contact Person and Inquiries 1-4

2.0 INSTRUCTIONS TO PROPOSERS 2-1
2.1 Contract/Definitions 2-1
2.2 No Contact During Procurement Process 2-5
2.3 Clarification & Addenda 2-6
2.4 Term of Contract 2-7
2.5 Required Submittals 2-7
2.6 Proposal Evaluation 2-7
2.7 Disqualification of Offerors 2-8
2.8 Reserved Rights 2-8
2.9 Applicable Laws 2-8
2.10 Georgia Utility Contractor's License 2-8
2.11 General Contractor's License 2-8
2.12 Professional Licenses 2-9
2.13 Insurance and Risk Management Provisions 2-9
2.14 Liquidated Damages 2-10
2.15 Accuracy of RFP and Related Documents 2-10
2.16 Responsibility of Proposer 2-11
2.17 Confidential Information 2-11
2.18 County Rights and Options 2-11
2.19 Cost of Proposal Preparation and Selection Process 2-13
2.20 Termination of Negotiation 2-13
2.21 Wage Rate Requirements 2-13

Section/Page

2.22 Additional or Supplemental Information 2-14
2.23 Reporting Responsibilities 2-14
2.24 Georgia Security and Immigration Compliance Act 2-14
2.25 Authorization to Transact Business 2-15
2.26 Right to Protest 2-15
2.27 Fulton County Project Sign 2-15
2.28 Request for Proposal General Requirements 2-15

3.0 SPECIAL CONDITIONS

3.1 Acknowledgement of Federal Funding 3-1
3.2 Reporting 3-1
3.3 Site Visits 3-2
3.4 Laws 3-2
3.5 Special Conditions 3-4
Special Condition 1 – Buy American Preferences
Special Condition 2 – Civil Rights Act of 1964 Title VI
Special Condition 3 – Lobbying and Influencing Federal Employees
Special Condition 4 – Davis Bacon Requirements
Special Condition 5 – Equal Employment Opportunity
Special Condition 6 – Standard Federal Equal Employment Opportunity Construction Contract Specifications
Special Condition 7 – Termination of Contract
Special Condition 8 – Contract Work Hours and Safety Standards Act Requirements

4.0 PROPOSAL REQUIREMENTS 4-1
4.1 Submission Requirements 4-1
4.1.1 Proposal Submission Date and Submittal Format 4-1
4.1.2 Number of Copies 4-2
4.2 Overview of Proposal Requirements 4-2
4.3 Scope of Work 4-2
4.4 Technical Proposal Format and Content 4-2
4.5 Cost Proposal Format and Content 4-6

5.0 EVALUATION CRITERIA 5-1
5.1 Proposal Evaluation Criteria 5-1

6.0 PROPOSAL FORMS 6-1

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

6.1 Introduction
6.2 Proposal Forms
6.2.1 Form A - Certification Regarding Debarment
6.2.2 Form B - Non-Collusion Affidavit of Bidder/ Offeror
6.2.3 Form C - Certificate of Acceptance of Request for Proposal Requirements
6.2.4 Form D - Disclosure Form and Questionnaire
6.2.5 Form E - Declaration of Employee-Number Categories
6.2.6 Form F - Georgia Security and Immigration Contractor Affidavit/Agreement
6.2.7 Form G - Georgia Security and Immigration Subcontractor Affidavit
6.2.8 Form H – Local Preference Affidavit of Bidder/Offeror

7.0 CONTRACT COMPLIANCE REQUIREMENTS 7-1
7.1 Non-Discrimination in Contracting and Procurement
7.2 Required Forms and EBO Plan
7.2.1 Exhibit A - Promise of Non-Discrimination
7.2.2 Exhibit B – Employment Report
7.2.3 Exhibit C – Schedule of Intended Subcontractors
7.2.4 Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service
7.2.5 Exhibit E – Declaration Regarding Subcontracting Practices
7.2.6 Exhibit F – Joint Venture Affidavit
7.2.7 Exhibit G – Prime Contractor/Subcontractor Utilization Report
7.2.8 Exhibit H – First Source Jobs Program

8.0 INSURANCE AND RISK MANAGEMENT PROVISIONS..... 8-1

9.0 PROPOSAL BOND 9-1

10.0 PAYMENT AND PEFORMANCE BOND 10-1

11.0 EXHIBITS..... 11-1
Exhibit 1 – Required Submittal Checklist
Exhibit 2 – Cost Proposal Form
Exhibit 3 – Davis Bacon Wage Rates
Exhibit 4 - Assurances – Construction Programs

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

12.0 APPENDICES 12-1
Appendix 1 – Adamsville Health Center Renovation and Expansion Feasibility Study
Appendix 2 – Parcel Description and Plat

VOLUME II

00500 Draft Owner - Contractor Agreement
00700-48 Responsibility for Completion, Time of Completion and Liquidate Damages

TECHNICAL REQUIREMENTS

Division 1 - General Requirements

01 010 Summary of Work
01 025 Applications for Payment
01 040 Project Coordination
01 045 Cutting, Coring & Patching
01 050 Layout of the Work
01 090 Reference Standards
01 200 Project Meetings
01 310 Scheduling of the Work
01 320 Reports
01 340 Shop Drawings, Product Data & Samples
01 370 Schedule of Values
01 400 Quality Control
01 500 Construction Facilities & Temporary Controls
01 560 Environmental Protection
01 610 Material & Equipment Handling
01 630 Products & Substitutions
01 680 Equipment & Systems Instruction
01 700 Project Closeout
01 710 Final Cleaning
01 720 Project Record Documents
01 730 Operating & Maintenance Data
01 740 Warranties
01 760 Spare Parts & Maintenance Materials
01 800 Safety, Health & Loss Prevention Program Guidelines

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

Division 2 – Sitework

Division 3 – Concrete

Division 4 – Masonry

Division 5 – Metals

Division 6 – Wood & Plastics

Division 7 – Thermal & Moisture Protection

Division 8 – Doors & Windows

Division 9 – Finishes

Division 10 – Specialties

Division 11 – Equipment

Division 12 – Furnishings

Division 14 – Conveying Systems

Division 15 - Mechanical

Division 16 – Electrical

Division 17 – Special Systems

SECTION 1
INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is seeking qualified firms to provide Design-Build Services ("D/B Services") for the design and construction of the **Oak Hill Child, Adolescent and Family Center located at 2799 Metropolitan Parkway, Atlanta, Georgia 30315**, Fulton County District 6. Design-Builder shall be responsible for furnishing design, engineering and construction services for the satisfactory completion of the Project. This will be a Guaranteed Maximum Price Contract for design-build services.

The County ("Owner") available funds for design and construction of this Project is Six Million Seven Hundred Fifty Thousand Dollars ($6,750,000.00). The cost of the work include all fees, labor and services necessary, including design and engineering, to produce the construction required by the Contract, and all material and fixed equipment incorporated into the construction, shall not exceed this amount.

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

1.1.1 Permits:

Any permits required will be the responsibility of the selected Contractor.

1.1.2 Rights of Way/Easements:

The owner will be responsible for acquisition of any rights of way or easements required for this project.

1.2 BACKGROUND

The Oak Hill Child, Adolescent and Family Center is a well utilized facility that address specific health and social issues. To continue, the facility should be a safe, well-coordinated environment built to foster physically and mentally lifestyles. Fulton County's Health and Human Services agency is proposing the implementation of a comprehensive, evidenced-based service delivery system, the Fulton County Children and Youth Continuum of Care, which includes the Oak Hill Child, Adolescent, and Family Center (Oak Hill) as its core.

The Fulton County Health and Human Services Agency plans to transform the Oak Hill facility to reflect that of a health campus with a focus on reducing health disparities among children and youth by emphasizing health, nutrition, learning, fitness, and recreational activities. The 22 acre site will require extensive renovations and expansions to its physical infrastructure of seven buildings, gymnasium, swimming pool, tennis courts, storage sheds, grounds keeper house and athletic field to support the enhancement of current programs and services and the creation of new programs and services.

The Oak Hill Child, Adolescent and Family Center is located at 2799 Metropolitan Parkway, Atlanta, Georgia 30315, Fulton County District 6. Oak Hill is in the proximity of Interstate 75, 85 and the Cleveland Avenue corridor. Oak Hill is located in Neighborhood Planning Units (NPU) X. There are five neighborhoods in NPU X, which are Capitol View, Capitol View Manor, Sylvan Hills, Perkerson and Hammonds Park.

1.3 PROCUREMENT PROCESS

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

1.4 SELECTION PROCESS

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

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

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

The County may also conduct oral presentations/interviews.

1.5 PURCHASING/ACCESSING THE RFP

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

1.6 SUBCONTRACTING OPPORTUNITIES

Potential Prime Contractors submitting a bid on this project for Fulton County and are seeking Sub-Contractors and/or suppliers can advertise those subcontracting opportunities on the County's website, http://www.fultoncountyga.gov under "Subcontracting Bid Opportunities".

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Wednesday, March 30, 2011 at 1:00 P.M. at The Oak Hill Child, Adolescent and Family Center located at 2799 Metropolitan Parkway, Atlanta, Georgia 30315. A Site Visit will follow immediately after the Pre-Proposal Conference.** Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, April, 18, 2011 at 11:00 A.M. ,** legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 PROHIBITION ON FUTURE CONTRACTS

The County reserves the right to restrict the selected Offeror including its sub-contractor/consultants from providing services for the County during the term of this Contract and any extension thereof in which the Offeror or its sub-contractors/consultants provides Project Management and Construction Management services.

Prime Contractor

The Prime Contractor selected to provide Project Management and Construction Management Services for the Oak Hill Child, Adolescent and Family Center and any team members of the Joint Venture shall not under any circumstances participate in or have involvement in the Design/Build Services for the Oak Hill Child, Adolescent and Family Center.

Sub-Contractor/Consultant

If you are a Sub-Contractors/consultant to the Prime Contractor selected to provide Project Management and Construction Management Services for the Oak Hill Child, Adolescent and Family Center project, you shall not provide design services under any circumstance where a conflict exists or may potentially exist. A conflict is defined as having participated in any manner on a planned project. In these circumstances you shall not propose to work on that project.

Employees

Employees of the Prime Contractor or Sub-Contractors(s) are advised to avoid conflicts. Full disclosure of their involvement in Project Management and Construction Management Services for the Oak Hill Child, Adolescent and Family Center or the Design/Build Services for the Oak Hill Child, Adolescent and Family Center projects shall be made, should they decide to propose on either project independently.

1.11 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Department of Purchasing & Contract Compliance contact person Darlene A. Banks, Assistant Purchasing Agent, 130 Peachtree Street, Atlanta, GA 30303, phone 404-612-7879, fax (404) 893 1745, e-mail darlene.banks@fultoncountyga.gov. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO OFFERORS

2.1 CONTRACT DEFINITIONS

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

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

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

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

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

Calendar Day – every day shown on the calendar.

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

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

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

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

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

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

Contractor – the selected offeror with whom the County executes the Design/Build Contract.

County – Fulton County Government and its authorized representatives.

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

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

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

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

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

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

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

Guaranteed Maximum Price (GMP) – the full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract. The contractor is responsible for cost overruns, unless the GMP has been increased

via formal change order (only as a result of additional scope request from the County, not price overruns, errors or omissions).

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

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

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

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

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

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

Offeror – the entity or individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Owner Available Funds – All references in this RFP to "Owner's Available Funds" shall mean the amount of six million seven hundred seventy five thousand dollars ($6,750,000.00) which is the maximum amount of money available to the Owner for development of the Project. The actual cost of the project shall not exceed the Owner's Available Funds.

Owner's Representative Team – the Owner's Representative Team shall include staff from the following departments; General Services, Public Works, Risk Management and Purchasing & Contract Compliance.

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

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

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

Project – the project is the total construction of the Oak Hill Child, Adolescent and Family Center under a design/build contract.

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

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

Proposal – the document submitted by the offeror in response to this RFP.

Proposal Bond or Guaranty - the security furnished with the proposal to guarantee that the Offeror will enter into a contract if their proposal is accepted by the County.

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

Recipient - Fulton County Government

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

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

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

Scope of Work ("Work") – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials

and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Sponsor – U.S. Department of Health and Human Services (Federal Agency)

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

Sub-Recipient – Contractor, subcontractors, vendors

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

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

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

2.2 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.

2.3 CLARIFICATION & ADDENDA

Offerors may submit requests for clarifications or interpretations regarding this RFP and the Contract. Offerors 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, Offerors are cautioned that if Offerors do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, April 8, 2011 at 10:00A.M.,** local prevailing time. Offerors 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 Offeror 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 & Contract Compliance
Attn: Darlene A. Banks, APA
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: darlene.banks@fultoncountyga.gov
F: 404-893-1745

RE: #11RFP031411K-DB, Design/Build Services for the Oak Hill Child, Adolescent and Family Center

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. Offerors

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 Offerors. 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.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Offeror is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.4 TERM OF CONTRACT

The contract will commence as of the date the contract is executed by the Chair of the Board of Commissioners and attested to by the Clerk to the Commission and delivered to the Contractor.

Completion date shall be two hundred seventy five (275) consecutive calendar days from the issuance of the Notice to Proceed. The contractor shall demonstrate a schedule that supports this deadline which includes but is not limited to the following milestones: site work, foundation, superstructure, building envelope, mechanical and electrical rough-in.

2.5 REQUIRED SUBMITTALS

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

2.6 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 one (1) Health & Human Services staff member, one (1) General Services Department staff member, two (2) Purchasing Department staff members and one (1) Finance Department staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.7 DISQUALIFICATION OF OFFERORS

The submission of more than one (1) proposal to the County as the primary Offeror 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 an Offeror and the rejection of the proposal.

2.8 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 offeror and the County reserves the right to award the contract to the responsible offerors 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 offeror to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the offeror. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.9 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.

2.10 GEORGIA UTILITY CONTRACTOR'S LICENSE (*APPLICABLE)*

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2 (h). Form E1: Georgia Utility License Certification in Section 5, Purchasing Forms must be completed and submitted by the contractor/subcontractor performing the work.

2.11 GENERAL CONTRACTOR'S LICENSE (*APPLICABLE)*

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a Prime Contractor, joint venture partner, or as a Sub-Contractors to a design professional acting as Prime

Contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

2.12 PROFESSIONAL LICENSES *(APPLICABLE)*

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

2.13 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 8 of this RFP.

Bonding Requirements:

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the County and authorized to act as such in the State of Georgia.

b. Such bonds shall conform to the forms provided with the Bid documents and be completed in accordance with the instructions.

c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Offeror, each in an amount not less than the total amount

payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the work.

d. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Alterations, extensions of the time allowed for performance, extra and additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

Proposal Bond or Guaranty – Each proposal must be accompanied by a Proposal Bond/Guaranty in the amount of five percent (5%) of the Design-Build price. The Proposal Bond/Guaranty shall be included in a separate, sealed envelope marked "Proposal Bond/Guaranty". The Proposal Bond/Guaranty Form can be found in Section 8 of this RFP.

Payment & Performance Bond – the Design/Build Company awarded the contract for the project must provide a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Design-Build Price prior to the execution of the Contract. The Payment and Performance Bond Forms can be found in Section 9 of this RFP.

2.14 LIQUIDATED DAMAGES

The performance of the Work within the specified time is essential to the County. The provision which establishes liquidated damages to be paid to the County in the event that the Work is not completed on schedule is located in the General Conditions of the RFP.

2.15 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 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.16 RESPONSIBILITY OF OFFEROR

Each Offeror 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. Offerors are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.17 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Offeror believes is exempt from disclosure, the Offeror 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, Offerors 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 Offeror being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Offerors 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 Offeror may suffer from the disclosure of information or materials to third parties.

2.18 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 Offerors. A Offeror, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by an Offeror 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 Offeror.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Offerors responding to this RFP from further

consideration for this procurement, and to notify such Offerors of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Offeror who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Offerors 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 Offeror(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Offeror.

- 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.

- The County reserves the right to conduct investigations of the Offerors 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, Offerors acknowledge and consent to the rights and conditions set forth in this RFP.

2.19 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 Offeror. In addition, the Offeror shall be solely responsible for all costs (including engineering and legal costs) incurred by such Offeror in connection with this selection process, including any costs incurred by the Offeror 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.

2.20 TERMINATION OF NEGOTIATIONS

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

2.21 WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses

set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

Contractors shall pay the prevailing wages as stipulated by the wage scale(s) which are incorporated in Exhibit 2. Such scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the work site. See Section 3, Special Conditions – Davis Bacon Requirements (29CFR Part 5).

2.22 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.23 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Owner's Representative Team, or designated representative.

2.24 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All Proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verifty.uscis.gov.enroll.

See Section 5, Proposal Forms for declarations and affidavits.

2.25 AUTHORIZATION TO TRANSACT BUSINESS

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

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.26 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.27 FULTON COUNTY PROJECT SIGN

This project will require that a project sign be erected by the selected contractor within 30 days after issuance of the Notice to Proceed. The project sign will be no less than 4'-0" x 8'-0 and the County will require that a project sign is placed at each designated entrance to the project. The County will provide the Contractor with the specifications for the sign.

In addition to the project sign, the County may require there be adequate temporary signage for identifying the project areas, offices, delivery areas, and any other areas the Contractor deems necessary.

2.28 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 Request for Proposal ("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:

   Fulton County Purchasing Agent
   Department of Purchasing & Contract Compliance
   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.

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 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.

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 Sub-Contractors) 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.

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. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3
SPECIAL CONDITIONS FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) PROJECTS

The special conditions set forth in this section shall be incorporated in and deemed part of the Bid and the Contract, as indicated.

3.1 ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publication (written, visual or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement:

"Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA)."

Fulton County Government ("County"), as a recipient of American Recovery and Reinvestment Act ("Act") funds, is legally obligated to meet accountability and reporting requirements under the Act. The County or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statue, regulation, policy or procedure.

3.2 REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. The County, as a prime recipient of Recovery Act funds, must comply with the Recovery Act's extensive reporting requirements, including quarterly financial and programmatic reporting. The County will require quarterly reports from its sub-recipients in order to fulfill its obligation. The sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be available to streamline the process. The sub-recipient agrees to provide the County all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The sub-recipient's receipt of funds is contingent on meeting the Section 1512 reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, sub-recipients receiving Recovery Act funds should be aware of the current Recovery Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to the County via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act.
- Project activity milestones (based on sub-recipient scope of work)

3.3 SITE VISITS

The County and the Federal agency's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems to provide technical assistance, if required. Grantee must provide, and must require its sub-awardee to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

3.4 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. American Recovery and Reinvestment Act (ARRA) of 2009

B. Audits:

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and N0n-Profit Organizations."

Labor and Safety Standards:

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.
Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.
Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

C. Laws against Discrimination which includes but are limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

Age Discrimination Act of 1975, as amended (42 U.S.C.6101-07), which prohibits discrimination on the basis of age;

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, **relating** to nondiscrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rhabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.§§290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statue(s) which may apply to the application.

D. Other:

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements;

Any other requirements required in the Assurance attached as Exhibit 3; and

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Special Condition 1 – Buy American Preferences

The following provisions shall be incorporated in and deemed part of the RFP:

(a) The American Recovery and Reinvestment Act (ARRA) of 2009, states that no funds appropriated for a project for public infrastructure or public works, as defined in the Buy American Act, unless all of the iron, steel, and manufactured goods used in the project is produced in the United States. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (i) steel produced in the United States or (ii) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs 1.2. (i) or (ii) shall be treated as domestic.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

(b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen and suppliers in the performance of this contract. The Federal agency involved may waive these requirements in the following instances:

1. That the domestic materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. That the Federal agency has determined, that domestic preference would be inconsistent with the public interest; or

3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Special Condition 2 – Civil Rights Act of 1964, Title VI (49 CFR Part 21)

The following provisions shall be incorporated in and deemed part of the Contract:

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

1. **Compliance with Regulations.** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

    a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or

    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Special Condition 3 – Lobbying and Influencing Federal Employees (49 CFR Part 20)

The following provisions shall be incorporated in and deemed part of the Contract:

(1) No Federal appropriated funds shall be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Special Condition 4 – Davis Bacon Requirements (29 CFR Part 5)

The following provisions shall be incorporated in and deemed part of the Contract:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting

officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The CONTRACTOR shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior

approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Special Condition 5 – Equal Employment Opportunity

The following provisions shall be incorporated in and deemed part of the Contract:

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however,* that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Special Condition 6 – Standard Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60.4.3)

The following provisions shall be incorporated in and deemed part of both the RFP and the Contract:

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of

employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONTRACTOR during the training period and the CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore along with whatever additional actions the CONTRACTOR may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or female sent by the CONTRACTOR, or when

the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a CONTRACTOR association, joint CONTRACTOR union, CONTRACTOR community, or other similar groups of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in

paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Special Condition 7 – Termination of Contract (49 CFR Part 18.36)

The following provisions shall be incorporated in and deemed part of the Contract:

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any

Special Condition 8 – Contract Workhours and Safety Standards Act Requirements (29 CFR Part 5)

The following provisions shall be incorporated in and deemed part of the Contract:

1. Overtime Requirements.

   No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

   The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

   The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

SECTION 4
PROPOSAL REQUIREMENTS

4.1 SUBMISSION REQUIREMENTS

4.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Monday, April 18, 2011** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #11RFP031411K-DB
Design Build Services for the Oak Hill Child, Adolescent and Family Center
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

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

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP #11RFP031411K-DB
Design Build Services for the Oak Hill Child, Adolescent and Family Center

Proposer's Name and Address

4.1.2 Number of Copies

Proposers shall submit two (2) original(s) of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

4.2 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.

4.3 SCOPE OF WORK

See Volume II, 01 010 Summary of Work

4.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.

- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).

- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Technical Approach/ Detailed Work Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

2. Please provide a summary statement identifying those elements of the detailed Work Plan, which will be accomplished in each phase of design and construction.

3. Describe your approach to managing the Design/Construction interface for this project. Please provide your proposed management organization and describe how this organizational structure will facilitate an efficient flow of information. Describe what processes your firm intends to implement to ensure completion of this project in the time specified.

4. Describe your approach for the design-build process including completion of design, reviews, quality control/assurance for design and construction, and construction methods and materials must be carefully thought out, be clearly feasible and demonstrate a high probability that the work can be accomplished within the time specified.

Section 3 – Project Schedule & Cost Management Control

1. Please describe the process by which your firm will develop and control the design and construction schedule. The selected D/B Contractor will be required to provide a Design and Construction Schedule in electronic format. The D/B Contractor must maintain a revised and up-to-date schedule throughout the project. The D/B Contractor must include updates to the status of the schedule in reports to the County.
2. Please describe the process by which Construction submittals will be handled. The selected D/B Contractor will be required to develop, in consultation with the County, a Schedule of Construction Submittals during the design phase of the project. The schedule shall specify materials, equipment, shop drawings, etc., that will require approval by the County prior to incorporation into the project.

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

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

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____
(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Insert name of Contractor)

(hereinafter called the "Principal") and _____(hereinafter called the

(Insert name of Surety)

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

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

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

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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

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

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

_____(SEAL)

(Principal)

By:_____

Attest:

_____

Secretary

_____(SEAL)

(Surety)

By:_____

Attest:

_____

Secretary

_____

(Address of Surety's Home Office)

_____

(Resident Agent of Surety)

SECTION 5
EVALUATION CRITERIA

5.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Technical Approach/Detailed Work Plan	25%
Project Schedule & Cost Management Control	20%
Project Team Qualifications /Qualification of Key Personnel	10%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	5%
Location of Firm	10%
Disclosure Form & Questionnaire	5%
Cost Proposal	10%
TOTAL POINTS	**100%**

SECTION 6
PROPOSAL FORMS

6.1 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.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

6.2 PROPOSAL FORMS DESCRIPTION

6.2.1 Certification Regarding Debarment

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

6.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

6.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

6.2.4 Disclosure Form and Questionnaire

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

6.2.5 Georgia Security and Immigration Contractor Affidavit and Agreement

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

6.2.6 Georgia Security and Immigration Subcontractor Affidavit

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

6.2.7 Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project.

6.2.8 Local Preference Affidavit of Bidder/Offer

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

FORM A: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 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 statues arising out of the solicitation and submission of bids and proposals;

4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

   a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

   b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

   c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

   d. Falsification of any documents.

i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 61 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 _____, 20__

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: **NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, _____ certify that pursuant to Fulton County Code Section 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 _____, 20__.

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

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

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

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

Form D: **OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

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

2. Please describe the general development of said Offeror's business during the past five (6) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (6) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (6) years with respect to said Offeror. If any answer is yes, explain fully the following:

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

   Circle One: YES NO

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from

engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

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

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (6) years?

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

6. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (6) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

This _____ day of _____ , 20__

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

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

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

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

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-368(f), the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-368(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

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

_____
(FULTON COUNTY BUSINESS ADDRESS)

_____
(OFFICIAL TITLE OF AFFIANT)

_____
(NAME OF AFFIANT)

_____
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 7
CONTRACT COMPLIANCE REQUIREMENTS

SECTION 7
CONTRACT COMPLIANCE REQUIREMENTS

7.1 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.

****Special Instructions for Design/Build Projects****

Design Phase – Prime contractor **must** complete Contract Compliance Exhibits A – F as well as provide an Equal Business Opportunity Plan (EBO Plan) per the directions detailed in this section **at time of proposal submission**.

Construction Phase - Prime contractor **must** complete Contract Compliance Exhibits A – F as well as provide an Equal Business Opportunity Plan (EBO Plan) per the directions detailed in this section **at sixty percent of the design completion stage**.

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 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. (Ex: subcontracting, joint venturing, etc.)

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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.

7.2 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 rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ _____
Title Firm Name

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

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning 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 **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

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

FIRMS' NAME: _____

ADDRESS: _____

TELEPHONE: _____

This completed form is for (Check only 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.**

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

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

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

_____	_____
(Prime Bidder)	**(Subcontractor)**
Signature_____	**Signature**_____
Title_____	**Title**_____
Date_____	**Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for_____
(ITB/RFP Number)

_____
(Description of Work)

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

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

_____

_____

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

_____

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

_____

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

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____:

County of_____:

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

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: $ _____
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) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

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

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

SECTION 8
RISK MANAGEMENT AND INSURANCE PROVISIONS

Insurance and Risk Management Provisions
The Campus at Oakhill (Design-Build)

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$500,000
Employer's Liability Insurance	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 General Aggregate	$1,000,000 $2,000,000
Products\Completed Operation	Aggregate Limit	$2,000,000
Personal and Advertising Injury	Limits	$1,000,000
Fire Damage $100,000	Limits	

To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence $1,000,000
(Including operation of non-owned, owned, and hired automobiles).
Broadened Pollution Endorsement CA9948 and MCS 90

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

5. **PROFESSIONAL LIABILITY** Each Occurrence $1,000,000
(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
Completed Operations: Statute of Repose for state of GA

6. **CONTRACTORS POLLUTION LIABILITY** Each Occurrence $1,000,000
Policy is not necessary of coverage can be provided under the General Liability policy

7. **BUILDERS' RISK:**
To be written on a Builders Risk "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	$1,000,000
Property in Offsite Storage	$1,000,000
Plans & Blueprints	$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	$25,000
Water Damage other than Flood	$100,000
All other Perils	$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) 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. The General Liability Additional Insured language should apply to on-going and completed-operations.

The Contractor agrees to name the Owner (Fulton County) and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent. This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

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

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its 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/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 9
PROPOSAL BOND

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

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

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

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

PROPOSAL BOND

11RFP031411K-DB
DESIGN BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents ($_____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for _____K-DB, Design Build Services for the Oak Hill Child, Adolescent and Family Center a Proposal;

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

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payment Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this

obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

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

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

_____Dollars

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

[SIGNATURES ON NEXT PAGE]

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of 20__.

ATTEST:

_____

PRINCIPAL

_____ BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____

SECRETARY

(CORPORATE SEAL)

_____

SURETY

_____ BY_____

(SEAL)

SECTION 10
BONDING REQUIREMENTS

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

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

PAYMENT BOND

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

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

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

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

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

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

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

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

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

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

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

_____(SEAL)
(Principal)

By:_____

Attest:

_____
Secretary

_____(SEAL)
(Surety)

By:_____

Attest:

_____
Secretary

_____
(Address of Surety's Home Office)

_____
(Resident Agent of Surety)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____

(Insert name of Contractor)

(hereinafter called the "Principal") and _____(hereinafter called the

(Insert name of Surety)

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

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

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

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

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

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

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

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

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

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

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

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

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

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

_____(SEAL)

(Principal)

By:_____

Attest:

_____

Secretary

_____(SEAL)

(Surety)

By:_____

Attest:

_____

Secretary

_____

(Address of Surety's Home Office)

_____

(Resident Agent of Surety)

SECTION 11
EXHIBITS

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

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

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

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked **"Original"**, five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements *Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit*	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Technical Approach/Detailed Work Plan Project Schedule & Cost Management Controls Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	

COST PROPOSAL FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **10RFP062210K-DB, DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER**

Submitted on _____, 2010

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all design and construction services, labor, technical and professional services, materials, supplies, equipment, Design-Builder Fees, Architectural and Engineering Fees, and General Conditions Fees for the satisfactory completion of the Project for a cost not to exceed **Six million seven hundred fifty thousand dollars ($6,750,000.00)**, which amount is hereinafter called the Owner's Available Funds.

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

1. Design-Builder's Fee $_____
2. Architectural and Engineering Services Fee $_____
3. General Conditions Fee $_____

$_____
(Dollar Amount In Numbers of lines 1 - 3)

_____
(Dollar Amount In Words of lines 1 - 3)

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

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

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all

statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda and by examination of the actual site conditions, satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

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

Enclosed is a Proposal Bond in the approved form, in the sum of ($_____)

_____ Dollars according to the conditions of "Instructions to Proposers" and provisions thereof.

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

The Proposer agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **275** consecutive calendar days from and including said date.

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

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

ADDENDUM # _____DATED _____

PROPOSER: _____

By: _____
[Name Typed or Printed]

_____
[Name Signed]

Title: _____

Business Address: _____

_____

_____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

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

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

Name	**Address**

END OF SECTION

General Decision Number: GA100225 01/14/2011 GA225

Superseded General Decision Number: GA20080225

State: Georgia

Construction Type: Building

County: Fulton County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010
6	10/22/2010
7	12/10/2010
8	12/31/2010
9	01/14/2011

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 25.07	12.41

CARP0225-002 07/01/2008

	Rates	Fringes
CARPENTER (including drywall hanging; excluding acoustical ceiling installation and form work)	$ 21.45	6.35

CARP1263-001 07/01/2009

	Rates	Fringes
MILLWRIGHT	$ 22.42	11.95

ELEC0613-014 09/01/2010

	Rates	Fringes
ELECTRICIAN (including installation of temperature controls for HVAC Systems)	$ 29.00	8.09

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: $1.00 per hour additional. Work of a similar nature above fifty (50) feet: $3.00 per hour additional.

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* ELEV0032-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC	$ 35.23	21.785+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-027 07/01/2010

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Hoist and Mechanic	$ 27.13	9.28
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper	$ 23.49	9.28
Crane and Boom	$ 27.13	9.28
Oiler	$ 22.50	9.28

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 24.04	9.86

LABO0515-002 07/01/2008

	Rates	Fringes
LABORER: Common or General	$ 14.22	4.30

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* PAIN0193-011 01/01/2011

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 20.62	8.50

PAIN1940-001 10/01/2009

	Rates	Fringes
GLAZIER	$ 21.00	7.05

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

PLAS0148-001 01/01/2010

TRUCK DRIVER.....$ 12.27 1.56

WATERPROOFER.....$ 10.50 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

EXHIBIT 4

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No.4040-0009
Expiration Date 04/30/2008

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

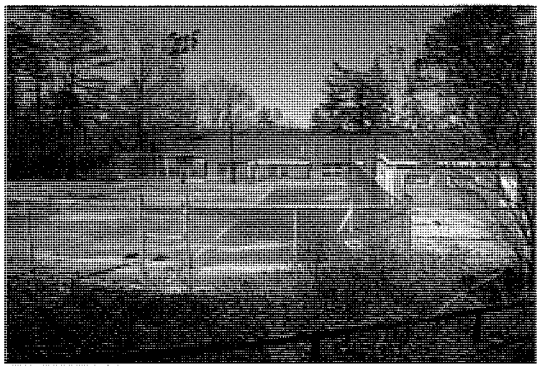
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

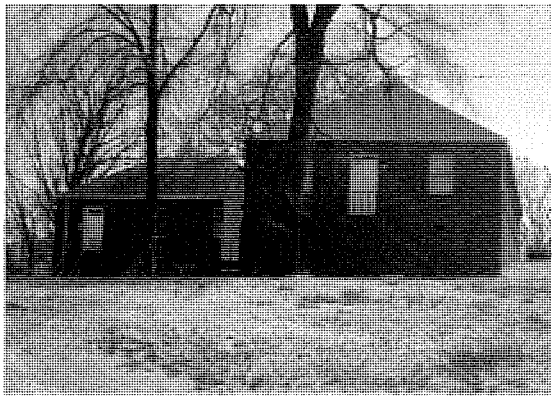
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Completed on submission to Grants.gov Cassandra Rf	* TITLE Chief of Police
* APPLICANT ORGANIZATION Fulton County Police Dept.	* DATE SUBMITTED Completed on submission to Grants.gov

SECTION 12
APPENDICES





COMMON GROUND

FULTON COUNTY

OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER

Renovation Feasibility Study to Support the Children & Youth Continuum of Care

May 2010

Health and Human Services
Planning and Evaluation Division

Table of Contents

1.0 Executive Summary **3**
2.0 Introduction **3**
2.1 Project Definition & Overview 3
2.2 Methods 5
2.3 Geographic Location & Political Boundaries 5
2.4 Facility Management and Hours of Operation 6
3.0 Market Analysis **7**
3.1 Demographic Profile 7
3.2 Market Growth 10
3.3 Center Utilization Data 10
3.4 Challenges Facing the Market 11
3.5 Needs Identified by Community 20
3.6 Target Population 21
4.0 Facilities and Programs **22**
5.1 Facility Size 22
5.2 Existing Site Plan 22
5.3 Programs and Services Offered 24
5.4 Proposed Programs and Services 31
5.0 Outreach and Marketing **37**
6.0 Urban Planning **38**
6.1 Land Use 38
6.2 Transportation & Community Development 39
6.3 Environment 41
6.4 Housing 41
7.0 Financial Analysis **422**
8.1 Project Budget 422
8.0 References and Sources **455**
Appendix A. Fulton Family Care Network Partners **477**

1.0 Executive Summary

The Common Ground initiative, Fulton County's innovative strategy for addressing health disparities in our communities, targets the social determinants of health that are at the root of those disparities. It means rather than just treating the sick or housing the homeless, we address the underlying problems that lead to those conditions and prevent them from occurring.

Because young children have little to no control over the environment in which they live, they are particularly vulnerable to the social conditions that lead to poor health outcomes. Social conditions during this life stage have a strong influence on determining the life path of children. Youth-specific health and social issues should be addressed in a safe, well-coordinated environment built to foster physically and mentally healthy lifestyles. Fulton County's Health and Human Services agency is proposing the implementation of a comprehensive, evidenced-based service delivery system, the Fulton County Children and Youth Continuum of Care, which includes the Oak Hill Child, Adolescent, and Family Center (Oak Hill) as its core.

The Fulton County Health and Human Services Agency plans to transform the Oak Hill facility to reflect that of a health campus with a focus on reducing health disparities among children and youth by emphasizing health, nutrition, learning, fitness, and recreational activities. Oak Hill requires extensive renovations and expansions to its physical infrastructure to support the enhancement of current programs and services and the creation of new programs and services. The General Services Department estimates the cost of the renovations to the 22 acre campus at $10 million. Funding has been identified through Recovery Zone Bonds and through cost savings identified by the Health and Human Services agency. The county will implement an integrated, one-stop approach to youth health and social service delivery, while offering considerable cost savings to the county.

Funding of the continuum will be redirected from funds already committed by the Board of Commissioners to further its goal of improving the lives of children. The FY2010 budget includes approximately $37 million in funds to serve children, adolescents and youth which will be refocused to support this redesigned continuum of care.

The feasibility study presented herein includes an assessment of the market, needs analysis, programs to address unmet needs, a financial analysis along with a renovation and redevelopment plan for Oak Hill. Proposed services will contribute toward a reduction in health disparities among Fulton County youth and improvements in overall health of the population. Considered in its entirety, the project will ensure that Fulton County significantly improves its ability to promote, protect, and ensure the health of its youth.

Zachary L. Williams
County Manager

2.0 Introduction

2.1 Project Definition & Overview

The Fulton County Children and Youth Continuum of Care plan proposes strategies to address the mental and physical health issues of youth, evident at even the earliest stages of life, through addressing the social determinants of health. The Continuum of Care will focus on improved health and social outcomes for youth and a reduction in health disparities through prevention and early intervention. The new service delivery system will make the prevention of emotional and behavioral disorders and the promotion of behavioral health in young people a high priority by focusing on the zero to six year population. At the hub of Fulton's continuum of care is The Oak Hill Child, Adolescent and Family Center facility which will serve as the major entry point for children and youth with needs that must be addressed by tailored treatment or therapeutic interventions delivered by highly-skilled staff in a safe, nurturing environment.

The Fulton County Health and Human Services Agency plans to transform the Oak Hill facility to reflect that of a health campus with a focus on reducing health disparities among children and youth by emphasizing health, nutrition, learning, fitness, and recreational activities. This delivery system will build upon existing mental health programming at Oak Hill and offer new programs and services in response to the needs of youth identified by community assessments and health and social indicator data. A strong focus of this integrated approach to service delivery will be comprehensive diagnostic assessments to ensure that all needs are identified and case management to ensure that youth are linked to the services that address these needs.

While youth-targeted intervention and prevention services will be available at all regional health and human services centers, Oak Hill will be focused on assessing needs and coordinating preventive services solely for youth.

The Health and Human Services Agency has developed a ten-component model for delivery of comprehensive health and social services. As with the regional health and human services centers, such as Neighborhood Union Health Center, the ten-component model will be implemented at Oak Hill.

The ten components of Fulton County's Integrated Care Model are described as follows:

Integration of Service Provision: Service integration is achieved in part through interdepartmental collaboration to combine services that are traditionally delivered separately and offering them at one location. Centralized intake and a standardized referral process are also important elements. Such integration will facilitate access to services that a client might not have otherwise used.

Individualized Needs Assessment: A centralized patient intake process and initial patient assessment tool will be implemented at each center to identify needs of clients upon arrival to the center.

Standard Clinical Services: Primary care, mental health and oral health will be provided at all regional one stop shops.

Needs-Based Services: Each facility will also offer targeted public health interventions and social service programs designed to respond to the particular needs of clients in the community. These needs are identified through analysis of health outcome and social indicator data for the service delivery area. Thus, the types of services and interventions provided at each Center will also vary based upon the specific issues affecting the surrounding community.

Case Management: Collaborative case management with all service providers in each center will be implemented to ensure that the patient needs identified during intake and assessment are addressed appropriately.

Trained Staff: All centers will be staffed by highly skilled, culturally competent professionals. Training is provided on the philosophy of integration and the new processes and procedures.

Partnerships: Strategic partnerships will be established with other entities—both public and private—to enhance the capacity of Fulton County to access and serve clients. Partners bring additional resources and skills to bear that will ultimately broaden the County's scope and breadth in serving its constituents.

Community Outreach/Engagement: Input from the community will be sought through a variety of outreach mechanisms when developing programming. Outreach to community stakeholders such as religious institutions, businesses, and community based organizations will be conducted to solicit the support of these opinion leaders in informing and educating the community about programming and services available at the centers.

Capital Improvements: Create physical infrastructure that will enable the implementation of the integrated care model and support enhanced programming and services.

Program Evaluation: Plans for assessing the effectiveness and quality of services provided will be put in place at each center. This will allow staff to identify processes and methodologies that are not achieving the intended outcomes and make appropriate adjustments to service delivery.

Oak Hill is distinguished from the regional integrated care centers such as Neighborhood Union Health Center by its sole focus on the physical, mental, and social well being of children and youth.

2.2 Methods

The Oak Hill Child, Adolescent and Family Center Feasibility Study provides information about characteristics and needs of the proposed project's target populations, and outlines how the proposed project would be equipped to contribute towards achieving desired health outcomes among Fulton County children and youth. This study defines the need for the redevelopment of Oak Hill and how the project meets the needs of youth.

The project team conducted an analysis of demographic, health, social indicator and economic data available on the youth segment of the Fulton County population. Demographic and needs data were obtained from a variety of sources, including the U.S. Census Bureau, Georgia Division of Public Health, and Georgia Department of Education.

Center utilization data were obtained from the Mitchell and McCormick Medical Information System used by the Department of Health and Wellness. Descriptive health statistics were derived from datasets from State Office of Health Information and Policy in the Georgia Division of Public Health data.

The Health and Human Services Planning and Evaluation Division compiled the management structure, programs, budgets and other technical information from Behavioral Health and Developmental Disabilities (BHDD), Health and Wellness, Housing, Human Services, General Services, Cooperative Extension, the Library and Administrative Services.

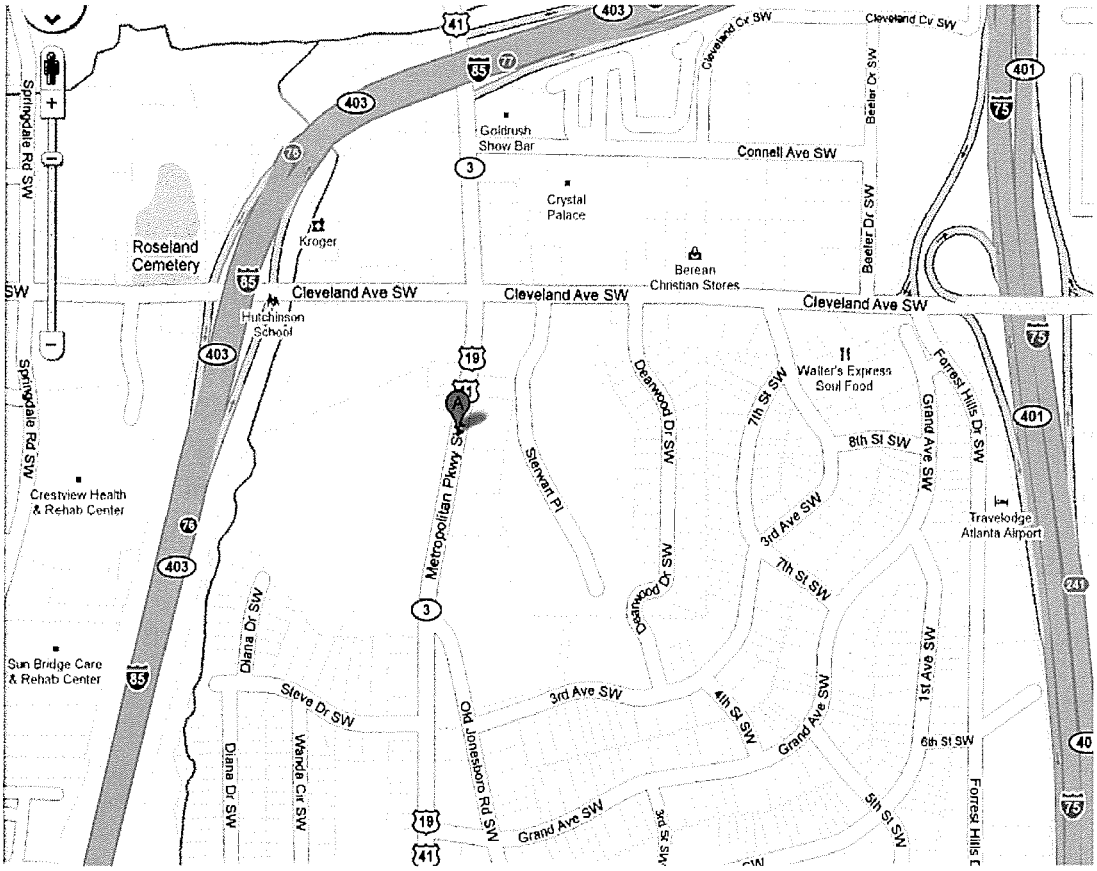
2.3 Geographic Location and Political Boundaries

The Oak Hill Child, Adolescent and Family Center is located at 2799 Metropolitan Parkway, Atlanta, Georgia 30315. Oak Hill is conveniently located in proximity to interstate 75, 85 and the Cleveland Avenue corridor.

The Oak Hill Child, Adolescent and Family Center is located in Neighborhood Planning Units (NPU) X. There are five neighborhoods in NPU X, which are Capitol View, Capitol View Manor, Sylvan Hills, Perkerson and Hammonds Park. Oak Hill is located within the Hammonds Park neighborhood.

In terms of political boundaries, Oak Hill is situated within Commission District 6 and City of Atlanta Council District 12.

Figure 2.1 Location of Oak Hill Child, Adolescent and Family Center, at point A



2.4 Facility Management and Hours of Operation

Fulton County will create a Children and Youth Services Division within the Health and Human Services Agency. The Division Manager will manage the Oak Hill facility and administer all youth related programming for the entire agency.

Hours of operation will be as follows:

Monday	7:00 am-6:00 pm	Thursday	7:00 am-8:00 pm
Tuesday	7:00 am-6:00 pm	Friday	7:00 am-5:00 pm
Wednesday	7:00 am-6:00 pm		

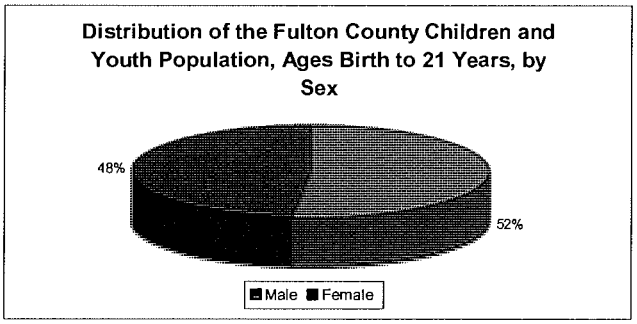
3.0 Market Analysis

3.1 Demographic Profile of Market

The Oak Hill Child, Adolescent and Family Center will continue to serve children, youth and their families who reside throughout Fulton County. Demographic data to describe the Fulton County children and youth population and their families are presented in this section. Population characteristics reviewed include sex, age, race, ethnicity, and socioeconomic-related data.

Census data indicate a youth population of 310,511 in the children and youth population (age group birth to 21 years) in Fulton County (American Community Survey, 2008). The number of males slightly exceeds the number of females within the Fulton County children and youth population ages birth to 21 years. The children and youth population is comprised of 52% (n=160,185) males and 48% (n= 150,326) females.

Figure 3.1



Children under 5 years of age compose 23% (n=72,215) and children ages 5 to 17 years comprise 58% (n=181,198) of the total Fulton County children and youth population. Youth legally considered as adults ages 18 to 21 years compose 18% (n=57,098) of Fulton County's children and youth population ages birth to 21 years. Table 3.1 illustrates the distribution of these children and youth by age range and by sex.

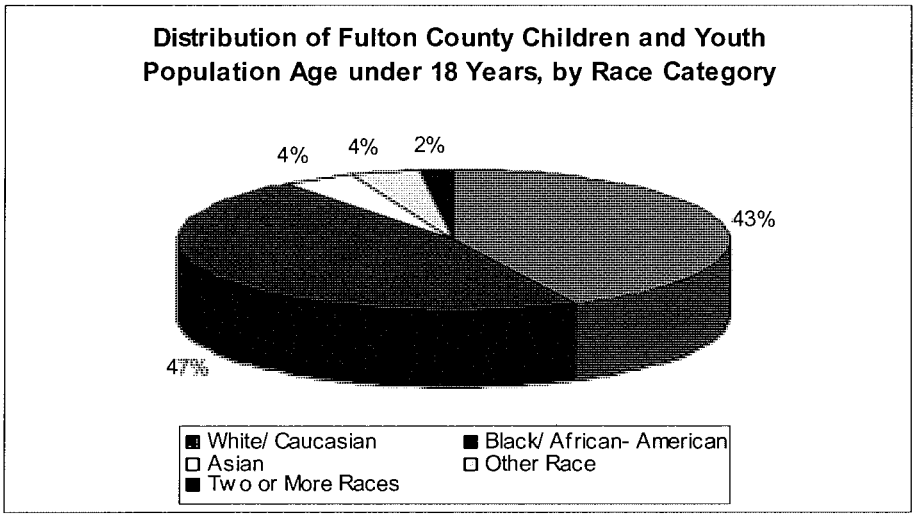
Table 3.1 Fulton County Children and Youth Ages Birth to 21 Years Population, by Age Group

	Male	Female	Total #	% of Child & Youth Population
Under 5 years	37,083	35,132	72,215	23.3%
5 to 9 years	35,650	34,357	70,007	22.5%
10 to 14 years	35,492	34,186	69,678	22.4%
15 to 17 years	21,240	20,273	41,513	13.4%
18-21 years	30,720	26,378	57,098	18.4%
Total	160,185	150,326	310,511	100%

Race Category

Of the Fulton County children and youth age under 18 years, approximately 47% (n=119,209) are Black/African-American, and 43% (n=108,179) White/Caucasian. Four percent of the Fulton County children and youth population age under 18 years are Asian (n=10,417), 4% (n=10,576) are some other race, and 2% (n=4,890) are more than one race (n=15,466). Native American, Alaska Native, Native Hawaiian and other Pacific Islander race categories are not represented in the following chart due to the number of American Community Survey sample cases being too small.

Figure 3.2



On the following page, Table 3.2 describes demographic characteristics of Fulton County children and youth age under 18 years, by race category, by age range, and by sex.

Table 3.2

Black/African-American	Male	Female	Total
Under 5 years	16,999	14,771	31,770
5 to 9 years	16,467	16,654	33,121
10 to 14 years	17,466	15,167	32,633
15 to 17 years	10,913	10,772	21,685
Total	61,845	57,364	119,209

White/Caucasian	Male	Female	Total
Under 5 years	16,378	14,981	31,359
5 to 9 years	14,639	13,802	28,441
10 to 14 years	15,992	15,146	31,138
15 to 17 years	8,889	8,352	17,241
Total	55,898	52,281	108,179

Asian	Male	Female	Total
Under 5 years	1,465	1,472	2,937
5 to 9 years	1,781	1,520	3,301
10 to 14 years	1,344	1,274	2,618
15 to 17 years	868	693	1,561
Total	5,458	4,959	10,417

Other Race	Male	Female	Total
Under 5 years	1,354	2,722	4,076
5 to 9 years	2,035	1,548	3,583
10 to 14 years	362	1,904	2266
15 to 17 years	570	81	651
Total	4,321	6,255	10,576

Two or More Races	Male	Female	Total
Under 5 years	745	1,186	1,931
5 to 9 years	728	833	1,561
10 to 14 years	328	695	1,023
15 to 17 years	0	375	375

Hispanic/Latino Ethnicity

American Community Survey data indicate 84,717 Fulton County residents of all ages who are of Hispanic or Latino ethnicity. Of the total Fulton County Hispanic/Latino population, approximately 35% (n=29,579) are children and youth age under 18 years. The youngest Hispanic or Latino children under five years age comprise over 40% (n=12,159) of Hispanic/Latino children in Fulton County.

Table 3.3 Youth of Hispanic/Latino ancestry by sex, 2008

	Male	Female	Total
Under 5 years	6,199	5,960	12,159
5 to 9 years	4,574	3,567	8,141
10 to 14 years	2,981	3,429	6,410
15 to 17 years	2,022	847	2,869
Total	15,776	13,803	29,579

3.2 Market Growth

As of 2008, the population under 20 years of age in Fulton County was estimated to be 275,376, approximately 28% of the total population of the county. Over the next 10 years this sector of the population is projected to grow by approximately 16%. Preschool age children, ages 0 to 4 years, made up approximately 7% of the county's population in 2008. The number of children in this age group is projected to increase by 11% within the next 5 years and 20% within the next 10 years. This increase translates into an additional 7,800 preschool age children by 2015 and an additional 14,000 by 2020. School age children, between the ages of 5 and 17 years, accounted for 17% of the Fulton County population in 2008. However, in the next 10 years this age group is projected to increase by 16%, growing by more than 26,000 by 2020. Of school age children, the age group with the highest projected growth is children ages 5 to 9 years. By 2015, this group will grow by 10% and by 21% through 2020. This increase in population will result in an additional 6,000 children by 2015 and an additional 12,900 children by 2020.

These trends project that the target population for programs offered at Oak Hill is growing and will continue to grow for the next 10 years. As such the types of services proposed will face increased demand and become more important for the successful future of the youth of Fulton County.

3.3 Center Utilization Data

Utilization data from 2009 convey the demand for programming currently in place at Oak Hill. A total of 1,071 unduplicated children and adolescents were served by Oak Hill programs. Clients currently served by Oak Hill reside throughout Fulton County. The majority (97%) of clients live in the central and southern areas of the county. Less than one percent of clients live in north Fulton, and approximately 2% live outside of Fulton County.

Many programs are offered at the Oak Hill campus by the Department of Behavioral Health and Developmental Disabilities (BHDD) and the Human Service Department's Office of Children and Youth. Table 3.4 presents the number of clients served for all programs at Oak Hill in 2009.

Table 3.4 Clients Served by Services and Programs Offered by or at Oak Hill, 2009

Oak Hill Child, Adolescent and Family Center Programs	Clients Served
In-Clinic Behavioral Health	541
Juvenile Court	177
Sheltering Arms consultative services	537
Fulton Family Care Network-System of Care	356
Therapeutic After-School Program	0
Therapeutic Summer Camp Program	16
Therapeutic Suspension Alternative Program	21
Office of Children and Youth Programs offered at Oak Hill	**Clients Served**
Call to Womanhood	296
Childcare Lottery	166
Global Youth Leadership Program	62
Kinship Care	34
S.T.A.R.T.	62
Teen DADS	32
TLC	54
Youth Commission	16
Youth Leadership Academy	18

3.4 Challenges Facing the Youth Market

No single health, behavior, environment, or social factor alone determines a child's well-being; it is determined by a complex interaction of conditions. This section of the study describes indicators that influence the likelihood that a child will grow up to be a well-educated, economically secure, productive, and healthy adult. The indicators fall within five domains adapted from the Federal Interagency Forum on Child and Family Statistics:

- Economic Circumstances
- Family , Social Environment & Safety
- Educational Attainment
- Risky Behavior
- Health & Health Care

Domain One: Economic Circumstances

The well-being of children greatly depends on the economic circumstances of their families. Compared with children living in families that are not in poverty, children living in poverty are more likely to have difficulty in school, to become teen parents, and, as adults, to earn less and be unemployed more frequently.

Of the total population for whom poverty status was determined (n= 983,529), an estimated 14% (n=137,967) of Fulton County residents are living with incomes below the poverty level. Of those individuals living with incomes below the poverty level, 34% (n=46,706) are children and youth ages under 18. Of the estimated 46,706 Fulton County children and youth living with incomes below the poverty level, 35% (n= 15,936) are young children under five years of age.

Approximately 9.3% of Fulton County families live on incomes below the federal poverty level (American Community Survey 2008). Of these families, 31% have related children under the age of 18. Approximately 47,688 Fulton County children and youth age under 18 years live in households that had received Supplemental Security Income (SSI), cash public assistance income, or Food Stamps in the past 12 months.

Domain Two: Family, Social Environment & Safety

Teen Pregnancy

Bearing a child during adolescence is often associated with long-term difficulties for the mother and her child. Compared to babies born to older mothers, babies born to adolescent mothers they are more likely to grow up in homes that offer lower levels of emotional support and are less likely to earn high school diplomas. For adolescent mothers, giving birth during adolescence is associated with limited educational attainment, which can reduce employment prospects and earning potential. Table 3.5 presents data on adolescent pregnancies and births.

Table 3.5 Adolescent Pregnancies and Births, Fulton County, 2007

Adolescent Pregnancies		
Age Category	**Pregnancies**	**Pregnancy Rate (per 1000)**
Age 10-14	79	2.4
Age 15-17	668	36.1
Age 18-19	1276	85.9
Adolescent Births		
Age Category	**Births**	**Birth Rate (per 1000)**
Age 10-14	40	1.2
Age 15-17	493	26.6
Age 18-19	879	59.1
Repeat Pregnancies		
Age Category	**Pregnancies**	**Percent of Pregnancies**
Age 10-14	10	12.7
Age 15-17	113	16.9
Age 18-19	506	39.7

Intimate Partner Violence

According to the Youth Risk Behavior Survey (YRBS), 15.7% of students surveyed in Georgia have been intentionally injured by a boyfriend or girlfriend. Intimate partner violence is an issue usually discussed as it pertains to adults; however, learning to negotiate intimate partner relationships begins much earlier than adulthood. Escalation of this behavior can result in unwanted sexual intercourse among students. As reflected in the DeKalb County data (data not available for Georgia), 10% of students have been physically forced to have sexual intercourse against their will, 11.7% of females and 8.2% of males. Youth need guidance in negotiating healthy intimate partner relationships, building self-esteem and making correct choices for their sexual health.

Domestic Violence

Children who are victims of child abuse and neglect are:

- 59% more likely to be arrested as a juvenile
- 28% more likely to be arrested as an adult
- 30% more likely to commit violent crimes

In 2008, there were 473 substantiated cases of child abuse and 1,451 substantiated cases of child neglect in Fulton County.

Domain Three: Educational Attainment

High school completion indicates the extent to which students have attained a basic education and are prepared for higher levels of education or the workforce.

According to the Governor's Office of Student Achievement, in 2008, 20% of high school students in Fulton County did not graduate from high school on time. In 2006, 7.3% of Fulton County's students ages 16-19 were dropouts. The high school dropout rate among schools within the Fulton County Public Schools and Atlanta Public Schools Systems ranged from 0.4% to 37.4% for the 2007-2008 academic year. Atlanta Public Schools had a 68.9% graduation rate in the 2008-2009 school year, while Fulton County Public Schools had an 84.4% graduation rate for the same school year.

Domain Four: Risky Behavior

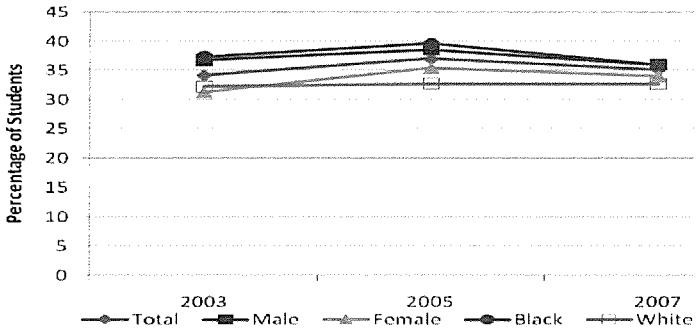
The health outcomes of youth can be influenced by their behavior. Indicators in this section focus on illegal and high risk behaviors.

Alcohol and Other Drug Use

Alcohol and other drug use may be associated with various problems. Purchase and possession of alcohol by minors is a crime, which can lead to legal repercussions. The effects of alcohol on the body of a developing adolescent may have long term cognitive, behavioral and developmental problems, which do not occur in adults.

According to the Youth Risk Behavior Survey (YRBS), 23.9% of Georgia students began consuming alcohol before the age of 13. The percent of students who had consumed at least one drink during the 30 days prior to the survey was 37.7%.

Figure 3.3 Alcohol Use among Middle School Students, Georgia



Drugs other than alcohol being used by students in Georgia are presented in Figure 3.5. The highest percentage of students has used marijuana during their lifetime compared with the other four drugs presented. Lower percentages of females admit to lifetime usage of all of the drugs listed compared to males. Overall, the percent of students admitting to having used these drugs during their lifetime raises a flag to the need for resources to address the underlying reasons youth are turning to drug use. Drug use among youth has been linked to lack of support in the home, a need for acceptance, and a need to escape stressful situations.

Figure 3.4 Marijuana Use among Middle School Students, Georgia

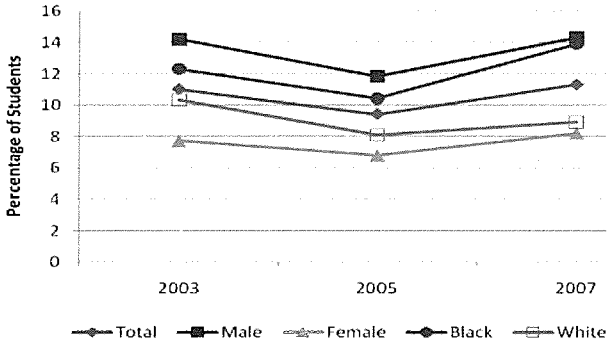
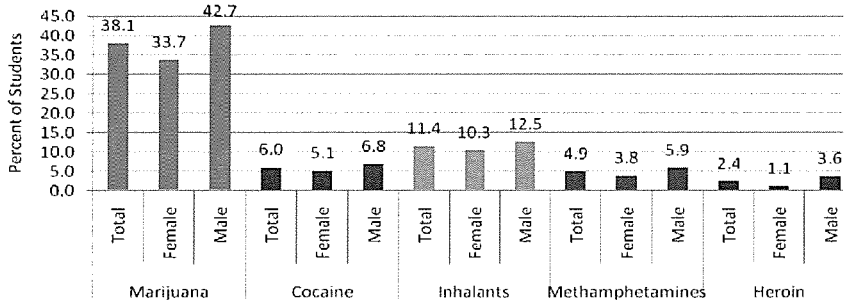


Figure 3.5 Drug Use among High School Students, Georgia, 2007



Tobacco

Nearly all first use of tobacco takes place before high school graduation. Most people who do not start using tobacco when they are teens never start using. According to the American Cancer Society, even though the number of smokers has been declining since 1990, the rate of smoking among teens is still higher than the rate among adults. Among Georgia students, 15% began smoking before the age of 13. Figure 3.6 presents the percentage of middle school students who used tobacco 30 days prior to the survey and Figure 3.7 presents the percentage of high school students who use tobacco and the form in which they use it.

Figure 3.6 Tobacco Use among Middle School Students in 30 Days Prior to Survey, Georgia

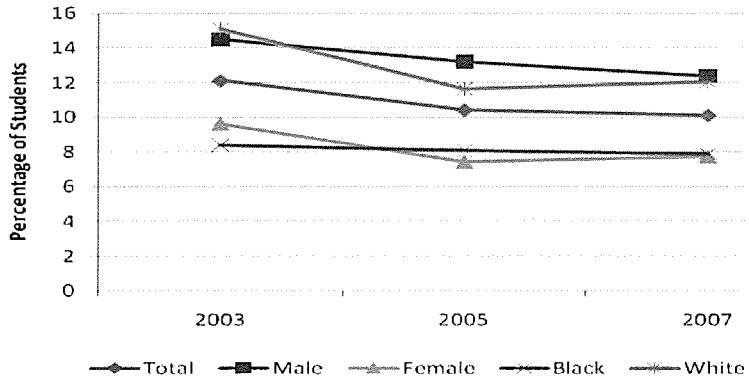
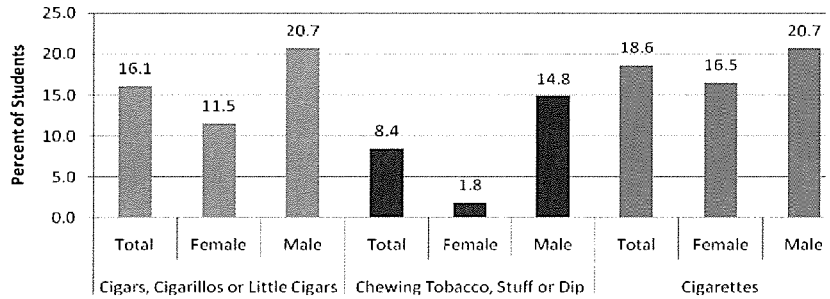


Figure 3.7 Tobacco Use among High School Students, Georgia, 2007



Suicide

Suicidal thoughts and attempts are present among Fulton County youth. There were 110 emergency visits associated with suicide attempts or commissions among Fulton County youth ages one to 19 years in 2007. The majority of these ER visits (n=103) were among youth ages 13 to 19 years. Five suicide-related ER visits in 2007 were among children ages 5 to 12 years. Females comprised a greater percentage of these ER visits, with 64% (n=70) of ER visits comprised by females 36% (n=40) by males.

Nearly 13% of Fulton County hospital discharges during 2007 indicating reason for hospital visit as suicide attempt were among youth ages 13 to 19 years. Among live hospital discharges related to suicide attempts among youth ages 13 to 19 years in 2007, females comprised a greater percentage of patients. Approximately 77% (n=27) of these hospital discharges were among females and 23% (n=8) were among males. Georgia Division of Public Health mortality data indicate five deaths due to suicide among youth ages 13-19 in 2007. Eighty percent (n=4) of these suicides were among males.

Domain Five: Health & Health Care

Including in this domain are several important indicators of child health. All indicators in the other four domains influence health and health care.

Poor Birth outcomes

From 2003 through 2007 there were 65,877 live births in the county, a crude birth rate of 14.6 births per 1,000 people per year. The following risk factors for poor birth outcomes were exhibited among mothers of Fulton County during the 5 year period.

- 3% of mothers used tobacco during pregnancy
- 7% of mothers had less than 5 prenatal care visits
- 22% had less than an 12^{th} grade education
- 11% of live births were low birth weight

There were 489 deaths within the first year of life between 2003 and 2007 in the county resulting in an average infant mortality rate of 7.4 deaths per 1,000 live births.

Morbidity

Table 3.6 describes the illnesses which brought youth to hospitals in Fulton County during 2007. Data includes both inpatient and outpatient services, including emergency department visits. As demonstrated in the table, the two leading causes for hospital visits were respiratory illnesses.

Asthma in particular is an illness that if well managed, may require reduced visits to the hospital.

Table 3.6 Morbidity among Youth Ages 17 and Under, 2007

	Hospital Discharges	Morbidity Rate per 100,000
Asthma	295	113.1
Pneumonia	143	54.8
Motor Vehicle Accidents	92	35.3
Diabetes	87	33.4
Sickle Cell Anemia	72	27.6
Homicide	58	22.2
Suicide (includes attempts)	33	12.7
Cancer	32	12.3
Accidental Shooting	17	6.5
Drug Overdose	12	4.6
HIV	9	3.5
	Cases	**Morbidity Rate per 100,000**
STDs	2727	1045.5

The leading causes of morbidity among children age 12 and younger are presented in Table 3.7.

Table 3.7 Morbidity among Youth Ages 0 to 12 Years, by Age, 2003-2007

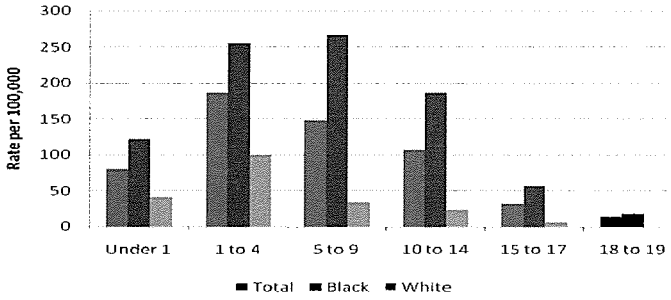
2003-2007 Hospital Discharges	0-3 years	4-8 years	9-12 years
Pneumonia	255.2 (691)	66.3 (207)	26.7 (68)
Asthma	233.8 (633)	180.6 (564)	117.0 (298)
Sickle Cell Anemia	40.6 (110)	38.4 (120)	38.5 (98)
Homicide	18.8 (51)	2.9 (9)	3.5 (9)
Cancer	15.9 (43)	13.5 (42)	8.6 (22)
Motor Vehicle Accidents	14.8 (40)	30.1 (94)	26.7 (68)
Diabetes Mellitus	9.2 (25)	20.2 (63)	36.9 (94)
Mental/Behavioral Health	2.2 (6)	22.7 (71)	107.6 (274)
HIV	1.8 (5)	0.0 (0)	2.7 (7)
Accidental Shooting	1.1 (3)	1.3 (4)	0.8 (2)
Suicide	0.0 (0)	0.3 (1)	0.4 (1)
Drug Overdose	0.0 (0)	0.3 (1)	0.4 (1)

Asthma

Georgia Department of Community Health data indicate that approximately 10% (n=230,000) of children in Georgia have asthma. The highest rate for asthma-related emergency room (ER) visits is found among young children ages birth to 4 years, who experience a rate of 1,328 per 100,000 persons. In Fulton County, there were 1,494 ER visits due to asthma among young children ages from birth to 4 years during 2007.

There were 3,931 ER visits due to asthma among Fulton County children and youth ages birth to 19 years during 2007. These ER visits are comprised of a greater percentage of male compared to female patients. Approximately 62% (n= 2,444) of ER visits due to asthma among children ages birth to 19 years during 2007 were male patients and 38% (n= 1,487) were female patients. African-American children appear to be overrepresented in ER visits due to asthma, with 81% (n=3,183) of asthma-related ER visits among children and youth being African-American/Black patients.

Figure 3.8 Asthma Morbidity among Fulton County Youth, 2007



The top causes of death among children in Fulton County less than four years of age from 2003-2007 were homicide, diseases of the circulatory system and accidents. For children ages 4 to 8 years, the top three causes of death were accidents, homicide and cancer. Accidents, cancer and cerebrovascular disease were the top three causes of deaths among children ages 9 to 12 years during the same time period.

Table 3.8 Mortality Rates (per 100,000 persons in age group) and number of deaths, Fulton County, 2003-2007

	0-3 years	4-8 years	9-12 years
Homicide	7.8 (21)	1.9 (6)	0.4 (1)
Heart Disease/Diseases of the Circulatory System	6.3 (17)	0.6 (2)	0.0 (0)
Accidents	4.8 (13)	2.2 (7)	2.4 (6)
Cancer	1.5 (4)	1.6 (5)	1.2 (3)
Cerebrovascular Disease	0.0 (0)	0.3 (1)	0.8 (2)
Diabetes	0.0 (0)	0.3 (1)	0.0 (0)
Suicide	0.0 (0)	0.0 (0)	0.0 (0)
HIV	0.0 (0)	0.0 (0)	0.0 (0)

Overweight and Obesity

Approximately 15% (n=15,000) of children ages 2 to 4 years enrolled in the Women, Infant, and Children (WIC) program are obese (Georgia 2008 Obesity Summary). Findings from the 2007 Georgia Student Health Survey indicate that 15% (n=43,000) of Georgia middle school students and 14% (n=62,000) of Georgia high school students are obese. Increased health risks associated with overweight and obesity are associated with two factors: age and duration. The younger a child is when he or she becomes obese, and the longer that child remains obese, the greater his or her risk for developing diseases such as diabetes, heart disease and stroke.

Figure 3.9 presents the percent of obese middle school students in Georgia for 2003 through 2007. In youth, however the issue is much more complex. There are two main components, the actual weight and the perception of weight. As displayed in Figure 3.10, the total percentage of students in the YRBS who were actually overweight in 2007 was 18.2 in Georgia. However, the percentage of students who thought they were overweight or their self-perception as overweight was much higher. In Georgia, 28.5% of students perceived themselves as overweight, an increase of 10% more students. As shown in the map, more females tend to perceive themselves as overweight than males.

Figure 3.9 Obesity among Middle School Students, Georgia, 2003-2007

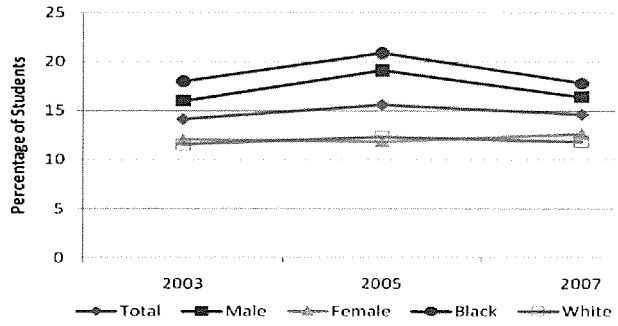
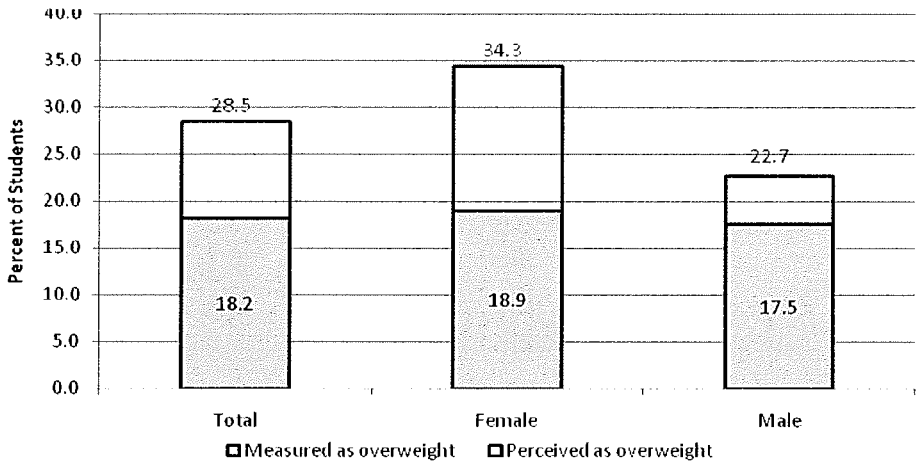


Figure 3.10 Overweight among Students, Georgia, 2007



3.5 Needs Identified by the Community

In October 2009, BHDD conducted a survey of parents and Fulton County School staff including nurses, parent liaisons, school social workers, lead school counselors, and school. The purpose of the survey was to obtain input from these stakeholders on services needed for the school age population. A total of 183 surveys were collected. One hundred (100%) of respondents believed that behavioral health services would be helpful in addressing the needs of children and youth from birth through 12th grade.

The types of services that were desired by survey participants were therapeutic evening programs, therapeutic summer programs, student and parent workshops, therapeutic groups in schools, individual therapy in schools, and out of school suspension programs and bullying workshops.

Table 3.9 Services Identified by Survey Participants, by Age Group

	0-6 years	1st - 4th grade	5th -8th grade	9th -12th grade
Therapeutic Evening Program	42%	56%	56%	61%
Therapeutic Summer Program	N/A	64%	59%	54%
Student and/or Parent Workshops	49%	67%	64%	54%
Therapeutic Groups in Schools	37%	53%	54%	60%
Individual Therapy in Schools	37%	49%	49%	53%

The therapeutic evening program, identified by 42% of respondents for each age group, is an afterschool program offered at the Oak Hill Child, Adolescent and Family Center for children with documented behavioral health issues. The program supports social skills, enhances relationships with adults and peers and encourages success in school.

The therapeutic summer program was identified by 54% of respondents for ages 1st grade and over. This program is a summer camp for individuals with documented behavioral health issues and is similar to the evening program though offered during the summer months when school is not in session.

Group therapy, identified by 37% of participants for the youngest age group and 60% for the oldest group, consists of groups of three or more individuals who meet regularly with a licensed therapist. Group therapy may be centered on one of the topics identified above.

Individual therapy was identified by 37% of participants for the youngest age group and 53% for the oldest group. This form of therapy involves working one-on-one with a therapist. The goal is to develop and implement a plan based on the needs of the individual to create positive changes in the individual's life. This type of therapy may also include the individual's parents or other significant people in his/her life.

Out of School Suspension programs were identified by an overwhelming consensus of participants as needed with particular focus on behavior modification and homework assistance. In this type of program students would report to Oak Hill Child, Adolescent and Family Center during the day with school assignments to prevent or minimize falling behind other students during absence. Additionally, students would participate in individual and group therapy while at Oak Hill during the day.

Overall, the needs identified by the school staff and parents were in line with the services being offered by the Oak Hill Child, Adolescent and Family Center.

3.6 Target Populations of Oak Hill Programming

The needs data outlined in preceding sections define the target populations of proposed Oak Hill enhanced programming. Potential users of the proposed enhanced Oak Hill programming include:

- Children and youth who are affected by poverty
- Children and youth who have been victims of domestic violence or intimate partner violence
- Children and youth who experience or are at risk for at risk for school-related difficulties and/or academic- achievement-related challenges
- Children who experience or are at risk for experiencing developmental or behavioral problems
- Children and youth with asthma
- Children and youth who experience or are at increased risk for overweight or obesity

4.0 Facilities and Programs

4.1 Facility Size

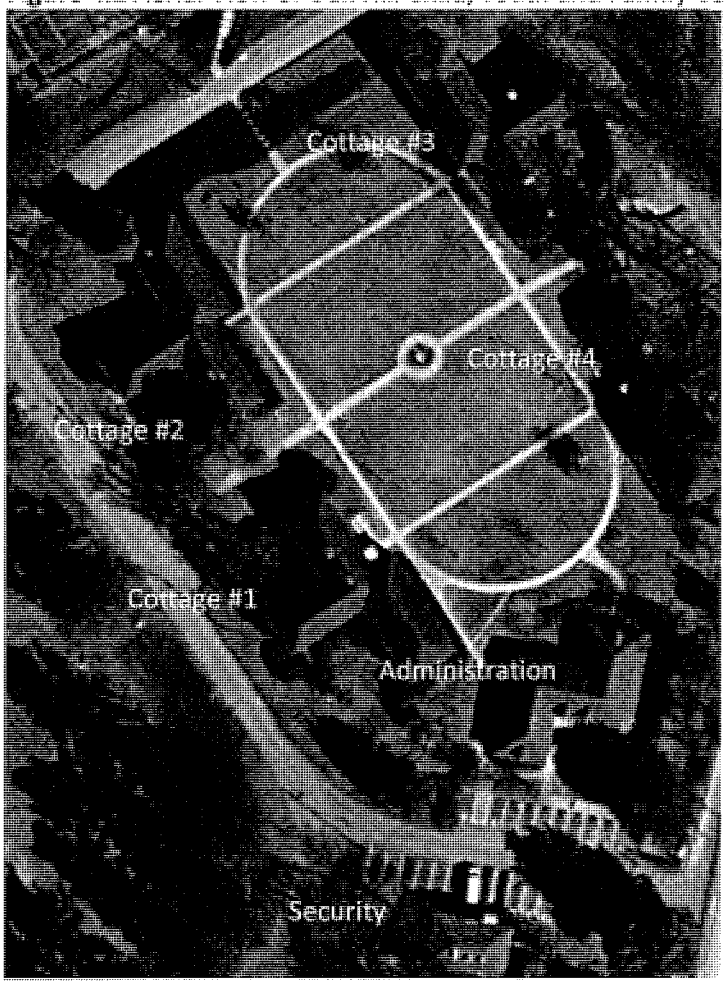
Oak Hill Child, Adolescent and Family Center is located on a 22 acre campus. There are currently seven buildings including an administration building, security house, gymnasium and four cottages. The administration building is approximately 2,500 square feet in size. The security house is approximately 2,500 square feet and each cottage is approximately 4,716 square feet. The campus also includes a swimming pool, two tennis courts and a small recreation building that is approximately 1,500 square feet. The gymnasium is approximately 8,271 square feet.

4.2 Existing Site Plan

Below are aerial views of the 22 acre campus on which the Oak Hill Child, Adolescent and Family Center is located. Easily visible are the existing cottages, sports facilities and undeveloped land for future expansion.

Figure 4.1 Aerial View of Oak Hill Child, Adolescent and Family Center

Figure 4.2 Aerial View of Oak Hill Child, Youth and Family Center Existing Buildings



Currently, there are seven buildings on the campus, including an Administration building, security house, gymnasium and four large cottages. The Administration building houses staff members who provide group and individual therapy, assessments as well as administrative support to the other programs on campus. The security house is not occupied at this point, but was previously used as the main administrative building. It has not been renovated since its original construction in 1948.

All of the cottages were previously used as dormitories for children who were in the custody of the Fulton County Department of Family and Children Services and are nearly equivalent in size. Cottages 1 and 2 have received minor renovations within the last three years. Currently, Cottage 1 houses the county's System of Care staff, the after school program and the summer program and Cottage 2 houses the children and youth administrative infrastructure for Health and Human Services. Additionally, Cottage 1 has a fully functioning computer lab on the ground floor. Cottage 3 has an industrial grade kitchen on the lower level and is need of significant restoration.

The Oak Hill campus also includes a swimming pool that is in total disrepair and in need of replacement. There are two tennis courts on the property, alongside a recreation building that is approximately 1,500 square feet, neither of which is being currently utilized. The gymnasium on the property has not been used in years, as the flooring has buckled in some places and the plumbing and showers are in need of repair.

4.3 Programs and Services Currently Delivered at Oak Hill

Oak Hill currently offers behavioral health services, child and youth programming, workforce development and library services aimed at addressing the social determinants of health affecting Fulton County youth. Programs and services related to children and youth were relocated to Oak Hill from various facilities throughout the county with the intent of Oak Hill becoming a "one-stop shop" for child and youth service delivery. The other intent of this relocation was to identify and decrease duplicative services being provided as a result of communication gaps between departments. A gap analysis will determine needs not currently being addressed by programming in place. The majority of the current programming will remain unchanged, however several programs will be enhanced to better address community needs. Restoration of the 22 acre facility will further benefit Oak Hill by allowing additional types programming and services to be conducted onsite (e.g. obesity camp).

Behavioral Health Services

The Oak Hill Child, Adolescent and Family Center provides high quality and culturally competent behavioral health care services designed to help children and adolescents (age 0 to 21). These services help children and adolescents achieve and maintain independence and stability so they can play a more productive role within their families, schools and communities. The services offered include outpatient behavioral health services, after school programs, support groups (school-based and in-clinic), services for suspended youth and summer programs. Support groups offered address issues such as anger management, social skills, grief and loss, dealing with divorce, drug and alcohol use, and parenting, grandparenting and foster parenting.

Table 4.1 presents the client breakdown by age group for in-clinic services at Oak Hill in 2009:

Table 4.1 Oak Hill Clients, by Age, 2009

Age	Clients Seen
Birth to 3 years	1
4 to 8 years	42
9 to 12 years	129
13 to 21 years	369
Totals	**541**

Early Education Consultative Services
Target Age Group: birth-6 years of age
Target Issues: early assessment of behavioral and developmental disabilities
Number Served: 600 clients served

Consultative services address children in early education settings at six Sheltering Arms Early Education and Family Centers throughout the metropolitan area. Oak Hill Center staff provides behavioral health services which include evaluations and assessments; classroom observations; as well as staff training and parent education on early childhood development and effective parenting techniques.

Behavioral Health Services at Juvenile Court
Target Age Group: 10-18 years of age
Target Issues: behavioral health diagnosis and counseling
Number Served: 177 clients served

Oak Hill Center staff provide behavioral health crisis counseling to address those issues which lead to the filing of "unruly and ungovernable" petitions by caregivers. Further behavioral health diagnostic assessments are provided to youth in the custody the Georgia Department of Juvenile Justice.

Fulton Family Care Network-System of Care
Target Age Group: birth-21 years of age
Target Issue: linking families to available community resources
Number Served: 356 clients served

The Fulton Family Care Network-System of Care is an evidenced based collaborative practice that emphasizes the utilization of comprehensive systems and the provision of individualized services in order to address the complex and varied needs of children and families. The Center for Mental Health Services within the Substance Abuse and Mental Health Services Agency defines a system of care as "a coordinated network of community-based services and supports that is organized to meet the challenges of children and youth with serious mental health needs and their families." Fulton County Department of Behavioral Health and Developmental Disabilities has led the development of this comprehensive system of care; however, this is not a Fulton County government only program. In January 2009, the Department enjoined the collective capacities of several agencies in Fulton County providing services to the target population (See Appendix A). Coordinating the provision of services to children and families utilizing the Integrated Care Model has created a system of care that is comprehensive, efficient, effective and fiscally sound.

Table 4.2 Youth and Families Served by Fulton Family Care Network-System of Care, 2009

Age	Clients Seen
Birth to 3 years	37
4 to 8 years	92
9 to 12years	65
13 to 21 years	162
Total	**356**

The Fulton Family Care Network consists of the Governing Council and the Implementation Council. The Governing Council oversees the development of policies and procedures for the system of care and guarantees adherence. The Governing Council began meeting monthly in January 2009; they currently meet quarterly as much of the work developing the system of care has been done. The Implementation Council meets the first and third Friday of each month. All committed partners (See Appendix A) are in attendance at these work meetings designed to provide comprehensive case management and planning for families. Six families are served each week, and partners are being consulted in an effort to increase the frequency of meetings in anticipation of reducing wait times for families.

Public-Private Partnerships

Another essential element of the enhanced continuum of care will be public/private partnerships. Public/private partnerships will be extremely important as this ambitious project begins to unfold. The county will leverage existing relationships to the extent possible, with Fortune 500 companies headquartered in Atlanta, such as Delta, The Home Depot, and Coca-Cola in an effort to galvanize support for the project. Additionally, Fulton County will enjoin the collective capacities of other pediatric health care providers such as Children's Healthcare of Atlanta, Scottish Rite and Grady Hospital to help bring this approach to fruition.

Therapeutic After-School and Summer Camp Program
Target Age Group: 5-18 years of age
Target Issues: behavioral health and developmental needs
Number Served: 63 clients served

Fulton County Department of Behavioral Health and Developmental Disabilities (BHDD) provides year round After-School and Summer Programming for students in Fulton County at the Oak Hill Child, Adolescent and Family Center. Learning occurs in a safe, structured and therapeutic environment for youth to receive social skills development, homework assistance and after school learning. Youth participate in individual and group therapy to teach social skills, anger management and conflict resolution skills, and learn other pro-social behaviors to ensure their success at home, at school and in the community. Behavioral health issues are addressed that might otherwise limit success in traditional after school and summer programs.

Participants also spend time in separate groups to address gender specific issues. These programs have been funded by Georgia Department of Human Services (GA DHS) - Afterschool Care Program since the 2007-2008 school year. The program is currently funded year round for the period of October 1, 2009 through September 30, 2010.

Therapeutic Suspension Alternative Program (TSAP)
Target Age Group: elementary and middle school children and youth
Target Issues: truancy and drop-out prevention
Number Served: 21 clients served

The Therapeutic Suspension Alternative Program (TSAP) began in January 2008 as a pilot program to address the multiple needs of suspended students in Fulton County. TSAP was not offered in 2009 but services have been resumed in 2010. TSAP provided a safe environment which prevents the students' participation in unhealthy or illegal pursuits during their absence from school and served an unmet need for youth who are at risk of school failure/drop out and those with multiple suspensions.

Students received individual and group counseling to address the reasons for their school difficulties and suspensions. They also received assistance with their school work so they don't fall behind during their absence from school. The curriculum included Thinking, Feeling & Behaving: An Emotional Education Curriculum, Cooperative Communication Skills, and the Georgia CRCT Test Preparation Study Guide. TSAP intends to decrease truancy and dropout rates of students who have been suspended multiple times.

Office of Children and Youth Programs

Call to Womanhood
Target Age Group: 12-17 years of age
Target Issue: self-esteem in female youth
Number Served: 296 clients served

The Call to Womanhood program is designed to expose young girls to positive female role models and encourage them to achieve their goals and aspirations. Call to Womanhood has been transformed from an annual two-day conference to a year-round program in 2010. This new approach affords young girls an opportunity for more intensive focus on issues ranging from teen pregnancy prevention, self-esteem improvement, education, and career building.

Global Youth Leadership Program
Target Age Group: 9-21 years of age
Target Issue: education
Number Served: 114 clients served

The Fulton County Global Youth Leadership Program prepares the children and youth of Fulton County to compete in a global economy. This program was added to the Youth Commission because it challenges its participants to think on a global level and bring a global perspective to all decisions, recommendations and actions made or taken by the Fulton County Youth Commission. The Global Youth Leadership Program soared high within its first year and has commanded the attention of other local governments in their effort to prepare their children and youth for globalization.

Kinship Care Program
Target Age: 6-12; 14-15 years of age (for summer job training experience)
Target Issue: summer camp tuition assistance and summer job training experience
Number Served: 34

The Fulton County Kinship Care Program provides eligible families with summer camp tuition assistance and summer job training experience. Participants receiving summer camp assistance could receive up to $450 for each youth, whereas participants receiving summer job training could receive up to $580 for one week of training and five weeks of work experience. Families are given the opportunity to choose the camp of their choice, while youth receiving summer job training were placed at work sites through the Office of Children and Youth and the Office of Workforce Development. All youth must be under the guardianship of family other than their parents.

Services to Advance, Reach, and Teach Youth (S.T.A.R.T.)
Target Age: 8-18 years of age
Target Issue: support services for youth and their families
Number Served: 663 clients served

The focus of *S.T.A.R.T* is to form a collaborative service system that includes assessment, prevention, intervention/treatment, and aftercare services. Another component involves community based services that will further support the youth and their families. S.T.A.R.T. is designed to intervene in the lives of youth ages 8 - 18 and their families that are in the Fulton County and Atlanta Public School Systems. In 2009, S.T.A.R.T. served 663 youth.

Teen DADS
Target Age: 14-21 years of age
Target Issue: teen fathers
Number Served: 32 clients served

The mission of the Call to Manhood Teen DADS Program is to provide comprehensive support services to teen fathers to ensure family stability by providing teen fathers with the skills, knowledge, and tools needed to successfully care for their child's financial and emotional needs. The program consists of 24 Teen DADS Curriculum Lesson Plans that effectively address the development of fathers and their role in the rearing of their children.

Transforming the Lives of Children (TLC)
Target Age Group: birth-5 years of age
Target Issues: mental health and developmental needs
Number Served: 54 clients served

TLC is an early intervention resource and support program designed to positively impact young children and the early care and education community in Fulton County. TLC enhances opportunities for young children in child care settings to succeed in school and society by addressing their mental health and developmental needs. The services provided by TLC include: child behavioral observations, developmental screenings, therapeutic and/or educational recommendations, referrals to community resources, teacher training, and parent education workshops. TLC targets children from birth to five years of age. TLC is currently being revised to enhance the impact on the target population. These enhancements are discussed in section 4.4 (Proposed Programs & Enhancements).

Youth Commission
Target Age: 13-21 years of age
Target Issues: education and civic involvement
Number Served: 26 clients served

The Fulton County Youth Commission is a leadership and service program that empowers Fulton County youth to become knowledgeable and involved in the local government. Youth leaders advocate on behalf of children and youth to address the issues of violence, health, education and safety. Youth leaders represent each Fulton County Commission district. Each year the Youth Commission creates a youth agenda which represents the concerns and needs of Fulton County youth.

Youth Leadership Academy
Target Age: 3rd grade males
Target Issue: leadership
Number Served: 19

The Youth Leadership Academy provides comprehensive direction, civic engagement, life-skills, and academic development for young boys entering the 3rd grade and follows each student through high school. This is a year-round program which requires the youth to commit to Saturday educational workshops and engage in community volunteer projects. Parents of the participating youth are also required to commit their time and efforts to support the program through active fundraising.

Office of Workforce Development Programs

Youth Employment Services
Target Age: 16-21 years of age
Target Issue: workforce development
Number Served: 1,090 clients served

Federal and local dollars support the operation of a Youth Employment Services Center, which is dedicated to providing services to the at-risk youth population, such as access to computer labs, assistance with developing resumes, and direct connections to local employment opportunities. A comprehensive summer employment program is administered through this office that provides training to youth on how to complete applications, interviewing skills, workplace etiquette, and onsite paid job opportunities throughout the summer.

Library Services

Library Services
Target Age: 0-21
Target Issues: education & literacy
Number Served: Not Available

Oak Hill Child, Adolescent & Family Center has an impressive collection of books, DVDs, posters and other literary material. Located on the 1st floor of Cottage 1, this resource center features a computer center as well. The center has international collection of books, posters, software and videos supplied by the 33 foreign governments that have consulates in Atlanta. Another 40 foreign countries contributed materials to Oak Hill's resource center through their embassies in Washington, DC. Oak Hill also received a donation of over 5,000 books for young children, adolescents and young adults from the Atlanta-Fulton Public Library System. As a result of successful collaboration with the Atlanta-Fulton Public Library System, librarians are available

upon request to conduct programs such as Story Times, Books and More, Early Literacy, and Computer Literacy.

4.4 Proposed & Enhanced Programs and Services

To address the unmet needs of the current market, Fulton County is proposing new and enhanced programs and services be implemented. Implementation of these new services will require capital improvements be made to Oak Hill Child, Adolescent and Family Center. Specifically, renovation and restoration of Oak Hill will allow programs such as the Staying Fit 4 Life summer camp usage of the recreation center and pool; the Lifetime of Wellness program's use of the industrial kitchen in Cottage 3 for cooking demonstrations; and modifications to the current administration building and cottages to support comprehensive client assessments. These renovations will also provide additional office space which will be needed to house new program staff.

New programming at Oak Hill will be evidence-based and tailored to the market being targeted. Fulton Family Care Network (FFCN) will expand its current role to support the continuum. The FFCN will act as the planning arm of the continuum and select curricula that are culturally appropriate and efficacious at reaching the desired outcomes. Additionally, the Network will assist Fulton County in conducting a gap analysis to identify unmet needs and to assist in the identification and development of programming to address gaps noted. Through this process it is anticipated that some of the county's current children and youth programming will discontinue. Following are proposed services that include potential age groups that will be served as well as anticipated service levels.

Diagnostic and Assessment Center
Target Age: birth to 18 years of age
Target Issue: intake and assessment
Anticipated Number Served: 600 clients

Oak Hill's Diagnostic and Assessment Center will serve as the centralized intake point for all clients seeking services at Oak Hill. Core preventive and high intensity services will occur at Oak Hill, however, once the family has entered the continuum of care through the Oak Hill entry point, care maintenance can continue at the regional center most convenient for the family. All participants will receive a comprehensive biological, psychological and social assessment onsite. The results of this assessment phase will be the basis of their individualized treatment/recovery plan. Services will be provided utilizing the Integrated Care Model of service delivery. Services will be administered by Oak Hill clinical staff (e.g. psychiatrist, nurse practitioner, etc) in concert with public/private pediatric community partners such as Children's Healthcare of Atlanta.

Staying Fit 4 Life-Obesity Initiative
Target Age: 6-12 years of age
Target Issue: obesity
Anticipated Number Served: 50 clients

To address overweight/obesity in children, a pilot weight management camp will be offered during the summer on the Oak Hill campus. Students from schools in the Fulton and Atlanta system will be selected to participate in this two-week residential program annually. The obesity camp will give overweight and obese children and youth in Fulton County the opportunity to participate in a medically supervised weight loss program. This program will teach the children fit, healthy habits for life. Sessions will train youth and their families on healthy cooking and eating, how to eat healthy when eating out, how to read food labels, and ways to incorporate more physical activity into the family's schedule. Lifestyle classes will teach the children to set their own goals and to develop a positive attitude towards physical activity and healthy eating habits. This will equip youth with the tools necessary to sustain their gains upon completion of the course.

The Lifetime of Wellness Program
Target Age: 10-18 years of age
Target Issue: physical activity, healthy eating
Anticipated Number Served: 200 clients

The Lifetime of Wellness program at Oak Hill will address obesity by providing access to an on-site dietician and/or nutritionist for assessments and evaluations. Programming will cover topics such as childhood obesity, overeating, and unhealthy eating habits. Youth and their families will work in conjunction with a behavioral health therapist to address issues such as overeating, eating patterns, and anxiety. Overeater's Anonymous groups will be offered on campus for youth and adults. Oak Hill will provide activities to teach and encourage lifelong exercising and active lifestyles. In conjunction with The Lifetime of Wellness program, youth and their families as well as members of the community will be able to participate in a "Community Garden," which has been shown to improve the quality of life for people in the community, provide a catalyst for neighborhood and community development, stimulate social interaction, encourage self-reliance, reduce family food budgets, conserve resources, create opportunity for recreation, exercise, therapy, and education, increase income opportunities and economic development as well as reduce crime.

Therapeutic Nursery
Target Age: birth to 3 years of age
Target Issue: Parenting/Caretaking Skills
Anticipated Number Served: 40 clients

This intervention will help infants and children develop appropriately by providing developmentally sensitive interventions for the child and helping the parents develop appropriate parenting and caretaking skills.

Substance Abuse Prevention and Intervention
Target Age: 10-18 years of age
Target Issue: substance abuse
Anticipated Number Served: 100 clients

The Treatment Clubhouse for Youth is a model designed to provide services for children and families coping with the isolation, stigma and other challenges of substance use disorders. The objectives of the program are to prevent and decrease substance use and abuse among teens, juvenile crime, and behavioral problems; and increase positive social functioning, school attendance and performance and family involvement and relationships. This program will employ The Matrix Adolescent Model for substance abuse treatment and the Global Assessment of Individual Needs. Individual, group and family therapy will be available. Peer led support groups will provide the opportunity for consumer to direct their own recovery and advocacy.

Kick Asthma Camp
Target Age: 10-15 years of age
Target Issue: asthma
Anticipated Number Served: 50 clients

Kick Asthma Camp will teach asthmatic youth how to manage their condition by increasing their knowledge of the triggers of asthma. This camp will run concurrently with the obesity camp during the summer months and will be instructed by trained professionals. Kick Asthma Camp consists of educational activities designed to encourage children's ability to managing their medication and improve their overall health status.

Library Services (Enhanced)
Target Age: 4-17 years of age
Target Issue: education
Anticipated Number Served: 250 clients

The Atlanta-Fulton Public Library will provide the following in addition to services already provided at the Oak Hill Child, Adolescent and Family Center. Library staff will visit Oak Hill on a regularly scheduled basis to assist children with obtaining library cards, finding books and other

materials and using library computers for homework. Staff will host library card drives at Oak Hill, plan and participate in events and fairs at the center, and will work with partners to give families an introduction to library services. The library will participate in a college and career resource fair at Oak Hill, and will also work with staff to schedule Kaplan Test Preparation workshops such as SAT and ACT practice tests at Oak Hill. For adults who are seeking to strengthen their own educational background the library will provide one-on-one support for finding the requisite resources such as GED preparation classes, GED test sites, computer training, and preparation for many other tests.

Transforming the Lives of Children (Enhanced)
Target Age: birth-6 years of age
Target Issues: mental health and developmental needs
Anticipated Number Served: 400 clients

The current Transforming the Lives of Children (TLC) program will be greatly expanded to include a broader scope of therapeutic services accompanied by coordinated medical care where appropriate. Services will be provided to youth and their families, and will include of diagnostic screenings and assessments to identify risks and/or early indicators of emotional and behavioral disorders. Parent support, parent education and parenting skill building, in-home services, family therapy and consultation with early childhood learning centers will be key components of this program. Enhancements to this program will include a 6-week educational series for pregnant mothers on childhood development, parenting and nutrition and care of babies and a therapeutic nursery. Due to the significant impact early detection of physical and behavioral health challenges has on the lives of children, this expanded program will be housed within the health sector of the continuum of care, in order to ensure medical staff is involved. As parents receive information and attend training sessions, nurses and nurse practitioners will serve as key components in both the communication with families and the training curriculum. This is necessary to support early detection and the immediate referral of families to appropriate services once in depth assessments and child observations are conducted.

Oral Health Program
Target Age: birth-18 years of age
Target Issue: oral health
Anticipated Number Served: 1,500 clients

The oral health program at Oak Hill will improve the oral health care of young people and their families through a combination of education, prevention and early treatment. Specifically, increasing awareness about the importance of oral healthcare, implementing prevention programs and providing treatment will be a top priority.

Domestic/Family Violence Prevention
Target Age: 6-8 years of age
Target Issues: domestic and family violence
Anticipated Number Served: 100 clients

Oak Hill will provide programming aimed at preventing and reducing domestic violence, including teen dating violence. In addition to educational sessions intended to raise awareness of domestic violence and teen dating violence, there will be counseling targeted at addressing the needs of victims of domestic violence, including teen dating violence and physical and sexual abuse. Confidential health and behavioral health assessments will be available for victims of violence

Tutoring and Mentoring Program
Target Age: 5-18 years of age
Target Issue: education
Anticipated Number Served: 200 clients

Basic tutoring sessions will be offered to youth having academic difficulties in school, older youth in GED programs and parents who have difficulty with reading. Relationships will be developed with community partners to act as mentors for at-risk youth, and to place youth in jobs/internships/apprenticeships with mentors. Relationships will be fostered with Fulton County and Atlanta Public Schools to offer a peer mentorship program to provide much needed mentor/mentee relationships and to develop future peer leaders.

Art-at-Work (Enhanced)
Target Age: 14-16 years of age
Target Issue: workforce development
Anticipated Number Served: 100 clients

The Art-at-Work program will continue to be offered to youth receiving services through the continuum of care. This six-week summer program will provide arts education and job training for youth who were interested in the visual arts, giving them the opportunity to become Apprentice Artists. Teens will be integrally involved in all aspects of production and marketing while learning valuable work skills and gaining exposure to business and entrepreneurial aspects of the arts, as they exhibit their work locally and earn an income creating art.

Community Service and Volunteer Program
Target Age: ages 18 and up
Target Issue: civic participation
Anticipated Number Served: 100 clients

The Community Service and Volunteer Program will link participants to volunteer opportunities in the community. Family Advocates will assist youth and families in finding volunteer opportunities they are interested in and will ensure that they are able to access and participate in those opportunities. Family Advocates will also assist parents and youth in becoming active in their schools. Oak Hill will partner with United Way, Hands on Atlanta, soup kitchens, food pantries, and other community agencies to foster opportunities. The participating youth will serve as mentors to other members in the program.

UMATTER-Using Media and Technology to Teach and Encourage Resilience
Target Age: 6-18 years of age
Target Issues: improved self-esteem, self-worth
Target Number Served: 120 clients

The Media and Technology Program will audio/visual tools (i.e. digital cameras, video cameras and video/audio/music recording equipment) to teach youth to use media and technology as an expression of talent, creativity, individuality and strength. Youth will have the opportunity to use equipment to create public service announcements, commercials or a music CD to share their personal experiences with their peers. Participants may share positive or negative experiences each have had with school, parents, relationships, peer pressure, substance abuse, depression, self-esteem and more. Oak Hill will host quarterly "Red Carpet" events where parents and community members will view public service announcements, photography, art and music created by the youth who participate in the program. Social media outlets will also be utilized for outreach, to share information about all programs and services at Oak Hill and to post information about upcoming events.

Junior Master Gardener Program
Target Age: 5-18 years of age
Target Issues: skills-building/environment/entrepreneurial experience
Anticipated Number Served: 50 clients

This program will be offered in collaboration with Cooperative Extension to use the Junior Master Gardener curricula as part of an effort to engage children in novel, "hands-on" group and individual learning experiences that promote a love of gardening, develop an appreciation for the environment, and cultivate the mind. The program will also be customized to include a Farmers Market, which will teach youth about safe farming practices and the entrepreneurial aspects of urban gardening.

5.0 Outreach and Marketing

To ensure that clients and community members are aware of the availability of services at the Oak Hill Child, Adolescent and Family Center, a comprehensive marketing and communications strategy will be implemented in cooperation with the Office of Communications.

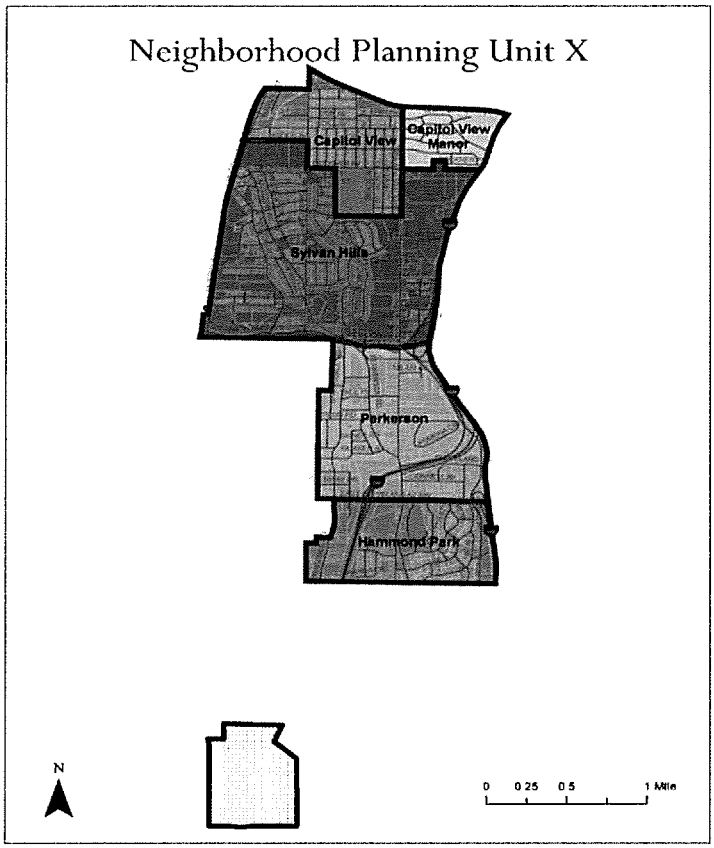
A comprehensive media campaign inclusive of an initial press release, a media tour, story pitches and customized print collateral will be developed for key audiences. The marketing collateral will provide an overview of the center, the scope of available services, and logistics for accessing the services (contact information, hours, parking, etc.) Furthermore, various spots on FGTV will be developed to market the available services, and as client successes are documented, they will be transformed into media friendly stories to communicate service impact.

The marketing audience will include existing clients, potential clients, service providers and other community contacts, as well as the media. It will be essential to provide marketing material to neighboring businesses and faith-based organizations as well, to inform them of the newly renovated facility, and to educate them about the array of services that will be available to the children, youth and families of Fulton County. Additionally, current partners and county grantees will receive information about the continuum of care and will be encouraged to share this information with at least two other agencies, in an effort to further the outreach efforts. Current Fulton County employees, particularly within Health and Human Services, will also be fully engaged in the marketing and outreach effort, will be educated about the services available at Oak Hill, and encouraged to market the continuum of care when engaging with current clientele and partners.

6.0 Urban Planning

The purpose of the urban planning element is to describe the land use, transportation, environment, and housing characteristics of the study area. The urban planning element focuses primarily on Neighborhood Planning Unit X (NPU X) due to the availability of data specific to this area.

Figure 6.1 Neighborhood Planning Unit X



6.1 Land Use

Land Use Inventory

The City of Atlanta's Bureau of Planning has established a land use plan for each Neighborhood Planning Unit. The land use plan is a guide to the physical growth and development of the area for 2008-2023.

The land use inventory (Table 6.1) includes a description and depiction of the type of land uses and estimates the acreage dedicated for each land use category within NPU X.

Table 6.1 Land Use Inventory for Neighborhood Planning Unit X

Land Use Category	Acreage
Single Family Residential	1,311
Low Density Residential	114
Medium Density Residential	73
Low Density Commercial	429
Office/Industrial	184
Open Space	82
Industrial	82
Mixed-Use	234
Community Facilities	40
Total Acreage	2,549

Low Density Commercial zoning is recommended by the City of Atlanta for use along Cleveland Avenue, Metropolitan Parkway, and Sylvan Road, which are also the most heavily traveled arterial roads in the area. A Low Density Development such as Oak Hill will be consistent with that recommendation.

6.2 Transportation & Community Development

Transportation Infrastructure

Major Roads and Highways

Oak Hill is surrounded by a full range of roadway classifications including interstates (I-85 and I-75), freeways (Lakewood Freeway/Langford Parkway/SR 166), arterials (Metropolitan Parkway and Cleveland Avenue), collectors (most notably Fair Drive), and several miles of local streets.

The dominant transportation feature of the study area is Metropolitan Parkway, formerly known as Stewart Avenue. Metropolitan Parkway runs approximately 5.07 miles from the City of Atlanta limits (at the Hapeville City limit) northerly to Ralph David Abernathy Boulevard. The corridor accommodates several modes of transportation: automobiles, trucks, transit (MARTA), and pedestrians.

Metropolitan Parkway is a State Route (SR 3) as well as a Federal Highway (US 19/41). This route serves as a north-south alternative to Interstates 75 and 85 between downtown Atlanta and the Tri-Cities area of South Fulton County and is classified by the Georgia Department of Transportation as a "Minor Arterial."

Public Transit

The Metropolitan Atlanta Rapid Transit Authority (MARTA) is the only comprehensive provider of mass transit to the city, inner suburbs and metropolitan Atlanta area. There are approximately four (4) bus routes that serve the area and Metropolitan Parkway. MARTA's south stations, West End, Lakewood/Fort McPherson and Oakland City, are the boarding stations for the bus routes.

Community Development Plans

Metropolitan Parkway Redevelopment and Tax Allocation District Plan

The Metropolitan Parkway Redevelopment and Tax Allocation District Plan was adopted by the City of Atlanta City Council and Mayor in October 2006. The vision for the Metropolitan Parkway corridor is to have viable retail along the corridor with other uses and residential above and behind. The intent is to provide for a mix of uses that can create a sustainable community. Residential choices are critical, hence an array of various housing types are envisioned within the redevelopment plan; condos, apartments, town homes, live/work, soft lofts and single family. Assisted and senior living is recommended to support the full life-cycle housing. The retail would constitute a combination of the chain stores (big boxes), local businesses, and a variety of bars and restaurants. There is viable potential for recreational activities; movie theaters, bowling alley and others. In addition, community and neighborhood services such as grocery, pharmacy, bank, post office and others viable and needed to support the vision.

NPU X Comprehensive Plan

The Neighborhood Planning Unit (NPU) X Comprehensive Plan was adopted by the City in 2005 and amended in 2008. It is a comprehensive planning and development tool for the NPU. The western portion of the Cleveland Avenue Corridor Study Area includes the Capital View, Capital View Manor, Sylvan Hills, Perkerson, and Hammond Park neighborhoods. The goals of the plan include addressing deficiencies in commercial service quality and neighborhood retail availability, to be inclusive and promote "smart growth," public transportation, affordable single-family and multi-family housing, human services, clean and safe environment, and to advocate expansion and improvements to open space, infrastructure and parks in each of the five neighborhoods.

Green Space Plan

The City of Atlanta has Green Space Plan for the area to preserve and enhance the green space within the community, provide recreational amenities for the community and improve the quality of life.

6.3 Environment

Environmental Hazards

The uneven terrain in the area along with numerous vacant lots and dead-end streets create opportunities for illegal dumping. Construction debris, tires, and garbage present health hazards to the community. There is a high probability that some of these dumpsites contain toxic hazardous material. This problem is most prevalent in Sylvan Hills and Capitol View, which are adjacent to the Murphy Avenue Industrial Corridor. Many brownfield sites are adjacent to abandoned or dilapidated buildings.

Rivers and Streams

The South River and associated floodplains are environmental features. South River is the major river; however there are associated small streams, creeks and floodplains throughout the area.

6.4 Housing

Housing Conditions

NPU X is a largely residential community. Typical housing is single family, 2 bedroom bungalow units with an average size of 1,350 square feet. A slight majority of households are owner-occupied, but the percentage of owner-occupancy can vary by neighborhood and by the presence and concentration of rental housing, or the propensity of some single family residences to be investor-owned and renter-occupied.

Portions of the NPU, most noticeably Capitol View and Hammond Park, are burdened with tax delinquent properties, vacant lots and substandard housing. The lack of maintenance has resulted in dilapidated conditions which are a prominent characteristic of this neighborhood.

Within a centered radius from the intersection of Metropolitan Parkway and Highway 166, Table 6.2 below illustrates the population and housing trends of the area.

Table 6.2 Population and Household Trends

Population & Household Trends	1 mile radius	3 mile radius	5 mile radius
2000 Population	8,237	99,973	232,571
Households	3307	34,328	83,330
Average Household Size	2.43	2.8	2.62
2006 Population	8,615	106,635	249,541
Households	3,523	37,332	92,136
Average Household Size	2.39	2.74	2.55

7.0 Financial Analysis

7.1 Project Budget

The transformation of Oak Hill will require extensive renovation and restoration throughout this 23 acre campus at an estimated cost of approximately $10 million based upon estimates provided by the General Services Department. The cost proposal generated by General Services for the renovation of the Oak Hill Child, Adolescent and Family Center campus is located in Appendix B.

Because the property includes areas that have not been utilized in years, it is covered by extreme overgrowth of trees and other foliage, making it necessary for the Public Works Department to conduct an environmental assessment of all elements of the property. Upon completion of this assessment, it is necessary to secure the services of an architectural design firm, and then solicit community input during the construction design phase. Once these steps have been completed, the services must be bid through a competitive process, in an effort to finalize the total renovation and restoration by early 2011.

Renovation Phases

Initial phases of the renovation will include a comprehensive facility assessment to be conducted by an external engineering company. The initial phase of the assessment will include a full-fledged environmental review, construction assessment as well as the preparation of a schedule and cost estimates to renovate and upgrade the facility. In addition, during the initial phase, the company will assess the soil and conduct an evaluation of the buildings to determine if lead and/or asbestos is present. If areas of concern are noted, the process and cost for abatement by a state certified lead or asbestos removal company will be provided by the external engineering company.

The second phase of the renovation is the design phase, which will be conducted by an architectural firm to determine the ideal use of the facility, based upon the program goals and objectives as well as the result of the comprehensive facility assessment. The renovation of the larger building on campus is a top priority. This building, which is currently occupied, will house the medical and dental clinic, as well as the area for nutrition information sessions and cooking classes. The initiation of this building's renovation will take precedence, in order to begin providing health services to children and youth while successive renovations on the campus occur.

Initial phases of the renovation will include a comprehensive facility assessment to be conducted by an external engineering company. The initial phase of the assessment will include a full-fledged environmental review, construction assessment as well as the preparation of a schedule and cost estimates to renovate and upgrade the facility. Also during this phase the

company will assess the soil and conduct an evaluation of the buildings to determine if lead and/or asbestos is present. If areas of concern are noted, the process and cost for abatement by a state certified lead or asbestos removal company will be provided by the external engineering company.

The second phase of the renovation, the design phase will be conducted by an architectural firm to determine the ideal use of the facility based upon the program goals and objectives and the result of the comprehensive facility assessment. The larger building will house the medical and dental clinic, as well as a classroom area for nutrition information sessions and cooking classes. The initiation of this building's renovation will begin first so that provision of health services to children and youth can begin as early as possible. Design plans will also be formulated for the development of walking trails, basketball courts, soccer fields, and an area for organic gardening and for the replacement of the swimming pool and renovation of the gymnasium.

The third phase of the renovation includes the development of the design documents into specifications that will be utilized to competitively bid the work and to serve as the basis for the construction of the project. The county's standard bid process will be adhered to, and the Board of Commissioners will be kept apprised of the project based on agreed upon timelines.

Project Funding

Two potential funding sources have been identified to fund the facility renovation: state awarded stimulus bond funding and future capital improvement dollars.

Fulton County is eligible to receive approximately $26 million in federal stimulus bond funding; an estimated $8 million of those funds are scheduled to be directed to the Oak Hill project. An initial assessment determined that the renovation and reprogramming of Oak Hill is one of two Fulton County initiatives categorized as a high priority. This Recovery Zone bond allocation would allow the county to receive a low interest loan for up to $26 million to pay for capital expenditures. The County's deadline for completing its financing is July 1, 2010, thus it is expected that an application for the stimulus funding will be submitted in spring of 2010, resulting in award by the fall.

As an outcome of annual salary savings and efficiencies resulting from the Agency reorganization, an estimated $5 million in savings is anticipated for 2011, a portion of which could directed to fund the Oak Hill renovation.

The availability of funding from these two sources will determine if dollars will support the entire renovation plan, or if the project will be funded incrementally. In the event these potential funding strategies are unable to support the project, a concentrated grant writing campaign will be undertaken to identify external funding opportunities.

A nonprofit 'Friends Of' organization will be established as a separate foundation to spearhead fundraising efforts for ongoing service enhancements at the Oak Hill Child, Adolescent and Family Health Center. Fundraising efforts will be complemented by a comprehensive marketing package that will be developed in collaboration with FGTV and the Office of Communications to market the facility and services, as well as to promote the county's children and youth continuum of care.

Operational Funding

Fulton County currently funds more than $37 million annually to support children and youth services (See Appendix C). As current programming and services are evaluated, efforts will be made to streamline the provision of children and youth services so that they are offered in the most effective, impactful manner possible. Funding of the continuum will be directed from funds already committed by the Board of Commissioners to further its goal of improving the lives of children. As service provision modifications are made to the continuum of care, current funding allocated for operations will continue to be used for ongoing support of children and youth services in this redesigned system of care.

Facility Management and Hours of Operation

The Oak Hill facility will continue to be maintained by Fulton County General Services, and operated by Fulton County Health and Human Services. Typical hours of operation will be Monday through Friday from 7:00 am to 6:00 pm, however it is envisioned that evening and weekend hours will be offered to ensure the array of services is made available during nontraditional hours.

8.0 References and Sources

Alliance for Excellent Education. *Saving Futures, Saving Dollars: The Impact of Education on Crime Reduction and Earnings.* August 2006

Alliance for Excellent Education. *Healthier and Wealthier: Decreasing Health Care Costs by Increasing Educational Attainment.* November, 2006.

Alliance for Excellent Education. *African American Students and the U.S. High Schools.* September, 2008.

Alliance for Excellent Education. *The High Cost of High School Dropouts What the Nation Pays for Inadequate High Schools.* Issue Brief: June 2008. http://www.all4ed.org/files/HighCost.pdf

Alliance for Excellent Education. *High School Drop-Outs in America.* Fact Sheet: February 2009. http://www.all4ed.org/files/GraduationRates_FactSheet.pdf

American Community Survey 2008
http://www.census.gov/acs/www/

Centers for Disease Control. *National Vital Statistics Reports, 2001.*
http://www.cdc.gov/nchs/data/nvsr/nvsr51/nvsr51_05.pdf

Centers for Disease Control. *Youth Behavior Risk Survey, 2007.*
http://www.cdc.gov/HealthyYouth/yrbs/index.htm

Cleveland Avenue Corridor Study
http://www.atlantaga.gov/client_resources/government/planning/clv/clv_final_plan_july%202009_draft.pdf

Facts for Education Advocates
Fulton County Human Services Department, Office of Children and Youth

Federal Interagency Forum on Child and Family Statistics. *America's Children: Key National Indicators of Well-Being, 2009.*

Garfinkel, M., Sarewitz, D., Porter, A. (2005) A Societal Outcomes Map for Health Research and Policy
http://ajph.aphapublications.org/cgi/content/full/96/3/441.

Georgia Department of Education
http://www.doe.k12.ga.us/

Georgia Division of Public Health – Office of Health Information and Policy
http://oasis.state.ga.us/

Governor's Office of Student Achievement
http://www.gaosa.org/

Metropolitan Parkway Redevelopment and Tax Allocation District Plan
http://www.atlantaga.gov/client_resources/government/planning/tad/metropolitanparkwaytaddredevelopmentplan-final.pdf

Muenning, P. (2005). *Health returns to education interventions.* Paper prepared for the Symposium on the School Costs of Inadequate Education at Columbia University. New York.

NPU X Comprehensive Plan
http://www.atlantadistrict12.com

NPU X Green Space Plan
http://www.atlantadistrict12.com

Rouse, C. (2005). *The Campaign for Educational Equity.* Fall 2005 Symposium on the "Social Costs of Inadequate Education" – Princeton University. New Jersey.

United States Census
http://www.census.gov/

Wong.M., Shapiro, M. Boscardin, W. & Ettner, S. (2002). Contribution of major diseases to disparities in mortality. *New England Journal of Medicine,* 347, 1585-1592.

Appendix A: Partners in Fulton Family Care Network

Agency	Services; Role in System of Care
Fulton County Schools	Works with children to learn their potential, engage parents in the educational process and teach students to be responsible and productive; provides expertise, help in navigating the Fulton County school system, refer children and their families to the FFCN
Fulton County Department of Family and Children Services (DFCS)	Provides numerous support services and innovative programs to help abused children and troubled families; provides expertise, empathize, offer support, and assist children and their families that are victims of abuse
Fulton County Department of Human Services/ Office of Children & Youth	Assists citizens with working together to build strong communities and offers a wide variety of health services to children and youth; lends expertise, shares resources, and refers children and their families to the FFCN
Atlanta-Fulton Public Library System	Provides access to various ideas programs and information; offers free access to a wide range of programs and resources for both children and adults from help with homework, free fitness and GED classes
Atlanta Fulton Family Connection (AFFC)	Serves as a collaborative authority designed to convene various partners to leverage resources to improve social services and develop strategies to address community concerns that effect families and children; evaluates plans to address serious challenges facing children and families of Georgia
Georgia Parent Support Network Programs	Provides support, advocacy, and education for families that have children/youth with mental illness of emotional disturbances and behavioral differences; provides services that support children/youth with mental illness and/or emotional disturbances and their families to develop life skills
East Point Community Action Team (EP-CAT)	Empowers the community to take action by building partnerships that develop resources in the community and connect residents to the resources; offers services geared towards strengthening families by linking these families to their community resources
CHRIS KIDS	Delivers a broad continuum of services to children, youth, and families that allow them to reach their natural potential for success, happiness, and health; has numerous programs and services from counseling for emotional and behavioral problems to independent living for young adults that are aging out, and able to provide furniture to families in need
The Jane Fonda Center	Serves as a collaborator on a $1 million grant for a four year project

Emory University	to address and educate youth ages 11-14 on Teen Dating Violence; services empower youth to develop healthy relationships
Sheltering Arms Early Education and Family Centers	Serves as an early childhood education program that provides affordable child care and comprehensive family support, including parent education and advocacy; offers affordable child care for children ages 6 weeks to five years old and family support
Hillside Inc.	Provides treatment services to children ages 7-17 who have severe emotional, psychological, and behavioral challenges; offers affordable child care for children ages 6 weeks to five years old and family support
Family Ties	Assists families in the skill development necessary to safely maintain children in their home; a resource that lends expertise, refer children/youth and their families to FFCN
Fulton County Juvenile Court	Is dedicated to care, safety, guidance, development, and accountability of children and their families; staff adjudicated youth through KidsNet Fulton, refer children/youth to FFCN
Fulton County Police	Has as a mission to preserve life, protect property and maintain order; identify youth in the community who are in danger of becoming involved in the law, refer youth and families to FFCN
Department of Juvenile Justice	Protects and serves the citizens of Georgia by holding youthful offenders accountable for their actions through the delivery of treatment services; collaborate with behavioral health to serve youth with behavioral health issues in a wrap around model, refer children/youth to FFCN
Georgia Center for Child Advocacy	Defends the needs of sexually and severely physically abused children through prevention, intervention, therapy, and collaboration by providing top quality forensic interviews, free psychological treatment, and coordination of public agencies; lend expertise in child sexual, physical and emotional abuse, trainings, and refer children/youth to FFCN
Mental Health of America Georgia	Serves as an early intervention and prevention program that promotes education outreach and advocacy for children ages 4-11 years old; provides an effective way of communicating with children and youth on a variety of topics: Drug and Alcohol Abuse, problem solving, and bullying
Fulton County Department of Health & Wellness	Offers public health services for Fulton County residents; offers a wide range of health services and information
Atlanta Public Schools	Is committed to see all students graduate ready for success in college and life through providing high performance learning environments and excellent teachers; lends expertise, help in

	navigating the Atlanta Public school system, refer children and their families to the FFCN
Fulton County District Attorney (DA)	Has a mission to prosecute all felony crimes on behalf of Fulton County residents to make a safer community; refers children/ youth and families to FFCN
Fulton County Parks and Recreation	Provides a standard of excellence in service, facilities, programs and preservation of resources; offers multiple programs and services for children, youth, and families of Fulton County and serves as a resource for FFCN
Fulton County Department of Housing and Community Development	Has an objective to establish suitable working conditions and provide safe, affordable housing opportunities to the citizens of Fulton County; Collaborate with FFCN to meet housing and community needs of families served

FULTON COUNTY

PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 11RFP031411K-DB

DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER

For

HEALTH & HUMAN SERVICES AGENCY

VOLUME II OF II

Funded in whole or in part by the American Recovery and Reinvestment Act (ARRA) 2009

RFP DUE DATE AND TIME: Monday, April 18, 2011 at 11:00 A.M.
RFP ISSUANCE DATE: Monday, March 14, 2011
PURCHASING CONTACT: Darlene A. Banks, APA at 404-612-7879
E-MAIL: darlene.banks@fultoncountyga.gov
PRE-PROPOSAL CONFERENCE: Wednesday, March 30, 2011 @ 1:00 P.M.
SITE VISIT: Wednesday, March 30, 2011, immediately following Pre-Proposal Conference

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

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

VOLUME I

SECTIONS 1-12

1.0 INTRODUCTION 1-1
1.1 Project Description 1-1
1.2 Background 1-1
1.3 Procurement Process 1-2
1.4 Selection Process 1-2
1.5 Purchasing/Accessing the RFP 1-3
1.6 Subcontracting Opportunities 1-3
1.7 Pre-Proposal Conference 1-3
1.8 Proposal Due Date 1-3
1.9 Delivery Requirements 1-3
1.10 Prohibition on Future Contracts 1-4
1.11 Contact Person and Inquiries 1-4

2.0 INSTRUCTIONS TO PROPOSERS 2-1
2.1 Contract/Definitions 2-1
2.2 No Contact During Procurement Process 2-5
2.3 Clarification & Addenda 2-6
2.4 Term of Contract 2-7
2.5 Required Submittals 2-7
2.6 Proposal Evaluation 2-7
2.7 Disqualification of Offerors 2-8
2.8 Reserved Rights 2-8
2.9 Applicable Laws 2-8
2.10 Georgia Utility Contractor's License 2-8
2.11 General Contractor's License 2-8
2.12 Professional Licenses 2-9
2.13 Insurance and Risk Management Provisions 2-9
2.14 Liquidated Damages 2-10
2.15 Accuracy of RFP and Related Documents 2-10
2.16 Responsibility of Proposer 2-11
2.17 Confidential Information 2-11
2.18 County Rights and Options 2-11
2.19 Cost of Proposal Preparation and Selection Process 2-13
2.20 Termination of Negotiation 2-13
2.21 Wage Rate Requirements 2-13

Section/Page

2.22 Additional or Supplemental Information 2-14
2.23 Reporting Responsibilities 2-14
2.24 Georgia Security and Immigration Compliance Act 2-14
2.25 Authorization to Transact Business 2-15
2.26 Right to Protest 2-15
2.27 Fulton County Project Sign 2-15
2.28 Request for Proposal General Requirements 2-15

3.0 SPECIAL CONDITIONS

3.1 Acknowledgement of Federal Funding 3-1
3.2 Reporting 3-1
3.3 Site Visits 3-2
3.4 Laws 3-2
3.5 Special Conditions 3-4
Special Condition 1 – Buy American Preferences
Special Condition 2 – Civil Rights Act of 1964 Title VI
Special Condition 3 – Lobbying and Influencing Federal Employees
Special Condition 4 – Davis Bacon Requirements
Special Condition 5 – Equal Employment Opportunity
Special Condition 6 – Standard Federal Equal Employment Opportunity Construction Contract Specifications
Special Condition 7 – Termination of Contract
Special Condition 8 – Contract Work Hours and Safety Standards Act Requirements

4.0 PROPOSAL REQUIREMENTS 4-1
4.1 Submission Requirements 4-1
4.1.1 Proposal Submission Date and Submittal Format 4-1
4.1.2 Number of Copies 4-2
4.2 Overview of Proposal Requirements 4-2
4.3 Scope of Work 4-2
4.4 Technical Proposal Format and Content 4-2
4.5 Cost Proposal Format and Content 4-6

5.0 EVALUATION CRITERIA 5-1
5.1 Proposal Evaluation Criteria 5-1

6.0 PROPOSAL FORMS 6-1

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

6.1 Introduction
6.2 Proposal Forms
6.2.1 Form A - Certification Regarding Debarment
6.2.2 Form B - Non-Collusion Affidavit of Bidder/ Offeror
6.2.3 Form C - Certificate of Acceptance of Request for Proposal Requirements
6.2.4 Form D - Disclosure Form and Questionnaire
6.2.5 Form E - Declaration of Employee-Number Categories
6.2.6 Form F - Georgia Security and Immigration Contractor Affidavit/Agreement
6.2.7 Form G - Georgia Security and Immigration Subcontractor Affidavit
6.2.8 Form H – Local Preference Affidavit of Bidder/Offeror

7.0 CONTRACT COMPLIANCE REQUIREMENTS 7-1
7.1 Non-Discrimination in Contracting and Procurement
7.2 Required Forms and EBO Plan
7.2.1 Exhibit A - Promise of Non-Discrimination
7.2.2 Exhibit B – Employment Report
7.2.3 Exhibit C – Schedule of Intended Subcontractors
7.2.4 Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service
7.2.5 Exhibit E – Declaration Regarding Subcontracting Practices
7.2.6 Exhibit F – Joint Venture Affidavit
7.2.7 Exhibit G – Prime Contractor/Subcontractor Utilization Report
7.2.8 Exhibit H – First Source Jobs Program

8.0 INSURANCE AND RISK MANAGEMENT PROVISIONS..... 8-1

9.0 PROPOSAL BOND 9-1

10.0 PAYMENT AND PEFORMANCE BOND 10-1

11.0 EXHIBITS..... 11-1
Exhibit 1 – Required Submittal Checklist
Exhibit 2 – Cost Proposal Form
Exhibit 3 – Davis Bacon Wage Rates
Exhibit 4 - Assurances – Construction Programs

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

12.0 APPENDICES 12-1
Appendix 1 – Adamsville Health Center Renovation and Expansion Feasibility Study
Appendix 2 – Parcel Description and Plat

VOLUME II

00500 Draft Owner - Contractor Agreement
00700-48 Responsibility for Completion, Time of Completion and Liquidate Damages

TECHNICAL REQUIREMENTS

Division 1 - General Requirements

01 010 Summary of Work
01 025 Applications for Payment
01 040 Project Coordination
01 045 Cutting, Coring & Patching
01 050 Layout of the Work
01 090 Reference Standards
01 200 Project Meetings
01 310 Scheduling of the Work
01 320 Reports
01 340 Shop Drawings, Product Data & Samples
01 370 Schedule of Values
01 400 Quality Control
01 500 Construction Facilities & Temporary Controls
01 560 Environmental Protection
01 610 Material & Equipment Handling
01 630 Products & Substitutions
01 680 Equipment & Systems Instruction
01 700 Project Closeout
01 710 Final Cleaning
01 720 Project Record Documents
01 730 Operating & Maintenance Data
01 740 Warranties
01 760 Spare Parts & Maintenance Materials
01 800 Safety, Health & Loss Prevention Program Guidelines

11RFP031411K-DB
DESIGN/BUILD SERVICES FOR THE OAK HILL CHILD, ADOLESCENT AND FAMILY CENTER
REQUEST FOR PROPOSALS
TABLE OF CONTENTS

Section/Page

Division 2 – Sitework

Division 3 – Concrete

Division 4 – Masonry

Division 5 – Metals

Division 6 – Wood & Plastics

Division 7 – Thermal & Moisture Protection

Division 8 – Doors & Windows

Division 9 – Finishes

Division 10 – Specialties

Division 11 – Equipment

Division 12 – Furnishings

Division 14 – Conveying Systems

Division 15 - Mechanical

Division 16 – Electrical

Division 17 – Special Systems

OWNER - CONTRACTOR AGREEMENT

11RFP031411K-DB, DESIGN/BUILD SERVICES FOR THE CHILD, ADOLESCENT AND FAMILY CENTER

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 2011, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

General Conditions
Bid Form
Scope of Work and Technical Specifications
Drawings and Specifications
Exhibits
Purchasing Forms
Office of Contract Compliance Forms
Risk Management Insurance Provisions Forms

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

Project Number: [INSERT PROJECT #]

[INSERT PROJECT NAME]

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within **[INSERT CONTRACT DURATION]** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of $ 1500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

CONTRACTOR:

[Insert Contractor COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

END OF SECTION

00700-48 RESPONSIBILITY FOR COMPLETION, TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Duty to Accelerate

Subject to the other provisions of the Agreement Documents, Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Critical Path Method (CPM) Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, Contractor agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress:

(1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work;

(2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the County, the delay and backlog of Work;

(3) Reschedule activities as necessary to eliminate in the judgment of the County the delay and backlog of Work; and

(4) Any other measure required by the schedule requirements of the Special Conditions.

In addition, the County may require Contractor to submit a proposed revised CPM Schedule Recovery Plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the County finds the proposed plan not acceptable, the County may require Contractor to submit a new and/or revised plan with direction and other input from the County and Engineer.

2. Liquidated Damages

It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions.

Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Engineer, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work: $1,500/day

For Each day of delay in Final completion of the entire Work: $1,500/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the County after the expiration of the Agreement Date(s) for completion specified in the CPM Schedule for the Work or portions thereof. Contractor and its surety shall be liable for any liquidated damages in excess of the amount due Contractor on the Final Payment.

If the CPM Schedule projects any untimely completion with unexcused delay and the County in good faith believes that retainage will be insufficient to cover the County's damages, Contractor agrees that the County may withhold additional funds to assure the payment of the liquidated damages owed by Contractor.

3. No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the County as a result of the failure on the part of Contractor to complete he Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

TECHNICAL REQUIREMENTS

SECTION 01 010 – SUMMARY OF WORK

1. INTENT

In accordance with the terms and conditions of the Contract, the Design-Build Contractor (DBC) shall perform the work of this Request for Proposal (RFP) for the Fulton County Government as described below.

The services being sought under this Request for Proposals (RFP) are both professional and non-professional in nature. The County is seeking firms with the highest caliber of skills, past performance, reputation, and integrity to design and construct this project. To be considered, proposers must possess and be prepared to provide expertise, resources and personnel experienced in the various phases of planning, design, engineering, and construction. Architects and engineers utilized in the performance of services shall be licensed in the State of Georgia, as shall trade contractors utilized to the extent required by law and applicable codes, standards, and ordinances.

Provide all labor, materials, tools and equipment, and design-build services necessary for the design and construction described herein and those specific tasks as further defined by this request for proposal (RFP).

This project will consist of design, renovation, and construction of facilities at the Oak Hill Child, Adolescent and Family Center campus, Fulton County, Georgia. The Contract will be a Guaranteed Maximum Price (GMP).

Currently, the Department of Behavioral Health administers its System of Care model at the 22 acre Oak Hill Child, Adolescent and Family Center, with plans to expand the program to reflect that of a medical campus with a focus on eliminating health disparities among children and youth by emphasizing health, nutrition, sports and recreational activities. Additionally, suicide, depression, sexual violence, drug use, alcohol and tobacco use will also be addressed by these programs at Oak Hill. Proposed services will address:

- Physical Health Issues (Eating Disorders, Obesity, Bulimia/Anorexia, Diabetes, Asthma)
- Smoking Cessation
- Teen Pregnancy
- Infant Mortality
- Sexual Health
- Family Nutrition (Gardening and Cooking)
- Adolescent Health
- Behavioral Health Issues (Relationship Health, Suicide, Violence/Homicide coping with stress, anger, anxiety)
- Personal Advancement Classes (Reading, Career Exploration, GED, Computer Labs, Financial Literacy)
- Micro-enterprise Zone
- Substance Abuse Services
- Exercise Classes
- After-School/Weekend Programs
- Arts
- Family Literacy
- Early Childhood Intervention for -9 Months to 6 Years of Age

As epidemiological data are evaluated for the area and health needs are expressed by the community, additional services will be provided.

The campus at Oakhill consists of three cottages, an administration building, a small utility building and one cottage with a commercial kitchen. A full size gymnasium, tennis courts, pool, and picnic area are also located on the site. All of the facilities are in disrepair and would need to be completely

refurbished. The project also envisions a soccer field or baseball field to be constructed as well as walking trails throughout.

One of the cottages will need to be renovated and outfitted to be used for medical services. These services will be provided in collaboration with a community partner. An enhanced security system will also be needed as residential services will be provided.

2. SPACE PROGRAMMING

The Medical Center is anticipated to be at least 20,000 square foot in size and at a minimum must include the following space requirements:

General Reception

Lobby (Main)	715 sq.ft.
Center Manager	100 sq.ft.
Admin Assistant	90 sq.ft.
Greeting Area	
Medical Reception/Intake	369 sq.ft.
Financial Counseling	150 sq.ft.
Cashier	50 sq.ft.
Service Coordinator	250 sq.ft.
Conference Room	280 sq.ft.
Locker Room	92 sq.ft.
Medical Records Storages Area	200 sq.ft.
4 – Doctor's office	100 sq.ft. (each)
Waiting	180 sq.ft.
12 – Exam	1,200 sq.ft.
Nurse Supervisor	100 sq.ft.
WIC Nutritionist Office	100 sq.ft.
2-10 Physicians/Health Provider Offices	100 sq.ft.
Offices	100 sq.ft.
Group Activity	250 sq.ft.
3 – Therapist	100 sq.ft.
Waiting	100 sq.ft.
2-Office	100 sq.ft.
Office	50 sq.ft.
Office	50 sq.ft.
Reception	80 sq.ft.
Storage	50 sq.ft.
Waiting	100 sq.ft.
Computer Lab	500 sq.ft.
Classroom General Use	750 sq.ft.
Reading Room	500 sq.ft.
Break Room	300 sq.ft.
Data/IT Equip Room	70 sq.ft.
Copier/Work Area	80 sq.ft.
2 – Conference	200 sq.ft.
Janitor/Main. Supply Area	150 sq.ft.
3 – Communication	100 sq.ft.
3 – Electrical	100 sq.ft.
Fire Marshal	75 Sq.ft.
Generator	150 sq.ft.
2 – Janitor	30 sq.ft.
Loading	300 sq.ft.
4 – Mech	100 sq.ft.

Storage	200 sq.ft.

3. ADDITIONAL REQUIREMENTS

Build must be energy efficient and green. Building will not have a flat roof or low slopped roof that can create ponding of any kind. Must be built to all applicable federal, state, local building and life safety codes.

SECTION 01 025 - APPLICATIONS FOR PAYMENT

1. SUBMITTAL AND VALIDATION OF APPLICATIONS FOR PROGRESS PAYMENTS

The County will make payments to the Design/Builder 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 Construction Manager, provided the estimate was submitted in accordance with the following requirements:

A. The Applications for Payment shall be based on a Schedule of Values completed in accordance with Section 01 370 of the Project Manual. Applications for Payment are to serve as certification by the Design/Builder as to the status of the Work.

B. On or prior to the 20th day of each month, the Design/Builder 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 and Construction Manager may require to verify and approve the amount of payment applied for. The Design/Builder may be requested to review the Application for Payment with the Construction Manager on the jobsite in order to verify work in place or the location of stored materials.

C. After the Construction Manager has advised the Design/Builder of the acceptability of the Application for Payment, and on or before the 25th day of each month, the Design/Builder shall submit to the Construction Manager an itemized, notarized Application for Payment.

D. The Design/Builder shall submit the Application for Payment in four (4) hardcopies on the latest version of *AIA Document G702/CMa, Application and Certificate for Payment – Construction 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 Design/Builder. The application may be generated by the use of a software applications package acceptable to the Construction 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.

E. If the Design/Builder has made Application for Payment as detailed herein, the Construction Manager will confirm the amounts to be paid to the Design/Builder, 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.

F. With respect to all costs except design fees, each Application for Payment shall be validated prior to approval of the following month's Application for Payment, using documentation of actual costs and payments disbursed by the Design/Builder, and assuming that the Design/Builder has received payment from the County for the Application to be validated. With each Application for Payment, the Design/Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Construction Manager or County to demonstrate that cash disbursements already made by the Design/Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design/Builder, less that portion of those payments attributable to the Construction Fee, plus payrolls for the period covered by the present Application for Payment.

G. The Design/Builder shall also submit with each Application for Payment, if requested, additional documentation, including, but not limited to, sworn statements, waivers and releases of liens and claims, including those required of subcontractors of any tier as may be requested by the Construction Manager, reflecting all retainage, previous Applications for Payment, payment for labor and material, payment for materials stored and other documentation and requirements related to Work performed as provided elsewhere in the Contract Documents or as required by the Construction Manager.

H. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered. The percentage completion of each portion of the Work shall be based only on the value of the Work in place or stored, as approved by the Construction Manager, and not on any greater amount which may have actually been incurred or paid by the Design/Builder for any reason whatsoever, unless previous written authorization has been received from the Construction Manager.

I. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. That portion of the Design Fee and Guaranteed Maximum Price (GMP) properly allocable to completed Work as described above; ***plus***
2. that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation into the Work, or if approved in advance by the Construction Manager, suitably stored at an alternate location; ***plus***
3. that portion of the GMP properly allocable to the Construction Fee, which shall be computed as the rate specified in the Contract times the total of the amounts described in Subparagraphs 1.I.1 and 1.I.2 above, or if the Construction Fee is established as a Fixed Fee, shall be an amount which bears the same ratio to that Fixed Fee as the total of the amounts described in Subparagraphs 1.I.1 and 1.I.2 above bears to the GMP; ***less***
4. Retainage at the specified rate; ***less***
5. The aggregate of previous Applications for Payment; ***less***
6. the shortfall, if any, found by the Construction Manager's or County's review of the documentation required by Paragraph 1.F above for substantiation of prior Applications for Payment, or resulting from errors subsequently discovered in such documentation; ***less***
7. Any amounts for which the Construction Manager has withheld or nullified a Certificate for Payment as provided in Article 9 of the *Owner-Design/Builder Agreement*.

J. The County will withhold ten (10) percent of each progress payment. Retain age release upon Substantial Completion shall be per O.C.G.A. 13-10-2.

K. Late applications will not be accepted for any reason whatsoever. If the Design/Builder is late with its pay application, it will not be processed until the next pay cycle.

L. At no time during the contract will the Design/Builder be allowed to bill for an amount which is in excess of the amount of its contract (design fees plus GMP), including all signed and executed change orders.

M. The Design/Builder may expect payment from the County within thirty (30) days of the Design/Builder's submittal of an Application for Payment. Any follow-up inquiries on the status of payments shall be through the Construction Manager. The Design/Builder is not permitted to contact the County directly with any payment inquiries.

N. 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.

2. PAYMENT FOR MATERIALS STORED ON SITE

A. As provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site, provided such materials are stored according to the provisions of the Contract Documents and the satisfaction of the Construction Manager. Provisions for storing materials at the site are described elsewhere in the General Requirements.

B. The Design/Builder shall include with its payment request an itemization of the quantity of such materials, and shall document with invoices, Bills of Sale or other documentation acceptable to the Construction Manager, the cost of said materials. The design/builder must provide proof of payment for the stored material before applying for payment.

3. PAYMENT FOR MATERIALS STORED OFF SITE

There will be no payment for materials stored off the project site.

4. FINAL PAYMENT

A. Final Payment shall not be made until a final accounting of the Cost of the Work has been submitted by the Design/Builder and reviewed by the Construction Manager and the County. A satisfactory accounting of the

Cost of the Work shall be a prerequisite for certification of a final Application for Payment by the Construction Manager and subsequent payment by the County.

B. The same procedural requirements for submittal of progress Applications for Payment shall apply to submittal of the final Application for Payment, except as provided in this Paragraph 4.

C. The amount of the Final Payment shall be calculated as follows:

1. For design, the total sum of the Design Fee included in the contract, less any unused portion of a Reimbursable Expense allowance; ***plus***
2. For construction, the total sum of the Cost of the Work, as substantiated by the Design/Builder's final accounting and including the Construction Fee, but totaling no more than the Guaranteed Maximum Price; ***less***
3. Amounts, if any, for which the County withholds, in whole or in part, a final Certificate for Payment as provided in Article 9 of the *Owner-Design/Builder Agreement*; ***less***
4. The aggregate of previous payments made by the County.

D. The Construction Manager and the County will complete a review of the Design/Builder's final accounting of the Cost of the Work within 30 days after delivery of the final accounting and a final Application for Payment to the Construction Manager by the Design/Builder. If the Construction Manager's and County's review substantiates the final accounting as provided, the Construction Manager shall, within seven (7) days, either certify the final Application for Payment and forward it to the County for payment, or shall notify the Design/Builder and the County in writing of the reasons for withholding certification as provided in Article 9 of the *Owner-Design/Builder Agreement.*

E. If the aggregate of previous payments made by the County should exceed the final amount due the Design/Builder as supported by the final accounting of the Cost of the Work, the Design/Builder shall immediately reimburse the difference to the County.

F. If the review of the final accounting of the Cost of the Work by the Construction Manager and the County determines that the Cost of the Work as claimed by the Design/Builder cannot be substantiated, the Construction Manager will notify the Design/Builder and the County in writing, and then confer with the Design/Builder regarding the amount in dispute. If after conferring there is still an amount in dispute, the Construction Manager shall certify the final Application for Payment for the amount not in dispute and forward it to the County for payment. Resolution of any remaining amount in dispute shall be according to Subparagraph 2.2.10 of the *Owner-Design/Builder Agreement.*

BILL OF SALE OF PERSONAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS,

THAT,

For and in consideration of the sum of _____Dollars ($ _____) and other good and valuable consideration, the receipt of which is hereby acknowledged, _____, the Undersigned ("Seller"), does by these presents BARGAIN AND SELL UNTO FULTON COUNTY, GEORGIA ("Purchaser") the goods and chattels located at _____ as described on the Schedule attached hereto and by this reference made a part hereof (the "Property").

IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS HEREIN CONTAINED, SELLER AGREES AS FOLLOWS:

1. Seller does hereby covenant and warrant to the Purchaser that Seller is the lawful owner of the Property; that the Property is free from all liens and claims whatsoever; that Seller has good right to sell the same; that Seller will warrant and defend same against the claims and demands of all persons.

2. Seller will provide safe and proper storage for the Property and will cause to be placed conspicuously and securely on the Property a sign or signs which will show that the Property is the Property of the Purchaser.

3. The Property shall be held at Seller's risk, and shall be kept insured, against fire, theft, and all other hazards by Seller at Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Purchaser. Copies of policies or certificates of such insurance will be furnished to Purchaser.

4. Seller shall indemnify, defend, and hold the Purchaser harmless from and against claims, liabilities, damages, suits, actions, losses, costs or expenses, including reasonable attorneys' fees, arising out of or occasioned by the lost, theft, damage, destruction handling, repair and maintenance of the Property or any part thereof.

5. The Purchaser or his agents shall have the right to inspect the Property at any time during normal business hours at the storage facilities of the Seller. The failure to inspect shall not be deemed a waiver of any of the rights of the Purchaser, and, if the Property is found to be defective, in material or workmanship, stolen or lost, in whole or in part, the Seller shall replace the same at its own cost.

6. The Property shall be subject to removal by Purchaser, at any time, upon Purchaser's instruction.

IN WITNESS WHEREOF, the Undersigned has set _____ hand this _____ day of _____, 20___.

SELLER:

_____

BILL OF SALE OF PERSONAL PROPERTY

ATTEST:

_____

STATE OF _____

COUNTY OF _____

This is to certify that _____ is personally known to me to be the same person whose name subscribed on the foregoing bill of sale appeared before me, _____, a notary public, this _____ day of _____, 19___, and expressly acknowledged to me the execution of said foregoing bill of sale a free and voluntary act, receipt of consideration as recited therein, and that _____ understood the foregoing bill of sale and intended to be legally bound by the same.

NOTARY PUBLIC:

_____

My Commission expires on: _____

BILL OF SALE OF PERSONAL PROPERTY

Schedule of Stored Materials

This Schedule is an attachment to the Bill of Sale of Personal Property dated _____.

DESIGN/BUILDER'S CERTIFICATE OF QUANTITY AND VALUE OF STORED MATERIAL

This is to certify that the stored materials intended for installation on the _____ (Project Site), for which the Design/Builder or Vendor (Seller) has requested payment tabulated in Column "F" of the Design/Builder's Application for Payment dated _____, and as conveyed by the aforementioned Bill of Sale of Personal Property, are comprised of the items or bulk quantities of goods insured as certified by the attached loss payable clause endorsement to the Seller's insurance policy, as provided by the attached written consent of Surety, and as set forth below in numbered Sections 1 and 2.

This attachment further certifies that, of the items or quantities of materials previously conveyed by Bill(s) of Sale provided prior to the date of the aforementioned Bill of Sale to which this is an attachment, and previously stored at locations other than the Project Site, only the following items or bulk quantities, as set forth in numbered Section 3 below, remain so stored:

Section 1 - MATERIALS PERTAINING TO THE AFOREMENTIONED BILL OF SALE AND STORED AT LOCATIONS OTHER THAN THE CONSTRUCTION PROJECT SITE:

Quantity	**Description**	**Value (before retainage)**	**Storage Location**

SUBTOTAL BEFORE RETAINAGE: _____

BILL OF SALE OF PERSONAL PROPERTY

Schedule of Stored Materials

Section 2 - MATERIALS PERTAINING TO THE AFOREMENTIONED BILL OF SALE AND STORED BUT NOT YET INCORPORATED INTO THE WORK COMPLETE ON THE CONSTRUCTION PROJECT SITE:

Quantity	Description	Value (before retainage)

SUBTOTAL BEFORE RETAINAGE: _____

BILL OF SALE OF PERSONAL PROPERTY

Schedule of Stored Materials

Section 3 - MATERIALS PERTAINING TO PRIOR BILL(S) OF SALE AND STORED AT LOCATIONS OTHER THAN THE CONSTRUCTION PROJECT SITE:

Quantity	Description	Bill of Sale Date	Value (before retainage)	Storage Location

SUBTOTAL BEFORE RETAINAGE: _____

BILL OF SALE OF PERSONAL PROPERTY

Schedule of Stored Materials

In providing this certification, the Seller hereby certifies that he, or his duly authorized agent by whose actions he is legally bound, has actually visited the storage locations listed in numbered Sections 1 and 3, and that he or his agent has verified the quantity of materials so stored, that they are being stored in a reasonably safe manner and that they are physically and clearly identified as being the property of FULTON COUNTY. GEORGIA as represented by the Board of Commissioners.

SO CERTIFYING, the Undersigned has set _____ hand this _____ day of _____, 20___.

SELLER:

_____

END OF SECTION 01 025, APPLICATIONS FOR PAYMENT

SECTION 01 045 – CUTTING, CORING & PATCHING

1. GENERAL

A. "Cutting, Coring and Patching" is hereby defined to include, but not necessarily be limited to, removal, cutting (including excavation), coring, fitting and patching of nominally completed and previously existing Work, as shown or required in order to accommodate the coordination of Work, installation of new Work, to uncover other Work for access or inspection, remove and replace defective Work or Work not conforming to the Contract Documents, or to obtain samples for testing or for similar purposes.

B. For existing buildings, the sizes, dimensions, and elevations shown on the drawings represent measurements which should be regarded as typical dimensions; actual dimensions may and will vary due to prevailing building practices at the time of construction, and building settlement over time.

C. The requirements of this section apply generally to all aspects of the Work, including mechanical, electrical and special systems work, unless otherwise indicated.

D. The Design/Builder shall note that it is its responsibility to coordinate the locations and sizes and to cut or core all openings and penetrations for all trades involved in the Work of this Contract. Any openings and penetrations which may be shown on drawings provided by the County are intended only to assist the Design/Builder in coordinating the major openings and penetrations and are not representative of all openings which will be required to complete the work.

2. QUALITY ASSURANCE

A. The Design/Builder shall not cut, core and patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Prior to cutting, coring and patching structural work, obtain Construction Manager's approval to proceed with cutting and patching as proposed in a written submittal by the Design/Builder.

B. The Design/Builder's submittal requesting consent to proceed with cutting, coring and patching structural work must include:

1. Identification of the Project
2. Description of the affected Work
3. Necessity for cutting or coring
4. Affects on other Work, and on the structural integrity of the Work
5. Description of the proposed Work, which designates:
   a). Scope of cutting, coring and patching
   b). Subcontractor who will execute the work
   c). Products proposed to be used
   d). Extent of refinishing required
6. Alternates to cutting, coring and patching
7. Designation of the responsibility for the costs associated with the cutting, coring and patching
8. Evidence of review and approval of proposed cutting or coring by Design/Builder's Structural Engineer

C. Prior to performing any cutting, coring and patching as extra work, the Design/Builder shall have submitted a written cost proposal and received written direction from the Construction Manager.

D. The Design/Builder shall be responsible for providing, locating, and installing all embeds necessary for the completion of the Work, so as to avoid unnecessary cutting and patching.

3. OPERATIONAL AND SAFETY LIMITATIONS

A. The Design/Builder shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended including energy performances, or resulting in decreased operational life, increased maintenance, or decreased safety.

B. The Design/Builder shall not cut, core drill or otherwise penetrate any post-tensioned cast-in-place concrete elements.

4. VISUAL REQUIREMENTS

The Design/Builder shall not cut and patch work which is exposed on the exterior, or exposed on the interior in occupied spaces of the building, in a manner resulting in a reduction of visual qualities, or resulting in substantial evidence of cut and patch work, as judged by the Construction Manager. The Design/Builder shall remove and replace work judged by the Construction Manager to be cut and patched in a visually unsatisfactory manner.

5. MATERIALS

The Design/Builder shall provide materials for cutting and patching which will result in equal or better work than work being cut and patched, in terms of performance characteristics and including visual effect where applicable. The Design/Builder shall comply with requirements, and use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

6. PREPARATION

A. Inspection of Concealed Conditions (for construction existing prior to this Contract, if applicable) - Prior to beginning installation or preparation of shop drawings for each unit of work involving exposure of existing concealed construction, the Design/Builder shall remove the minimum of finishes, substrates and other existing construction as necessary to expose existing conditions where work is required behind existing surfaces. The Design/Builder shall verify that work can proceed in accordance with the requirements of the Contract Documents. The Design/Builder shall prepare detailed drawings of any existing conditions which differ substantially from conditions indicated or implied by the Contract Documents and the existing construction visible prior to exposure of concealed conditions. Submit drawings and a cost proposal to the Construction Manager a minimum of fourteen (14) calendar days prior to the scheduled installation of work in that area or the preparation of any required submittals relating to the area in question.

B. Inspection of Concealed Conditions (for Work installed under this Contract) – In the event work is required behind existing surfaces previously installed under this Contract, the Design/Builder shall remove the minimum of finishes, substrates and other existing construction as necessary to expose existing conditions where work is required behind existing surfaces. Inspect and assess all conditions affecting the continued performance of the Work, and immediately report any circumstances which could have an adverse effect on the performance of the Work to the Construction Manager.

C. Temporary Support - The Design/Builder shall provide shoring and protection and/or temporary support for work to be cut, to prevent failure. Do not endanger other work.

D. Protection - The Design/Builder shall provide protection of other work during cutting and patching, to prevent damage and provide protection of the Work from adverse weather conditions. The Design/Builder shall not cut or alter work of another contractor without written consent of the Construction Manager.

7. CUTTING AND PATCHING

A. The Design/Builder shall employ skilled tradesmen to perform all cutting, coring and patching and who have experience working with the materials involved. Except as otherwise indicated or approved by the Construction Manager, the Design/Builder shall proceed with cutting and patching at earliest feasible time in each instance, and complete work without delay.

B. The Design/Builder shall cut work by methods least likely to damage work to be retained and work adjoining. Employ the original installing subcontractor to perform cutting and patching for weather-exposed or moisture-resistant elements, and for exterior or interior surfaces exposed to view.

C. In general, where physical cutting action is required, the Design/Builder shall cut work with sawing and grinding tools, not with hammering and chopping tools. Make cuttings to neat, straight lines and only to the size required to accommodate the construction to be installed. Core drill openings through finished concrete work.

D. The Design/Builder shall patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work. Where feasible, inspect and test patched areas to demonstrate integrity of work.

E. The Design/Builder shall restore exposed finishes of patched areas and extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching and refinishing. Where a patch occurs in a smooth painted surface, the Design/Builder shall extend the final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

F. Wherever existing concrete floors are required to be patched or leveled, and where slabs are chopped out to provide for installation of new concrete floors, and where existing concrete is to be extended, the Design/Builder shall apply concrete bonding agent before placing new concrete. Apply such bonding agent in accordance with the manufacturer's specifications.

END OF SECTION 01 045, CUTTING, CORING & PATCHING

SECTION 01 050 – LAYOUT OF THE WORK

1. PROJECT LAYOUT REQUIREMENTS

A. The Design/Builder 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. Establish lines and levels, and locate and lay out by instrumentation and similar appropriate means, the following:

1. Site improvements, including, but not limited to, pavement; stakes for grading, fill and topsoil placement; and utility slopes and invert elevations
2. Grid and axes for structures
3. Building foundations, column locations, and floor elevations
4. Controlling lines and levels required for mechanical, electrical, and other trades

D. Protect and preserve the established control points, monuments, stakes, bench marks, or other datum points. The Design/Builder shall not make any change in location without the written approval of the Construction Manager. Any control points lost or displaced through the neglect of the Design/Builder shall be replaced at no additional cost to the County.

E. Verify the overall and critical dimensions and elevations for the Work prior to commencement of construction. Submit a written statement to the Construction 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.

F. Verify all drawing dimensions and existing measurements as the Work progresses at the site. No extra charges shall be allowed for differences between actual field measurements and any dimensions shown on the Design/Builder's Construction Documents or given in the Contract Documents. Do not provide filler pieces or closures without approval from the Construction Manager.

G. Verify and maintain layouts during construction operations, using the same methods as were used to establish original layouts.

H. All Work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit. These items shall be located to prevent interference with other work and with the use of the spaces in the manner required by the functions of the space and the County. Valves shall be located in inconspicuous but accessible locations. Before proceeding with any work exposed to view, the Design/Builder shall carefully plan the layout and review any questionable installations with the Construction Manager.

I. 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 submitted at Substantial Completion.

2. QUALITY ASSURANCE / QUALITY CONTROL

A. The Design/Builder shall employ qualified personnel to stake out/locate the reference points as needed to properly locate the Work of the Design/Builder 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 Construction 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 Design/Builder shall be responsible for transferring all required measurements from the control points to the required locations throughout the Project. If, at any time, the Construction Manager questions the transference of such dimensions, the Design/Builder shall, at no additional cost to the County, verify the transference of questionable dimensions to the Construction Manager.

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 installed, and notify the Construction Manager in writing of any discrepancies or conditions detrimental to the proper performance of the Work. The Design/Builder is not to proceed until any such discrepancies or detrimental conditions are corrected.

C. Obtain accurate field dimensions in ample time to permit fabrication of items requiring same, and allow for delivery and installation in time to maintain the project schedule. The Design/Builder and all subcontractors shall cooperate and coordinate in completing the work phases to accommodate the schedule for obtaining dimensions and to prevent fabrication delay. In the event it is impractical to have work in place to permit field dimensions to be taken, the Design/Builder shall guarantee necessary dimensions to fabricators and be responsible to ensure those dimensions will be accurate.

D. The Design/Builder 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 material is designated for certain applications, material shall conform to standards designated in the applicable building code governing the Work. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards required by such code. Where no particular material is specified for a certain use, the Design/Builder shall select from choices offered in the governing code.

C. 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.

D. Where specific articles, sections, divisions or headings for standards are not given, such standards shall apply as appropriate. 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

A. 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. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

B. Whenever initials representing such a body are shown, followed by a number or a combination of numerals and letters, reference is to a particular standard to which Design/Builder shall conform. The number or combination of numerals and letters following abbreviation designates the particular standard to be followed.

3. DESIGN/BUILDER'S DUTIES AND RESPONSIBILITIES

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

4. CONFLICTING STANDARDS

Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels refer requirements that are different but apparently equal and other uncertainties to the Construction Manager for a decision before proceeding.

5. 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 Design/Builder shall obtain copies directly from the publication source.

END OF SECTION 01 090, REFERENCE STANDARDS

SECTION 01 200 – PROJECT MEETINGS

1. GENERAL

A. The Construction Manager will determine the agenda for and chair the meetings described below and also shall prescribe the format for the documentation of the meetings to be produced by the Design/Builder.

B. Representatives of the Design/Builder and its subconsultants, subcontractors, and suppliers in attendance at any project meeting shall be qualified and authorized to act on behalf of the entity each represents.

C. The Design/Builder shall schedule and administer project meetings throughout progress of Work where specified or required, and shall have the following specific responsibilities:

1. Distribute Construction Manager's agenda for meetings
2. Distribute written notice of each meeting a minimum of four days in advance of meeting date
3. Make physical arrangements for meetings
4. Record minutes, in the format to be provided by the Construction Manager, to include significant proceedings and decisions
5. Reproduce and submit word processed minutes, within four working days after each meeting, to the Construction Manager for approval before further distribution. After approval, distribute copies as follows:

    a. to all participants in the meeting
    b. to all parties affected by decisions made at meeting
    c. to all other parties as may be designated by the County or Construction Manager

D. The County's user department(s) will be active participants in the design and construction process for this project, and their representative(s) shall be invited to all project meetings for which their presence and/or participation is appropriate.

2. PRE-DESIGN/PROGRAM CONFIRMATION MEETINGS

A. Schedule: Meeting shall be held within ten (10) days of Notice to Proceed.

B. Location: Designated by Construction Manager.

C. Attendance:

1. Owner/user group representative(s), as appropriate
2. Program Manager's representative (at its option)
3. Construction Manager' representative
4. Design/Builder's Project Manager, and other representative(s) as appropriate
5. Design/Builder's architects and engineers
6. Major subcontractors
7. Others as appropriate

D. Suggested Minimum Agenda:

1. Introductions of team members
2. Projected design and construction schedules
3. Items to be coordinated before design commences
4. Critical work sequencing
5. Project coordination and designation of responsible personnel
6. Procedures for design issues and decisions
7. Procedures for design submittals and reviews
8. Procedures for maintaining record documents

3. DESIGN PROGRESS MEETINGS

A. Scheduling: Meetings shall be conducted bi-weekly throughout the design phase.

B. Location: Designated by Construction Manager.

C. Attendance:

1. Owner/user group representative(s), as appropriate
2. Program Manager's representative (at its option)
3. Construction Manager' representative
4. Design/Builder's Project Manager, and other representative(s) as appropriate
5. Design/Builder's architects and engineers
6. Others as appropriate

D. Suggested Minimum Agenda:

1. Design progress and schedule
2. Critical issues affecting design progress

4. PRE-CONSTRUCTION MEETING

A. Scheduling: Meetings shall be held at least two weeks prior to any Work commencing on the site.

B. Location: Designated by Construction Manager.

C. Attendance:

1. Owner/user group representative(s), as appropriate
2. Program Manager's representative (at its option)
3. Construction Manager' representative
4. Design/Builder's Project Manager, Superintendent, and other representative(s) as appropriate
5. Design/Builder's architects and engineers
6. Major subcontractors and suppliers
7. Others as appropriate

D. Suggested Minimum Agenda:

1. Discussion of major subcontractors and suppliers
2. Projected construction schedules
3. Critical work sequencing
4. Major equipment deliveries and priorities
5. Project coordination and designation of responsible personnel
6. Procedures and processing of:
   a. Design issues and decisions
   b. Field decisions
   c. Proposal requests
   d. Submittals
   e. Change orders
   f. Applications for payment
7. Adequacy of distribution of Construction Documents
8. Procedures for maintaining record documents
9. Use of premises:
   a. Office, work and storage areas
   b. County's and Construction Manager's requirements
10. Construction facilities, controls and construction aids
11. Temporary utilities
12. Safety and first-aid procedures

13. Security procedures and site access controls
14. Housekeeping procedures
15. Traffic and parking procedures
16. Other administrative procedures

5. CONSTRUCTION PROGRESS MEETINGS

A. Scheduling: Meetings shall be conducted at least bi-weekly throughout the construction phase.

B. Location of the Meetings: Project field office of Contractor or other location designated by Construction Manager.

C. Attendance:

1. Owner/user group representative(s), as appropriate
2. Program Manager's representative (at its option)
3. Construction Manager' representative
4. Design/Builder's Project Manager, Superintendent, and other representative(s) as appropriate
5. Design/Builder's architects and engineers as appropriate to the agenda
6. Subcontractors and suppliers as appropriate to the agenda
7. Others as appropriate

D. Suggested Minimum Agenda:

1. Actual vs. scheduled progress since previous meeting
2. Planned construction activities for the next four weeks
3. Problems with and revisions to construction schedule
4. Review of off-site fabrication and delivery schedules
5. Corrective measures and procedures to regain projected schedule
6. Submittal schedules and expediting
7. Construction Document clarifications
8. Field observations, problems, and conflicts
9. Quality control
10. Actual and potential changes and their impacts
11. Safety issues

6. PRE-INSTALLATION MEETINGS

A. Scheduling: Schedule pre-installation meetings for installation of various aspects of the Work prior to the start of installation, or as otherwise specified in the Project Manual. Do not schedule pre-installation meetings until required submittals have been approved.

B. Location: At jobsite.

C. Meeting Requirements:

1. Prior to installation of work, conduct pre-installation meeting at project site with Design/Builder's superintendent and foreman, primary materials installer, installer of each component of associated work, representative(s) of materials manufacturer(s), inspection and testing agency representative (if any), installers of other work requiring coordination, Construction Manager, and Owner's representative for the purpose of reviewing job mock-up (if any), job conditions, project requirements and procedures to be followed in performing work.

2. At pre-installation meeting, examine areas and conditions under which work is to be performed. Report in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected. Commencement of work shall constitute acceptance of substrate conditions.

3. At pre-installation meeting, the manufacturer's authorized representative shall inspect storage of job site materials, establish scheduling of initial and final installation of products, and establish the method of preparing written progress reports to Design/Builder (with copy to Construction Manager) of job conditions and installation.

4. At pre-installation meeting, review manufacturer's product data publications and other published instructions for material installation compliance including shop drawings. Shop drawings and submittals shall be reviewed and approved prior to pre-installation meetings. Design/Builder shall provide a set of approved shop drawings and submittals for meeting use.

5. Where manufacturer's representative offers recommendations on material use, such recommendations shall be submitted in writing and substantiated by dated, printed, published product data or material use statement which is complete, definite, and clear, and signed by authorized company official.

6. Meeting Report: Submit copy of pre-installation job meeting report. Include copy of manufacturer's inspection report, manufacturer's recommendations, and any statement of non-compliance as applicable.

7. Pre-Installation meetings shall include, but not be exclusive of the following portions of the Work:

   a. Roof System
   b. Brick/Masonry
   c. Glazing & Skylights
   d. Hollow Metal & Hardware
   e. Applied Wall Systems & Products
   f. Equipment & Systems
   g. Furnishings (prior to ordering)
   h. Voice/Data/Paging System (prior to ordering)
   i. Fire/Security Systems
   j. Combined Mechanical/Electrical/Plumbing & Control Systems

7. INSPECTION TOURS

A. Formal inspection tours shall be made of the job progress for the Owner and any other officials as the occasion warrants and as scheduled by the Construction Manager.

B. If requested by the Construction Manager, the Design/Builder shall be prepared to show and explain work completed and in progress throughout the Project to the inspection parties.

END OF SECTION 01 200, PROJECT MEETINGS

SECTION 01 310 – SCHEDULING OF THE WORK

1. INTRODUCTION

A. This Section describes the design and 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 Design/Builder;
2. to assist the County and Construction Manager in evaluating the progress of the Work;
3. to provide for optimum coordination by Design/Builder of its subconsultants, trades, subcontractors and 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 Design/Builder shall use one of the following software programs to develop its Detailed Design and Construction Schedule:

1. Primavera Project Planner, latest version
2. SureTrak Project Manager, latest version
3. Microsoft Project, latest version (MPX file)

B. The Detailed Design and Construction Schedule, as defined herein, shall represent the Design/Builder's commitment and intended plan for completion of the Work in compliance with the Contract completion date and interim milestone dates specified. The Detailed Design and Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors or the County, and interface dates with utility companies, the County's operations, and others. The Detailed Design and Construction Schedule shall anticipate all necessary manpower and resources to complete the Work within the dates set forth.

C. Once approved by the Construction Manager, the Detailed Design and 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 Design/Builder is responsible for determining the sequence of activities, the time estimates of the detailed design and construction activities and the means, methods, techniques and procedures to be employed. The Detailed Design and Construction Schedule shall represent the Design/Builder's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The Design/Builder shall ensure that Detailed Design and 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 Design/Builder, the Design/Builder shall coordinate its activities with the activities of the separate contractors, and the Detailed Design and Construction Schedule shall take into account and reflect such work by others.

F. The Design/Builder 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 Detailed Design and Construction Schedule for the Work. The Design/Builder shall notify the Construction Manager in writing, and in a timely and reasonable manner, whenever the Design/Builder determines or anticipates that the delivery date of any material or equipment to be furnished by the Design/Builder will be later than the delivery date indicated by the currently approved Detailed Design and Construction Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

3. DETAILED DESIGN AND CONSTRUCTION SCHEDULE

A. Within two (2) weeks after the Notice to Proceed, the Design/Builder shall submit a Detailed Design and Construction Schedule according to the requirements established herein.

1. For the initial submittal, the Construction Schedule portion will be considered preliminary until such time as design is completed.

2. The Detailed Design and Construction Schedule shall be resubmitted within ten (10) days following the County's approval of the Design/Builder's final Construction Documents, providing the Design/Builder's definitive plan for all construction activities. Should the Work be "fast-tracked," a resubmittal shall be required within ten (10) days following the County's first approval of any portion of the Design/Builder's Construction Documents, and then again similarly for all such partial approvals and the final approval.

B. The Detailed Design and Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities which are part of the Design/Builder's design and construction plan and an accompanying listing of activity's dependencies and interrelationships. The Detailed Design and 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 not exceeding fourteen (14) calendar days for all activities for which the Design/Builder will perform actual design or construction work. Material procurement, submittals, concrete curing and other similar activities may exceed fourteen (14) calendar days if approved by the Construction Manager. Related activities, each of a duration of five (5) calendar days or less, may be shown as one activity together, if not on the critical path of timely job completion.
4. Outage schedules for existing utility services that will be interrupted during the performance of the Work
5. Acquisition and installation of equipment and materials supplied and/or installed by the County or separate contractors
6. All start dates, milestones, float and completion dates
7. An accounting of the number of workdays anticipated to be lost due to weather. This accounting shall be in accordance with allowable days per month provided in Article 8 of the *Owner-Design/Builder Agreement* (Section 00 500).
8. A tabular report listing all predecessor and successor activities for each activity
9. A legible time scaled network diagram
10. A listing of the project calendar, indicating the anticipated days of work performance
11. A floppy computer disk, in a form and format acceptable to the Construction Manager, of the Detailed Design and 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 Design and Construction Schedule shall include, but not be limited to, preliminary and final design activities, pre-design and program meetings, sitework, structure erection, roof close-in, exterior wall systems, paving, major material fabrication and delivery, shop drawings submittals, bi-weekly progress meetings, furniture delivery and installation, equipment delivery and installation, coordination requirements, mock-up installations and inspections, dates of Substantial and Final Completion, Certificate of Occupancy inspection, systems testing and instruction, and special County reviews and decision points that impact the Work.

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. For all major equipment and materials to be fabricated or supplied for the Project, the Detailed Construction Schedule shall show a sequence of activities including:

1. Preparation of shop drawings and sample submissions
2. A reasonable time for review of shop drawings and samples or such time as specified in the Contract Documents
3. Shop fabrication, delivery and storage
4. Erection or installation
5. Testing of equipment and materials.

F. The Design/Builder shall submit, as a part of the data submitted to the Construction Manager, a narrative report indicating the anticipated allocation by the Design/Builder 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
3. whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6 or 7 day work week basis.

G. The Construction Manager shall have the right to require the Design/Builder to modify any portion of the Design/Builder's Detailed Design and Construction Schedule, or Recovery Schedule, as herein required, (including cost loading) with the Design/Builder bearing the expense thereof, which the Construction 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 Design/Builder 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 Design/Builder to comply with the requirements of this Section or any other requirements of the Contract Documents; or
8. not in accordance with the Design/Builder's actual operations.

5. COST LOADING

A. As part of the submission of the Detailed Design and Construction Schedule, the Design/Builder 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 Design and 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 DESIGN AND CONSTRUCTION SCHEDULE/PROGRESS REPORTS

A. Not less than seven (7) calendar days before the submission of the monthly progress payment request, or on a date specified by the Construction Manager, the Design/Builder shall arrange for its Project Manager, architect and engineers (if during design), Superintendent and necessary subcontractors and suppliers (if during construction) to attend a monthly schedule meeting with the Construction Manager to review the Design/Builder's report of actual progress. Said report shall set forth up-to-date and accurate progress data, and shall be prepared by the Design/Builder in consultation with all principal subconsultants, subcontractors and suppliers.

B. The progress report of the Design/Builder 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. The Construction Manager will produce a computerized update worksheet for the Design/Builder to complete as a part of this process.

D. 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 Design and Construction Schedule
2. Anticipated detailed design and construction activities for the subsequent report period
3. Critical items pending
4. Design/Builder requested changes to the Detailed Design and Construction Schedule.

E. The Design/Builder 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 men by craft 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 the total number of men by craft, and separately stating such total as to office, supervisory and field personnel
5. A list of Design/Builder supplied materials and equipment, indicating current availability and anticipated job site delivery dates
6. Anticipated changes or additions to Design/Builder's supervisory personnel.

F. As part of the updating process, the Construction Manager will calculate, based upon progress data provided by the Design/Builder and agreed to by the Construction Manager, the value of Work completed based on the sum of the cost loading amounts for all activities, including activities specifically defined for stored materials, 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 Design/Builder, provided that the Design/Builder has complied with all requirements of the Contract Documents.

G. No invoice for payment shall be submitted and not payment whatsoever will be made to the Design/Builder until the required narrative reports, as defined herein, have been submitted and the Detailed Design and Construction Schedule has been updated.

7. RECOVERY SCHEDULE

A. Should the updated Detailed Design and Construction Schedule, at any time during the Design/Builder's performance, show, in the sole opinion of the Construction Manager, that the Design/Builder is behind schedule for any milestone or completion date for any location or category of work, the Design/Builder, at the request of the Construction 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 Design/Builder intends to reschedule its Work in order to regain compliance with the Detailed Design and Construction Schedule within thirty (30) calendar days.

B. If the Design/Builder believes that all of the time can be recovered within thirty (30) calendar days, the Design/Builder will be permitted to prepare a Recovery Schedule as set forth below. However, if the Design/Builder 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 Design and Construction Schedule and comply with all of the requirements of a Schedule Revision as set forth in Paragraph 8 below.

C. The Design/Builder shall prepare and submit to the Construction 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 Design and Construction Schedule at the earliest possible time. The Design/Builder shall prepare a Recovery Schedule to the same level of detail as the Detailed Design and 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 Construction Manager, the Design/Builder and any of the necessary subconsultants, subcontractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Construction Manager to review and evaluate the Recovery Schedule. Within two (2) days of the conference, the Design/Builder shall submit the revisions necessitated by the review for the Construction Manager's review and approval. The Design/Builder shall use the approved Recovery Schedule as its plan for returning to the Detailed Design and Construction Schedule.

E. The Design/Builder shall confer continuously with the Construction Manager to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Construction Manager will direct the Design/Builder as follows:

1. If the Construction Manager determines the Design/Builder continues behind schedule, the Construction Manager will direct the Design/Builder 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 and Construction Manager as provided elsewhere in the Contract Documents; or

2. If the Construction Manager determines the Design/Builder has successfully complied with provisions of the Recovery Schedule, the Construction Manager will direct the Design/Builder to return to the use of the approved Detailed Design and 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 Design/Builder 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 Design/Builder fails to take appropriate action as required by this Paragraph 7 to recover delays in the schedule, the Construction 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 Design/Builder in accordance with the Contract Documents.

8. SCHEDULE REVISIONS

A. Should the Design/Builder 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 Design and Construction Schedule may only be revised by written approval of the Construction Manager as provided herein.

B. The Design/Builder shall submit requests for revisions to the Detailed Design and Construction Schedule to the Construction Manager, using a Schedule Revision Form provided by the Construction 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 Construction Manager and County will be approved in writing and incorporated into the Detailed Design and Construction Schedule.

C. Requests for revision will be accompanied by evidence acceptable to the Construction Manager that the Design/Builder's subconsultants, suppliers, subcontractors and sub-subcontractors are in agreement with the proposed revisions.

D. If there are separate contractors on the Project, the approval of the separate contractors shall be obtained to make the proposed schedule revisions. If accepted by the Construction Manager and County, the revisions shall be binding upon the Design/Builder and all separate contractors on the Project.

E. The impact of all change orders to the Contract shall be included in the Detailed Design and 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 Detailed Design and 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 Design/Builder 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 Design/Builder specifically agrees that float time may be used by the County or Construction Manager in conjunction with their review activities or to resolve Project problems. The Design/Builder 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 Detailed Design and Construction schedule shall not be used arbitrarily by the Design/Builder in a manner which, in the opinion of the Construction 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. REPORTS BY THE DESIGN/BUILDER'S ARCHITECTS AND ENGINEERS

A. The Design/Builder's Architects and Engineers of Record shall visit the site at intervals appropriate to the stage of construction (on a weekly basis at a minimum during the performance of construction associated with their respective disciplines) to become familiar with the progress of the Work and to determine in general if the Work is proceeding in accordance with their Construction Documents and the Contract Documents. These professionals shall submit to the Construction Manager, through the Design/Builder, written field observation reports summarizing each site visit.

B. Field observation reports shall be submitted to the Construction Manager within two (2) working days of each site visit.

2. DAILY REPORTS

A. The Design/Builder'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 Design/Builder's architects and engineers and the Construction Manager. Copies of Daily Reports shall be accumulated and submitted to the Construction Manager on a weekly basis, on a regular day and time to be determined by the Construction Manager. Failure to submit Daily Reports or to comply with the format requirements below is cause for the Construction Manager to retain additional monies due the Design/Builder from the monthly Application(s) for Payment until such time as the reports have been brought up to date by the Design/Builder.

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. Materials received
8. Major equipment arrival/departure
9. Total days accrued under the terms of the Contract Documents
10. Accidents and incidents
11. Safety issues
12. Meetings
13. Other significant events at the jobsite

C. The Design/Builder shall take the necessary action required to specifically alert the Construction 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 01 340 – SHOP DRAWINGS, PRODUCT DATA & SAMPLES

1. GENERAL

A. This Section covers provisions for the submittal of shop drawings, product data, and samples prior to construction, and supplements the Owner-Design/Builder Agreement.

B. The Design/Builder is required to make all submittals in accordance with its Construction Documents and the Contract Documents. Individual Technical Specifications prepared by the Design/Builder's architects and engineers shall identify equipment and materials for which submittals are required, including any required by the Contract Documents.

C. Provisions in this Section are mandatory procedures for preparing and submitting shop drawings, product data, and samples.

D. Required shop drawings, product data, and samples shall be coordinated, prepared, and submitted so as not to impact the project schedule. Submittals for interfacing units of work, and different categories of submittals for the same work, shall be coordinated and sequenced so that one will not be delayed by another. Adequate time shall be allowed for review by the Design/Builder's architects and engineers and by the Construction Manager, Program Manager, and/or County, and for possible resubmittal. Delays or impacts due to the Design/Builder's failure to make or process submittals in a timely fashion are solely the responsibility of the Design/Builder. The Design/Builder has an obligation to notify the Construction Manager in a timely manner if the submittal review process, with respect to reviews by the County, Program Manager, and/or Construction Manager, might cause a schedule impact on the required delivery of any materials or fabricated assemblies required to execute the Work.

E. Project delays or delays in the purchasing of materials or equipment occasioned by the requirement for resubmission of shop drawings, product data, and samples initially rejected by the Design/Builder's architects or engineers, or not originally in accordance with the Contract Documents upon review by the Construction Manager, Program Manager, or County, are the Design/Builder's sole responsibility and will not be considered valid justification for time extensions.

F. No portion of the Work requiring the submittal of shop drawings, product data, or samples shall be commenced until each such submittal has been reviewed by the appropriate Design/Builder's architect or engineer, and, if required, the Construction Manager, Program Manager, and/or County, and the action required on the returned submittal does not require a correction and resubmittal (i.e., "No Exceptions Taken" or "Make Corrections Noted," or similar notation); and further, each installer shall have possession of such final reviewed submittal prior to commencing its portion of the Work.

G. The Design/Builder shall be responsible for distribution of all copies of initial and approved submittals required for coordination with others concerned with the Work.

H. Submittals requiring review by the County, the Program Manager, and/or the Construction Manager shall be delivered to the Construction Manager's office, unless directed otherwise by the Construction Manager. Submittals are to be scheduled and submitted to allow adequate time for review.

2. DEFINITIONS

A. "Shop Drawings" are drawings, diagrams, illustrations, schedules, performance charts, manufacturer's data sheets, brochures and other data which are prepared and submitted by the Design/Builder and its subcontractors to illustrate in detail some portion of the Work. The Design/Builder's architect's and engineer's drawings are not acceptable as shop drawings.

B. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design/Builder and its subcontractors to illustrate a material, product, or system for some portion of the Work.

C. "Samples" are physical examples prepared for submission by the Design/Builder and its subcontractors to illustrate materials, equipment, or workmanship, and to establish standards by which the work will be judged as complying with the Contract Documents. Mock-ups are a special form of samples, too large or otherwise inconvenient for transmittal in the manner specified. Mock-up requirements are specified elsewhere in the Contract Documents.

3. SUBMITTAL REGISTER

A. Within ten (10) days following the County's approval of the Design/Builder's final Construction Documents, or following each such approval of partial Construction Documents, the Design/Builder shall submit a comprehensive Submittal Register to the Construction Manager, showing all items requiring submission as defined in the Design/Builder's Technical Specifications.

B. No submittals will be reviewed by the Construction Manager, Program Manager, or County until the Submittal Register has been submitted, reviewed, and approved by the Construction Manager as to content and format.

C. The Submittal Register shall be updated by the Design/Builder and resubmitted on a monthly basis, or as otherwise required by the Construction Manager.

D. The initial format of the Submittal Register shall be determined by the Design/Builder. If any aspect is lacking, the Submittal Register shall be reworked and resubmitted in a format as prescribed by and to the level of detail required by the Construction Manager.

E. The Submittal Register shall be organized by Specification Section, and shall be further broken down as submittals from subcontractors will be structured.

F. The Submittal Register shall include all required submittals for test procedures, training programs, operation and maintenance manuals, and any other submittals required by the General Requirements.

G. The Submittal Register shall include the following information at a minimum:

1. Submittal breakdown by Specification Section and Paragraph number.
2. Scheduled date for initial submittal of each item.
3. Number of calendar days required after review to fabricate and deliver the specified item to the jobsite (if applicable).

4. PREPARATION OF SUBMITTALS

A. General Identification: All shop drawings, product data, and samples submitted for review shall have the following identification data, as applicable, contained thereon or permanently affixed thereto.

1. Date of submission and the dates of any previous submissions
2. Project title and location
3. Job number
4. Contract identification
5. Names of the Design/Builder, subcontractor, installer, supplier, and manufacturer
6. Identification of product (brand name, model number), use, and location
7. For each shop drawing: drawing number, drawing title, revision number, and date of drawing and all subsequent revisions
8. Corresponding Specification Section and Paragraph reference from Construction Documents
9. Field dimensions, clearly identified as such
10. Relation to adjacent or critical features of Work or materials
11. Applicable standards, such as ASTM or Federal Specification numbers
12. Identification of deviations from the Contract Documents
13. Identification of revisions from previous submittals (if a resubmittal)
14. Design/Builder's stamp, initialed or signed, and dated
15. Design/Builder's architect's or engineer's stamp (for submission for Construction Manager, Program Manager, and/or County review), with appropriate action indicated, signed or initialed, and dated.

B. Shop Drawing Preparation

1. Provide newly-prepared information with graphics at accurate scale (except as otherwise indicated).

2. Number all sheets consecutively.

3. Indicate all working and erection dimensions. Identify all dimensions based on field measurement.

4. Show arrangements and sectional views.

5. Indicate kinds of materials and finishes, anchoring and fastening details, including information for making connections to other Work. Furnish installation instructions to be followed in the field to achieve manufacturer's designed and planned intentions.

6. Indicate corresponding detail numbers from Construction Documents in addition to numbering systems used on shop drawings.

7. Form:

   a. Up to 11" x 17" in size may be either prints on opaque paper, or reproducible transparency. The use of 8-1/2" x 14" size shall not be acceptable.
   b. Prepare submissions larger than above on reproducible, correctable transparent sheets between 18" x 24" (minimum) and 30" x 45" (maximum) in size.

8. Number of copies to be submitted:

   a. The Design/Builder shall submit one reproducible copy and an appropriate number of opaque copies to its respective architects and engineers for review and internal return distribution.
   b. For shop drawings requiring review by the Construction Manager, Program Manager, and/or County, provide two (2) opaque copies with review stamp by Design/Builder's appropriate architect or engineer.
   c. Copies shall be grouped together such that one set of all copies can be removed immediately without the necessity to remove and resequence the remaining copies.

9. Associated drawings relating to a complete assembly shall be submitted simultaneously to the greatest extent possible, so that each may be checked in relation to each other and the total assembly.

10. Composite Coordination Shop Drawings:

    a. The locations and routing of all mechanical and electrical systems shall be delineated on coordinated composite layout drawings, to be submitted and reviewed by the appropriate Design/Builder's architects and engineers and the Construction Manager according to the procedures above. Such coordination shall consider all other building systems, including structural members and their elevations.

    b. The composite drawings shall accommodate layering of ductwork, plumbing supply, waste, roof drainage and vent piping, fire protection piping, HVAC piping, electrical conduit, control systems conduit, light fixture locations, sprinkler head locations, HVAC ceiling-mounted and wall-mounted air devices, and life-safety system device locations.

    c. Provide plan views of all ceiling plenum spaces, duct and pipe shafts, and mechanical and electrical rooms. Show all ceiling grid patterns and walls. Clearly indicate top and bottom elevations of work, including elevations of wall-mounted devices.

    d. Clearly indicate all penetrations of smoke and fire-rated walls and ceilings. Indicate recommended smoke stop or fire stop method, cross-referenced to Division 7 Specification requirements.

e. Composite drawings shall be 1/4" = 1'-0" minimum scale.

C. Product Data Preparation

1. Product data submittals shall be made by Specification Section. All items within a Specification Section requiring submissions shall be submitted together. If two or more Sections require inter-coordination (e.g. Air Handling Unit and Vibration Isolation, or Emergency Generator and Transfer Switch), they shall be submitted at the same time. Each individual submittal item shall be marked to show the Specification Paragraph number which pertains to that item.

2. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and coordination requirements.

3. Clearly mark each copy to identify pertinent products, brand names, or models, and to indicate which choices and options are applicable to the Work.

4. Modify each copy to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work and to job conditions.

5. Include performance characteristics and capacities.

6. Include dimensions and clearances required.

7. Include wiring or piping diagrams and controls.
8. Form:

   a. Submit all items within a Specification Section in a tabbed binder, with an index.
   b. Submittals for multiple but related Specification Sections may be grouped in the same binder, if adequately indexed and tabbed for easy reference.
   c. If product submittals bound together exceed the capacity of one binder, two or more binders shall be used, and notations shall be made on the covers of each indicating the number of binders in the set and the number of each binder (i.e., 2 of 3).

9. Number of copies to be submitted:

   a. The Design/Builder shall submit an appropriate number of copies to its respective architects and engineers for review and internal review distribution.
   b. For product data requiring review by the Construction Manager, Program Manager, and/or County, provide two (2) copies with review stamp by Design/Builder's appropriate architect or engineer.

D. Sample Preparation

1. Provide samples which are identical with the final condition of proposed materials or products for the Work.

2. Provide "range" samples (not less than three (3) units) where unavoidable variations must be expected, and describe or identify variations between units of each set.

3. Provide a full set of optional samples where selection is required.

4. Provide information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards.

5. Number of samples to be submitted:

   a. The Design/Builder shall submit an appropriate number of samples to its respective architects and engineers for review and internal return distribution.

b. For samples requiring review by the Construction Manager, Program Manager, and/or County, provide three (3) copies with review stamp by Design/Builder's appropriate architect or engineer.

6. Maintain one set of all approved samples at the jobsite, in suitable condition, for quality control comparisons by the Construction Manager. Jobsite quality control samples shall become the property of the County.

7. Returned submittals which are intended or permitted to be incorporated into the Work shall be so indicated in the individual Specification Sections, and shall be in a suitable and undamaged condition at the time of incorporation.

E. Other Submittals

1. Inspection and Test Reports: Classify each as either a "shop drawing" or "product data," depending on whether report is uniquely prepared for the Project or a standard publication of workmanship control testing at point of production, and process accordingly.

2. Letters of Material Certification: Submit for specified materials, items, or equipment, and when requested. Letters of certification shall certify that material or equipment submitted complies with the Construction Documents and shall be submitted with substantiating supporting data (i.e., test reports from approved independent testing laboratory or other approved source). Classify as "product data."

3. Fire Rating and Acoustical Rating Certifications: Submit notarized certifications with shop drawings and material samples which are required to show or have a fire or acoustical rating.

5. TRANSMITTAL

A. Transmit all submittals requiring review by the Construction Manager, Program Manager, and/or County to the Construction Manager.

B. Accompany each submittal to the Construction Manager with a transmittal letter, in duplicate, containing the Project name, Design/Builder's name, contract number and description, and brief description of submittal, including the number of drawing sets, data sets, and/or samples included. Include an outline of deviations, if any, from the requirements of the Construction Documents or Contract Documents, and itemize proposed changes in the Contract Sum or Contract Time, if any. Where no change in the Contract Sum or Contract Time is indicated by the Design/Builder, it shall be concluded that no such change is involved for making the change.

6. DESIGN/BUILDER'S RESPONSIBILITIES

A. The Design/Builder shall prepare and submit all submittals with promptness and in accordance with the project schedule.

B. The Design/Builder shall determine and verify prior to submittal of any shop drawing, product data, or sample, the following:

1. Field measurements
2. Field construction criteria and job conditions
3. Catalog numbers and similar data
4. Conformance with Specifications

C. Any deviation in a submittal from the requirements of the Construction Documents shall be called to the attention of the reviewing party in writing at the time of the submittal, whether it be the appropriate Design/Builder's architect or engineer, or the Construction Manager, Program Manager, or County.

D. The Design/Builder shall affix its stamp, with initials or signature, and date, prior to submittal to its architects and engineers for review, indicating its review and concurrence that the submittal conforms to the Construction Documents.

E. The Design/Builder's architects and engineers shall review and return submittals with promptness and in accordance with the project schedule. The Design/Builder's internal review and return process for each submittal shall not exceed ten (10) working days.

F. The Design/Builder's architects and engineers shall affix their stamps to submittals they have reviewed, with initials or signature, and date, and indicating action to be taken.

G. If revision and resubmission is required of a submittal by the appropriate Design/Builder's architect or engineer, it shall be done with promptness so as to avoid impact to the project schedule.

H. For those submittals requiring review by the Construction Manager, Program Manager, and/or County, transmit same only after the internal review process has been completed by the Design/Builder, including all resubmittals required.

I. For those submittals requiring review by the Construction Manager, Program Manager, and/or County, copies shall include all stamps indicated above, and previous revisions, if any, shall be clouded and noted. Failure to adhere to these requirements will result in the return of the unreviewed submittal to the Design/Builder for resubmittal, with the Design/Builder responsible for any impact to the project schedule resulting therefrom.

7. CONSTRUCTION MANAGER'S, PROGRAM MANAGER'S, AND COUNTY'S RESPONSIBILITIES

A. For those submittals requiring review by the Construction Manager, Program Manager, and/or County, reviews will be performed for compliance to County program requirements and standards only, and will indicate any requirements for revision and resubmittal, or will indicate acceptance.

B. Reviews will be performed with reasonable promptness and in accordance with the project schedule. The Design/Builder shall allow a reasonable time for processing by the reviewing party, in addition to transit time. The reviewing party will endeavor to review and return submittals within five (5) working days.

C. The Construction Manager, Program Manager, and County will coordinate the submittal review process such that if more than one of them requires review of a submittal, it will be done so within the time allotted above.

D. If the Design/Builder has a complaint with either the time required or the information provided by the Construction Manager's, Program Manager's, or County's review, it shall be expressed in writing at the time the submittal is returned. Failure by the Design/Builder to file such complaints at that time will prevent attempting to allege delays or impacts resulting therefrom at a later date. Such complaints must be fully detailed, and if additional information is requested by the Construction Manager, it shall be provided as soon as becomes available, but in no case later than ten (10) days from the return of the submittal in question.

E. The Construction Manager's, Program Manager's, or County's review of a submittal shall not be construed as an indication that it is correct or suitable, nor that Work represented by a submittal complies with the Construction Documents prepared by the Design/Builder. Further, reviews by the Construction Manager, Program Manager, or County of submittals of details for any material, apparatus, device, etc., will not relieve the Design/Builder from responsibility for furnishing same of proper dimension, size, quantity, and quality to efficiently perform the Work and carry out the requirements and intent of the Construction Documents.

8. RECORD SUBMITTALS

A. At Substantial Completion of the Work, the Design/Builder shall deliver to the Construction Manager one copy of all final, approved submittals for the County's record.

B. Record submittals not in the form of drawing rolls shall be neatly labeled and organized by Specification Section and boxed in a "Banker's Box" or equivalent. Rolls of shop drawings shall be labeled appropriately for easy reference.

END OF SECTION 01 340, SHOP DRAWINGS, PRODUCT DATA & SAMPLES

SECTION 01 370 - SCHEDULE OF VALUES

1. GENERAL SUMMARY

A. Each Application for Payment for Work performed shall be based on a Schedule of Values correlated directly with the most current Guaranteed Maximum Price (GMP), or in the absence of a GMP, with a detailed construction estimate of the Work prepared by the Design/Builder and previously reviewed and accepted by the Construction Manager. The Schedule of Values shall allocate the entire GMP or estimate among the various portions of the Work, except that the Construction Fee shall be shown as a single separate cost item.

B. A preliminary Schedule of Values shall be submitted for review and approval by the Construction Manager at least 14 days prior to the first Application for Payment. Subsequent revisions to the Schedule of Values in order to correlate with progress estimates or the GMP shall be likewise submitted for review and approval prior to later Applications for Payment.

C. Breakdown and Content

The Schedule of Values will be submitted in a format as prescribed by and to the level of detail specified by the Construction Manager.

1. The sum of the parts of the Schedule of Values shall aggregate to the total Contract Sum.

2. The minimum level of breakdown will normally be:

   a. Design and engineering costs

   b. General Conditions line item(s) as required

   c. Construction costs, broken down to directly correlate with the format of the GMP or cost estimate

   d. Stored material projections

3. Schedule of Values items shall have a direct and understandable relation to the Project CPM Schedule.

2. SCHEDULE OF VALUES UTILIZATION

A. Applications for Payment

The Schedule of Values, unless objected to by the Construction Manager, shall be the basis for the Design/Builder's Applications for Payment.

B. Changes to the Schedule of Values

The Construction Manager shall have the right to require the Design/Builder to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:

1. The Schedule of Values appears to be incorrect or unbalanced.

2. A revision to the segregation of values is required due to the Design/Builder revising the sequence of construction or assembly of building components which in turn invalidates the Schedule of Values.
3. Change Orders are issued to the Design/Builder and require incorporation into the Schedule of Values.

C. Stored Materials

The Design/Builder is required to correlate the documentation for payment of stored materials requested in the Application for Payment against the agreed upon breakdown of the Schedule of Values. The Construction

Manager reserves the right to not process the Application for Payment if this correlation has not been submitted in conjunction with the Application.

END OF SECTION 01 370, SCHEDULE OF VALUES

SECTION 01 400 – QUALITY CONTROL

1. GENERAL

A. The Design/Builder's Technical Specifications shall contain specific quality control requirements for the Work, including all inspections and tests required by public authorities having jurisdiction.

B. The Design/Builder 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 and the Design/Builder's Construction Documents. All testing and inspection not performed independently by the County as described below, whether required by the Contract Documents or the Design/Builder's Construction Documents; by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction; or whether performed by the Design/Builder for qualification of materials or its convenience, shall be at the Design/Builder's expense.

C. The Design/Builder shall be fully responsible for quality control. The Design/Builder 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 Design/Builder's Project Superintendent.

D. The Design/Builder shall completely coordinate its Work internally, with the independent testing and inspection agency, and the Work of any separate contractors. Although such Work may not be specifically indicated in the Contract Documents or in the Design/Builder's Construction Documents, the Design/Builder shall furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation.

E. At any time during the execution of the Contract, the Construction Manager may notify the Design/Builder that some aspect of quality control is not being correctly performed. If the Design/Builder 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 Construction Manager or the County may provide this work and deduct the cost of such work from the value of the Contract.

2. COUNTY'S INDEPENDENT TESTING AND INSPECTION AGENCY

A. The County shall procure and pay for the services of a testing and inspection agency registered in Georgia.

B. Services provided by the County's independent testing and inspection agency shall include, at a minimum:

1. Piles (installation observation and monitoring, if piles used)
2. Soils (compaction, moisture content, below pavement, foundations and slabs)
3. Paving (compaction, moisture content)
4. Concrete work (subgrade preparation, reinforcement and concrete)
5. Masonry/reinforced masonry
6. Structural steel connections (bolts and welds)

C. Required qualifications of independent testing and inspection agency:

1. Meet American Council of Independent Laboratories "Recommended Requirements of Independent Laboratory Qualification," latest edition.
2. Meet requirements of ASTM E 329 "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction," latest edition.
3. Use testing equipment calibrated, by accredited calibration agency, at reasonable intervals with devices of an accuracy traceable to either NBS Standards or accepted values of natural physical constants.
4. Maintain a full-time registered Engineer on staff to review services.
5. Be able to provide documentation of successful completion of specified testing on projects of comparable size and complexity for a period of not less than ten years.

3. OTHER REQUIRED TESTING AND INSPECTION BY DESIGN/BUILDER

A. The Design/Builder shall be responsible for arranging and paying for all other tests and inspections which may be required, including, but not limited to, the following:

1. Retesting of County-provided tests due to failure
2. Concrete testing for qualification of materials and for Design/Builder's convenience
3. Testing and certifications of conveyances
4. Testing and balancing of mechanical systems
5. Testing and certification of electrical, fire alarm, security, and other special systems

B. The qualification requirements of any separate testing and inspection agency employed by the Design/Builder shall be according to Paragraph 2.C above, as applicable to the work being tested or inspected.

4. JOB CONDITIONS

A. Employment of an independent testing and inspection agency shall not relieve the Design/Builder of its obligation to comply with the Contract Documents.

B. Where operating tests are specified, the Design/Builder shall test its Work as it progresses, at its own expense, and shall make satisfactory preliminary tests in all cases prior to applying for official tests. Tests shall be in the manner specified for the appropriate type of Work.

C. Each test shall be made on the entire system for which such test is required wherever practical. In case it is necessary to test portions of the Work independently, the Design/Builder shall do so without additional compensation. Should defects appear, they shall be corrected by the Design/Builder and the test repeated until the installation is acceptable to the Construction Manager. No Work of any kind shall be covered or enclosed before it has been tested and approved.

5. PROCEDURES AND REPORTS

A. Prior to the start of construction, submit to the Construction Manager a complete list of proposed tests and inspections according to specification section, including those to be performed by the County's independent testing agency.

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 Design/Builder's quality assurance specialist shall observe all sampling and testing and shall review all test results.

C. Test procedures:

1. 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.

2. Each test procedure shall be submitted to the Construction Manager for review at least four (4) weeks prior to the time that the Design/Builder wishes or is required to perform the test.

3. No formal acceptance test will be performed without an approved test procedure being utilized.

D. Report each test/inspection/sampling in the form specified below. All reports shall be submitted promptly after completion of the test.

E. Retest all failed materials, components, and systems.

F. Record all test and inspection results and maintain a complete log of the testing and inspection program. This log shall be submitted for the Construction Manager's review upon request.

G. Equipment testing:

1. All pieces of rotating mechanical equipment and electrical equipment shall be formally tested prior to acceptance by the Construction Manager and the County. This requirement will not be waived by temporary or permanent occupancy of some or all parts of the finished construction.

2. The Construction Manager shall have the final determination as to whether or not a piece of equipment shall require a formal acceptance test.

3. No equipment warranty period shall be started until a formal acceptance test has been successfully completed.

4. No final payment for any such equipment shall be made until a formal acceptance test has been successfully completed.

H. Test / inspection procedures and 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

I. Where test/inspection reports indicate non-compliance, provide report on colored bond paper.

6. INDEPENDENT TESTING AGENCY DUTIES AND LIMITATIONS OF AUTHORITY

A. Provide qualified personnel at site after due notice; cooperate with the Design/Builder and the Construction Manager in performance of services.

B Promptly notify the Construction Manager of irregularities or non-conformance of Work which are observed during performance of services.

C. Attend preconstruction conferences and progress meetings if an as requested by the Construction Manager.

D. An independent testing and inspection agency is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of the Contract Documents or the Design/Builder's Construction Documents.

2. Approve or accept any portion of the Work.

3. Assume any duties of the Design/Builder.

4. Stop the Work.

7. DESIGN/BUILDER'S DUTIES TO INDEPENDENT TESTING AND INSPECTION AGENCY

A. The Design/Builder shall cooperate with testing and inspection agency personnel, and provide access to Work.

B. The Design/Builder shall provide preliminary representative samples of materials to be tested, in required quantities.

C. The Design/Builder shall furnish copies of mill test reports.

D. The Design/Builder shall provide incidental labor and facilities to provide access to work to be tested; to obtain and handle samples at the site or at source of products to be tested; to facilitate tests and inspections; and to store and cure test samples.

E. The Design/Builder shall notify the testing and inspection agency and the Construction Manager of any test or inspection 48 hours in advance to allow for proper coordination.

8. MOCK-UPS

A. Provide mock-ups and testing for Work as required by the Contract Documents and the Design/Builder's Construction Documents. The Design/Builder's individual Technical Specification Sections shall include detailed mock-up and testing requirements.

B. Build mock-ups to be used as specimens for visual inspection or testing. Use the same materials, finishes, details, methods and anchorage system proposed for the respective installations. Simulate actual construction conditions. Provide extra materials as may be required to replace any which fail during tests, except intentional failure tests beyond specified performance requirements.

C. Schedule erection and approval inspections of mockups in the construction schedule.

D. For waterproof or watertight assemblies, assemble and erect complete, with specified attachment and anchorage devices, flashings, seals, and finishes.

E. Correct any deficiencies and repeat tests as may be required to show compliance with the Contract Documents. Incorporate corrective measures into the final system assembly.

F. Remove mock-up and clear area when work of that section is complete, when approved by the County and/or Construction Manager.

G. Mock-ups shall include, but not be limited to, the following. Provide mock-ups for the following work whether or not specified:

1. Masonry
2. Floor finish materials
3. Wall finish materials
4. Millwork

9. PUNCH LIST INSPECTIONS

The preparation of the Work or a portion thereof prior to a punch list inspection shall be solely the Design/Builder's responsibility. The Design/Builder 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 Construction 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 Construction Manager may take appropriate action as defined in Paragraph 1.E above.

END OF SECTION 01 400, QUALITY CONTROL

SECTION 01 500 – CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. INTRODUCTION

A. The Design/Builder shall provide all construction facilities and temporary controls throughout the construction period unless otherwise indicated in the Contract Documents.

B. The Design/Builder 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 Design/Builder 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 Design/Builder 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 Design/Builder 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.

D. The Design/Builder may extend and use permanent utilities installed for the Project for temporary facilities. Prior to Substantial Completion, remove temporary connections, replace lamps, filters, etc., and restore permanent utilities to specified condition.

E. Metering: Comply with requirements of local utilities for installation of meters for water and electrical power services.

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 provided with ground fault detecting circuit breaker protection.

2. Adequate lighting for safe working conditions provided and maintained on a 24-hour basis, throughout the building including stairways. 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.

3. Power for any equipment used for temporary heating and ventilation, and for start-up testing of any permanent electric-powered equipment prior to its connection to permanent electrical system.

C. Power for electric welding shall be provided via the temporary electrical system or engine-driven power generator sets. Coordinate all connections for welding equipment with the Construction Manager.

D. Regulatory Agency Requirements:

1. The Design/Builder 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.

E. 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.

F. Equipment: Provide appropriate enclosures for the environment in which equipment is placed and used, in compliance with NEMA standards.

G. Installation:

1. Install all work with a neat and orderly appearance.

2. Make the work structurally sound throughout.

3. Maintain the system to give continuous service and to provide safe working conditions.

4. Modify temporary power and lighting installation as job progress requires.

5. Locate work such that interference with storage areas, traffic areas and other work is avoided.

6. Remove all temporary equipment and materials completely upon completion of construction.

7. Repair all damage caused by the installation and restore to satisfactory condition.

6. TEMPORARY LIGHTING

A. Provide task lighting of sufficient level for installation of the Work. If the Construction Manager does not deem the amount of task lighting to be adequate in a given area, the Design/Builder shall immediately increase the amount of task lighting at no additional cost. Verbal direction for the Construction Manager shall be adequate in this situation.

B. Lighting at all interior areas receiving final finishes shall be at uniform levels and generated from the same type and color lamps.

C. Lighting for field offices, storage trailers, shops and outdoor work areas shall be provided by the Design/Builder as necessary.

D. Outdoor area lighting, in excess of any existing streetlight levels, of any site staging areas shall be provided by the Design/Builder. 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 Construction Manager does not deem the amount of area lighting to be adequate in a given area, the Design/Builder 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 mains 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 Design/Builder shall be responsible for providing heating and ventilation where required for satisfactory execution of the Work. Specifically, temporary heating and ventilation is required to:

1. facilitate progress of the Work
2. protect materials from dampness and the adverse effects of low ambient temperatures
3. prevent moisture condensation on surfaces
4. provide suitable temperature and humidity levels for installation and curing of materials

B. Temperature Requirements:

1. Generally, in semi-finished areas, a minimum of 50 degrees F shall be maintained 24 hours per day.
2. During placing, setting, and curing of cementitious materials, temperatures shall be maintained as required by the Design/Builder's Technical Specifications and applicable standards.
3. Seven (7) days prior to, and during, the installation of interior finishes, the minimum temperature shall be 50 degrees F, 24 hours per day, unless noted otherwise in specific sections of the Design/Builder's Technical Specifications.
4. After application of interior finishes and until the permanent HVAC system is operable, the minimum temperature shall be 50 degrees F, 24 hours per day, except as otherwise noted in the specific sections of the Design/Builder Technical Specifications and unless higher temperatures are required for specific activities; then the temperature shall be maintained as per the specific material manufacturer's recommendations.
5. Concrete Work: During the winter months (November through April), the Design/Builder shall provide winter weather protection for all concrete work if required. The heating may be accomplished by use of approved types of portable heaters. The Design/Builder Technical Specifications shall contain specific cold weather requirements for concrete placement and curing, and such requirements shall be followed.

C. Use steam or hot water for temporary heating if and when available. If steam or hot water is not available, use gas from a piped distribution system if and when available. If none of the above sources are available, portable self-contained LP gas or fuel oil heaters may be used, equipped with individual space thermostatic controls.

D. The Design/Builder shall provide heat as required for any work area outside the building confines.

E. Safe Practices for Portable Heaters:

1. Locate heating units so as not to create a hazard to personnel, stored materials, of 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.

F. 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-Design/Builder 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 or Construction Manager 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 Design/Builder shall also comply with all applicable state, city and local fire codes.

C. The Design/Builder 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 Design/Builder 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 Design/Builder in its field office and in the construction area.

C. The Design/Builder'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 Design/Builder 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 Design/Builder 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. Only fire resistant tarpaulins with UL label and flame spread of 15 or less shall be used on this project.

G. Use of only Underwriters Laboratory approved heaters and/or stoves is 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.

H. 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.

I. Fire Extinguishers

1. The Design/Builder shall provide and maintain in working order during construction, an adequate number of fire extinguishers for use by all trades in each area of work. Two (2) fire extinguishers shall also be placed in the vicinity of Design/Builder'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 Design/Builder shall maintain and inspect all fire extinguishers periodically. 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 Design/Builder shall post warnings and quick instructions at each extinguisher location. The Design/Builder 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. Either piped (wet) toilet facilities or 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 Design/Builder in a safe, clean, and sanitary conditions at all times.

13. CONSTRUCTION TRAFFIC INGRESS TO AND EGRESS FROM SITE

A. Routes to Construction Site: The Design/Builder 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 Design/Builder 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 Design/Builder and approved by the Construction Manager prior to start of construction (see Subparagraph 14.I below).

C. Cleaning: The Design/Builder shall take all precautions necessary to prevent the tracking of mud and debris onto paved roads adjacent to the jobsite. The Design/Builder 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. New temporary access roads shall be constructed across designated easements from public throroughfares only as allowable by local authority having jurisdiction.

C. Provide adequate access for emergency vehicles.

D. 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.

E. All traffic and parking areas shall be filled, compacted, and graded as necessary to provide suitable support for vehicular traffic under anticipated loadings.

F. 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.

G. Keep fire hydrants, water control valves, and all other utilities requiring possible access free from obstructions.

H. Provide temporary directional signage as necessary.

I. Prior to the start of construction, submit to the Construction Manager for approval a complete site access/utilization and parking plan, incorporating the requirements described above.

15. STORAGE AREAS

A. The Design/Builder 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, whichsoever is the most stringent.

C. If the Construction Manager, for good reason, directs that any or all materials stored on the site must be removed, the Design/Builder 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 Construction Manager at the Design/Builder's expense.

16. TEMPORARY FIELD OFFICE AND TOOL STORAGE FACILITIES

A. The Design/Builder shall provide a trailer or other suitable temporary building for a field office, which shall contain office space required for the Design/Builder's operations, a conference room of suitable size for regular progress meetings, toilet facilities, and a separate spare office for a County or Construction Manager representative to use when onsite. Ample space shall be provided for storage of all construction documentation. The trailer shall have telephone service for use by the Design/Builder and its subcontractors, and shall also have a working intrusion alarm system. One sign with the Design/Builder's name may be placed on the trailer.

B. The Design/Builder 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 Design/Builder shall provide power and heat to its field office, and to storage sheds if storing climate-sensitive materials or equipment.

F. The Design/Builder 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 Construction Manager, for good reason, directs that any or all field offices or storage sheds on the site must be removed, the Design/Builder shall do so within ten (10) days of written notice of same. Structures not removed in a timely manner will be removed by the Construction Manager at the Design/Builder's expense.

17. FIRST AID STATION

The Design/Builder shall provide and maintain at least one unmanned first aid station for its personnel and subcontractors.

18. SECURITY

A. Neither the County or 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 Design/Builder 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 Design/Builder shall immediately advise the Construction Manager of any theft or damage which may delay the execution of the Work.

2. The Design/Builder 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 Design/Builder 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 Construction Manager.

D. The County or Construction Manager, as the Project progresses, may establish additional security policies and procedures. The Design/Builder shall cooperate with the County and/or Construction Manager in implementing such additional procedures.

19. TEMPORARY SIGNAGE

A. Project Sign: The Design/Builder shall construct, erect and maintain one (1) 4 foot by 8 foot project sign of ¾ 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, Design/Builder name, major subcontractors' names, and the jobsite telephone number. Locate the project sign as designated by the Construction Manager. Avoid a placement that may inhibit safe entry or exit from the site. Verify sign content with County, through the Construction 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 Design/Builder, and signage on equipment and trailers to designate ownership.

20. TRASH / DEBRIS DISPOSAL

A. The Design/Builder 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 Design/Builder shall be responsible for the maintenance of a clean, neat and safe project site. The Construction Manager is hereby placing the Design/Builder on notice that failure to clean up on a weekly basis will immediately result in the Construction Manager bringing in labor to perform this task and deducting the cost of such measures from the Contract Sum. The Construction Manager shall be the sole authority which shall determine the amounts to be deducted from the Design/Builder's contract for this type of cleaning.

B. The Design/Builder 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 Construction Manager.

C. No exceptions to these rules will be allowed. Failure to immediately adhere to all of the Construction Manager's directions in this regard will result in the holdup of Design/Builder's progress payments until compliance with these rules are obtained.

22. MISCELLANEOUS CONSTRUCTION FACILITIES

A. The Design/Builder shall be responsible for providing and maintaining its own scaffolding and for conforming with all safety regulations related thereto.

B. The Construction Manager retains the right to inspect all erected scaffolding, and to request written verification from an inspection agency as to the soundness of erected scaffolding to perform its intended function. However, the Construction Manager assumes no responsibility to do so, or of the results of such inspections.

C. Except as otherwise provided, the Design/Builder 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.

D. All protection and safety barricades, devices, covers, etc., shall be provided by the Design/Builder as it relates to the safe conduct of his work in accordance with OSHA requirements.

E. The Design/Builder shall maintain safe temporary access to the work as construction progresses.

F. 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.

G. If the Design/Builder 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.

H. 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.

J. The Design/Builder shall enclose all construction areas in such a manner so as to protect the public from injury and in accordance with authorities having jurisdiction

K. 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 Construction 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 cementious products, bituminous materials, salts, acids, solvents, alkaliec, 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. This Section may be supplemented by notes on drawings relative to environmental protection.

5. In performing sitework, provide and maintain protection during sitework for all existing lawns, trees, curbs, gutters, hydrants, light standards, drives, walks, street signs and buildings not noted for removal. Damaged items shall be repaired or replaced.

6. The Design/Builder shall designate one person, the Superintendent or other, 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.

7. Take special precautions when working on floors directly above or below any occupied floors and adjacent to circulation or vehicular circulation. Minimize noise, dust, or other environmental hazards to spaces.

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 Construction Manager and then all applicable State and Local regulatory agencies.

C. Air Quality Control: Maintain acceptable air quality at all times. Acceptable air quality shall also be maintained in any existing, operating buildings or structures during construction operations that require physical connection to such buildings or structures so as to not interfere with any existing operations.

D. 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 Design/Builder.

2. Keep the building or portions thereof free from water ingress due to construction operations at all times until Final Completion of the Work.

3. Provide all pumping necessary to keep site utility lines, sewers, manholes and meter pit excavations and mass excavation free from water.

4. 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 on public sidewalks adjacent to the site, 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 Earth Moving

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, provide extermination arrangements as 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 in an orderly fashion and 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 good and acceptable condition.

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 Design/Builder shall meet with the Construction Manager to determine the use of available areas for site offices and storage.

1. The Design/Builder 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 Construction 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 Construction 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 Design/Builder, when directed by the Construction Manager, shall move them to another location without charge.

D. The Design/Builder shall not load or permit any part of the site or structures to be loaded with a weight that will endanger its safety.

E. Storage of materials outside the limits of construction, but on the County's property, is strictly prohibited without written permission from the County through the Construction Manager.

F. All costs relating to temporary storage and protection shall be borne by the Design/Builder or subcontractor requiring such storage and protection. The Design/Builder 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. MATERIALS HANDLING PLAN

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

A. Control delivery of 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 material and personnel hoists, if required.

E. Limitations on space available for storage.

F. Requirements for handling and installation of large equipment.

3. VERTICAL TRANSPORTATION

A. The Design/Builder shall be responsible for providing vertical transportation for materials, equipment, and personnel if and as required for multi-story buildings or significant heights. 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.

B. Temporary hoists and permanent elevators used as construction lifts shall be provided with an operator at all times such equipment is in use.

C. The Design/Builder shall cooperate with the County, the Construction Manager and any separate contractors in the event that hoists or elevators are required for use by such entities during the course of the Project.

4. MATERIAL AND EQUIPMENT REMOVAL

A. Any required cranes, hoists, conveyors and other equipment mobilized and utilized by the Design/Builder 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 Construction Manager, the Design/Builder shall remove his temporary structures and sheds and place the areas in a clean and orderly condition.

C. No materials or equipment shall be removed from the site without the permission of the Construction Manager.

5. PASSAGE OF MATERIALS AND EQUIPMENT

A. Establish passage clearances required to deliver and install materials and equipment.

B. In case of insufficient clearance for passage of materials and equipment, deliver and protect such equipment before confining construction is installed.

C. If existing structures, equipment and systems must be removed or altered to provide access for new materials and equipment, engage those skilled in the respective trade to restore structures, equipment and systems to their original condition at no additional cost. Do not alter structure, equipment or systems without written approval of the Construction Manager.

D. In lieu of altering structures to provide passage of materials and equipment, provide materials and equipment that can be disassembled, brought into the building, and reassembled.

END OF SECTION 01 610, MATERIAL & EQUIPMENT HANDLING

SECTION 01 630 – PRODUCTS & SUBSTITUTIONS

1. GENERAL

A. This Section covers mandatory provisions for submission of product information and for substitution procedures, after Contract award.

B. Definitions:

1. "Products" are defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for this Project or taken from the Design/Builder's stock of previously purchased products.

2. "Materials" are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of the Work.

3. "Equipment" is defined as a product with operational parts, regardless of whether motorized manually operated, and particularly including products with service connections (wiring, piping, etc.).

4. Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including specialties, systems, finishes, accessories, furnishings, special construction and similar terms which are self-explanatory and have recognized meanings in the construction industry.

C. The requirements of this Section shall apply to products specified in the Contract Documents, and, after approval by the County, the Design/Builder's Construction Documents.

2. INITIAL PRODUCT SUBMISSION

A. As part of the Submittal Register specified in Section 01 340 of the General Requirements, provide a list showing names of products together with the names of manufacturer of each and, where applicable, the name of the installing subcontractor.

B. Only specified products will be reviewed, except as herein below provided for substitutions.

3. PRODUCTS

A. General Product Compliances

1. The compliance requirements for individual products as indicated by the Contract Documents are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, compliance with all of same being a requirement.

2. The Design/Builder's options for selection of products are limited by the Contract Document requirements and by governing regulations, and are NOT controlled by industry traditions or procedures experienced by the Design/Builder on previous construction projects. Required procedures for the selection of product options include, but are not limited to, the following:

a) If material specified in the Contract Documents is not available on the current market, alternate materials may be proposed by the Design/Builder through the Construction Manager for County approval.

b) In the Contract Documents where a specific brand, make, or manufacturer is denoted, the intent is that it be considered the standard for establishing the style, type, character and quality level of the article desired, but not as a restriction in the selection process to the specific brand, make or manufacturer named.

c) Alternate brands, make of material, device or equipment which, in the opinion of the County and/or Construction Manager, are recognized as the equal of that specified on the basis of quality, workmanship and economy of operation considerations and are suitable for the purpose intended may qualify for acceptance.

d) Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations shall be at the Design/Builder's option.

e) Performance Requirements: Provide products which comply with the specific performances specified, and which are recommended by the manufacturer (in published product literature or by individual certification) for the application indicated. Overall performance of a product is implied where the product is specified with only certain performance requirements.

f) Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations during the manufacturing process.

3. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by the Design/Builder matches the sample satisfactorily lies with the County. Where no product within the specified cost range is available for a satisfactory match that complies with requirements, comply with the provisions in the Contract Documents related to "Substitutions" and "Change Orders" for the selection of a matching product outside the established cost category or of a product not complying with requirements.

4. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with the requirements) is at the option of the Design/Builder with the subsequent selection of color, pattern and texture to be by the County.

B. Quality Assurance

1. Source Limitation: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.

2. Compatibility of Options: Where more than one choice is available as options for Design/Builder's selection of a product or material, select an option which is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within the Contract Documents, but must be provided by the Design/Builder. Compatibility is a basic general requirement of product and material selections.
3. Provide products and materials which are undamaged and unused at the time of installation, and which are complete with accessories, trim, finishes, safety guards and labels, maintenance instructions and other devices and details required for a complete installation and for the intended use and effect.

4. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully in similar applications on other projects.

5. Continued Availability: Where additional amounts of a product, by the nature of its application, are likely to be needed by the County at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to the County at such later date.

6. Warranties and Guarantees: Warranties are in several categories including those indicated in the General Requirements and those to be incorporated into the Design/Builder's Technical Specifications.

C. Certification

1. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of the Work for which specific performance requirements and/or

manufacturers' specifications are listed. The Design/Builder shall be responsible for securing two (2) copies of each certification as required and transmitting same to the Construction Manager.

2. Each item requiring certification shall be so noted and an affidavit must be filed singly to cover each specified material, installation, application and the like.

D. Certification of Compatibility: If requested, the material and equipment manufacturers shall certify in writing that:

1. Other manufacturers' materials and/or equipment coming in contact with their product are compatible with their product in every way and that the intended performance of the system in which their product is incorporated will not be affected as a result of such contact. Also, that a physical breakdown of their product by chemical reaction or otherwise will not occur as a result of such contact.

2. The combination of products by one manufacturer to make up the manufacturer's specified system will contribute to the performance of the system as intended, and will remain operational, reliable and durable. The manufacturer will be the source of routine maintenance and replacement parts.

E. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the Work.

1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

F. Reuse of Existing Material

1. Except where specified or approved in writing, materials and equipment removed from an existing structure shall not be used in the Work.

2. Where use of existing materials and/or equipment is specified or approved in writing, use special care in removing, handling, storing and reinstallation to assure proper function of same in the completed Work.

4. CONSIDERATION OF SUBSTITUTIONS

A. The requirements for substitutions do not apply to specified Design/Builder options on products and construction methods. Revisions to Contract Documents, where requested by the County, are "changes" and not "substitutions." The Design/Builder's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions", nor do they constitute a basis for change orders, except as provided for in the Contract Documents. Otherwise, the Design/Builder's requests for changes in products, materials and methods of construction required by the Contract Documents, or included in the Design/Builder's Construction Documents approved by the County, are considered requests for "substitutions", and are subject to the requirements herein.

B. Substitutions for a specified product will be considered only if the specified product is not obtainable, or if delivery date of all such specified products is such that the scheduled date of Substantial Completion of the Work will be delayed if the specified product remains a requirement. The latter cause shall only be considered if the Construction Manager is notified of this condition within thirty (30) days after County approval of the Design/Builder's Construction Documents, or if after order has been placed, circumstances beyond the Design/Builder's control, such as labor disputes affecting manufacture or delivery of product cause such a delay. Under no circumstances will a substitution be allowed for reasons of potential delay due to Design/Builder's failure to execute timely purchase orders with the vendor or subcontractor, or due to Design/Builder's failure to submit product data or shop drawings in adequate time to allow for review and possible resubmittal prior to the required delivery date.

C. Qualifications: Substitutions will only be considered for the reasons noted above, based upon the Design/Builder's representation that by submitting any Request for Substitution, the Design/Builder:

1. has researched the proposed substitution and has determined that it is equivalent to or superior in all respects to that specified.

2. confirms that the same warranties or bonds apply for the substitution as for the specified product, material, system and/or construction method.

3. has determined by its best judgment and experience that the proposed substitution is either necessary or in the County's best interest.

4. will coordinate the installation of any accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.

5. waives claims for additional costs caused by the substitution which may subsequently become apparent.

6. has submitted complete cost data which includes all related costs under its Contract.

D. Disqualifications: No consideration will be given to proposed substitutions when:

1. they are indicated or implied on shop drawing submittals without having been formally requested in accord with provisions specified herein.

2. for their implementation they require a major revision in the Work in order that their use may be accommodated.
3. they materially alter the design concept including color or function originally intended by the specified product.

5. SUBMITTAL PROCEDURES ON SUBSTITUTIONS

A. Substitution Request Form: The attached form must be filled out in its entirety and submitted in addition to the submittal information and data noted below. Submit a separate Substitution Request Form for each proposed substitution.

B. Submittals: Submit three (3) copies of each Substitution Request Form and of each of the following related support items:

1. Identify product for which substitution is proposed by description, brand name and catalog number, giving specification section number where specified.

2. Identify in similar manner the proposed substitution and include the manufacturer's name, address and telephone number.

3. Itemize differences between product specified and proposed substitution, including but not limited to physical, color, function and guarantee considerations.

4. Itemize changes in adjacent work occasioned by proposed substitutions.

5. Accompany request with test data from independent laboratory substantiating quality and performance of proposed substitution.

6. Attach manufacturer's complete instructions on storage, handling and installation.

7. Provide list of three projects giving names, addresses and phone numbers of owners, general contractors, and architects where proposed product has been used.

8. State proposed change to the Contract Sum and proposed change to the Contract Time if substitution is accepted and confirmed by Change Order. If the proposed substitution involves a change to the Contract Sum, any change in cost of adjacent or related Work shall be included also.

9. State the number of days (not less than 15) during which the substitution as submitted is subjected to acceptance.

10. Include any cost savings to the County which might result from this substitution.

6. ACCEPTANCE OR REJECTION

A. The Construction Manager has the authority to reject any substitution submittals due to incompleteness or for other good reason.

B. The County will be the sole judge of the acceptability of the proposed substitution.

C. Only the County will have the authority to change the specified standards of quality.

D. The Construction Manager will attain a prompt review from the County of the Request for Substitution which complies with the above provisions.

E. If no exceptions are taken, approval will be granted in writing. If the substitution represents a change to the Contract Documents, the substitution will be confirmed by Change Order.

F. If accepted, the Design/Builder explicitly assumes all liability for the fit and function of all surrounding assemblies, and all interfacing devices.

G. If rejected, the Design/Builder will be promptly notified, and the Design/Builder shall proceed with the Work in accordance with the Contract Documents or the Design/Builder's approved Construction Documents, whichever case applies.

END OF SECTION 01 630, PRODUCTS & SUBSTITUTIONS
follows Substitution Request Form (two pages) attached

SUBSTITUTION REQUEST FORM
For Use Only After Contract Award

(For use by County/CM)

____ Accepted

____ Accepted as Noted
____ Not Accepted
____ Received Too Late

From: _____

To: Construction Managers

Project: _____ **Contract No.** _____

We hereby submit for your consideration the following proposed substitution in lieu of the specified item for the above-named project:

Proposed Substitution: _____
_____

Specified Item: _____
_____

Reference Drawing No(s). _____ Reference Specification Section/Paragraph _____

1. Attach complete information and technical data on any changes to the program, drawings, specifications, or other Contract Documents which the proposed substitution will necessitate for its proper incorporation.

2. Accompany this request with all samples and substantiating data necessary to prove equal quality and performance levels of the proposed substitution to those of the specified item. Clearly mark manufacturer's literature to highlight the indicated equality in performance.

3. Respond to each of the following questions (use additional sheets if necessary):

   A. What is the quality level of the proposed substitution versus that of the specified item?
   _____
   _____

   B. What are significant variations between the proposed substitution and the specified item?
   _____
   _____
   _____

   C. What affect(s) would the proposed substitution have on the operation and maintenance of the completed facility?
   _____
   _____
   _____

   D. Are manufacturer's warranties for the proposed substitution and the specified item the same?
   Yes ____ No ____
   If no, explain: _____
   _____
   _____

SUBSTITUTION REQUEST FORM (continued)
For Use Only After Contract Award

E. What effect would the proposed substitution have on other trades?

_____
_____
_____

F. How would the proposed substitution affect the project schedule?

_____
_____
_____

G. What are accurate comparative cost figures between the proposed substitution and the specified item?

_____
_____
_____

H. What reason(s) justifies this request for a substitution?

_____
_____
_____
_____

The undersigned states and certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item and assumes the liability for the provision of equal performance of same as a minimum. THIS FORM MUST BE SIGNED.

SIGNATURE: _____ DATE: _____

NAME (type or print): _____

COMPANY: _____

ADDRESS: _____
_____

TELEPHONE: _____

NOTE: Signature shall be by a person having authority to legally bind his/her firm to the above terms. Failure to provide a legally binding signature will result in the retraction of any approval of this proposed substitution.

SECTION 01 680 – EQUIPMENT & SYSTEMS INSTRUCTION

1. GENERAL

A. Furnish all labor, materials, tools, equipment and services for the cleaning up or preparation of all equipment which is required in conjunction with the instruction work to be performed for County personnel.

B. Coordinate additional instruction of County's personnel for any and all items of work of all trades that are incomplete at the time initial instruction sessions are scheduled.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation, and provide instructions upon the functions of that installation.

D. Provide instruction for all equipment and systems for which operating and maintenance data is required. See General Requirements Section 01 730 for individual details of the operations and maintenance data requirements.

E. Instruction sessions may be combined to some extent between several pieces of similar equipment within the same training session, but only if that combination is defined in the Design/Builder's instruction program submittal and approved by the Construction Manager.

F. One instruction session for each major type of equipment will be required. The Design/Builder shall anticipate that up to ten (10) County employees will participate in any particular instruction session, and shall be prepared to provide the required number of manuals and tools for each session.

G. The Design/Builder shall complete all instruction sessions in an acceptable manner prior to its request to receive a Certificate of Substantial Completion.

2. QUALITY ASSURANCE

Instructors for all sessions shall be member(s) of the installers' staff and authorized representative(s) of component, assembly, or system manufacturer(s). The Design/Builder's Technical Specifications shall contain any additional detailed requirements necessary to provide adequate instruction for individual systems or pieces of equipment.

3. PRESENTATION OF SUBMITTALS

A. No later than ninety (90) days prior to scheduled Substantial Completion of the Work, the Design/Builder shall submit a list of proposed instruction sessions for the entire Project. This list shall be organized by Specification Section and its contents will be subject to the approval of the Construction Manager.

B. After approval of the content of the required instruction program, submit course outlines for each of the approved instruction sessions. Outlines shall be organized by Specification Section, and their contents will also be subject to the approval of the County.

C. After approval of the program content, the Design/Builder shall submit planned course schedules for each of the approved instruction sessions which are to be organized by Specification Section, and the scheduled dates will be subject to the approval of the Construction Manager and representatives of the County.

D. All instruction courses will be planned and scheduled such that the County's participants will utilize copies of the Project Operations and Maintenance Manuals which will have been previously provided. These copies are in addition to the quantities which will have been provided to the County, through the Construction Manager, under General Requirements Section 01 730. The use of draft copies of these manuals will be acceptable only with the prior written approval of the Construction Manager.

E. Submit a separate instruction request/report for each system or type of equipment, subject to the County's approval of availability of personnel.

1. Submit request/report (form attached) with preliminary information indicated, to the Construction Manager at least two (2) weeks prior to first instruction period.

2. After each instruction session, submit three (3) copies of the completed report to the Construction Manager.

4. PREPARATION

A. Do not begin instructions until component, assembly or system has been tested as specified and is in satisfactory operating condition.

B. Prior to instruction sessions, assemble instructional aids, tools, test equipment and any necessary copies of approved Operations and Maintenance Manuals. If the Operations and Maintenance Manuals have not been approved prior to this time, supply draft copies for use in the training courses.

5. INSTRUCTION

A. Provide all instruction as required to ensure understanding of all operating and maintenance procedures by the County's designated personnel.

B. Instruct County's personnel in operation and maintenance of equipment and systems. Provide all necessary instruction to satisfaction of County.

C. Explain use of Operating and Maintenance Manuals.

D. Tour building areas involved and identify:

1. Maintenance points and access.

2 Control locations and equipment.

E. Explain operating sequences:

1. Identify location and show operation of switches, valves, etc., used to start, stop and adjust systems.

2. Explain use of flow diagrams, operating sequences, diagrams, etc.

3. Demonstrate operation through complete cycle(s) and full range of operation in all modes, including testing and adjusting relevant to operation.

F. Explain use of control equipment, including temperature settings, switch modes, available adjustments, reading of gauges, and functions that must be serviced only by authorized factory representative.

G. Explain trouble shooting procedures:

1. Demonstrate commonly occurring problems.

2. Note procedures which must be performed by factory personnel.

H. Explain maintenance procedures and requirements:

1. Point out items requiring periodic maintenance.

2. Demonstrate typical preventive maintenance procedures and recommend typical maintenance intervals.

3. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program.

4. Identify maintenance materials to be used.

l. Furnish all tools and/or test equipment required for proper instruction of the County's personnel. Tools and/or test equipment shall be distributed in "sets" with each two participants having a "set" to work with and retain upon completion of the instruction. Each participant shall sign for their tools at the start of the instruction session, and copies of the assignment documents shall be provided to the Construction Manager by the Design/Builder.

END OF SECTION 01 680, EQUIPMENT & SYSTEMS INSTRUCTION
follows Equipment and Systems Instruction Report (one page) attached

EQUIPMENT AND SYSTEMS INSTRUCTION REPORT

PROJECT: _____

SYSTEM OR EQUIPMENT: _____

DESIGN/BUILDER NAME _____ CONTRACT NO. _____

SPECIFICATION SECTION

NOTE: The Contractor's Representative must maintain and complete this report during instruction.

PRELIMINARY INFORMATION

1. To be completed by the Design/Builder:

   A. Proposed dates for instruction period: From _____ to _____
   B. Name of Representative Instructor: _____

   C. Approximate number of hours of training required: _____

2. To be completed by the County:

   A. County's Designated Personnel to receive instruction: (Identify supervisor, if required).

1)	_____	6)	___
2)	_____	7)	___
3)	_____	8)	___
4)	_____	9)	___
5)	_____	10)	___

   B. Training Session Location: _____

RECORD INFORMATION

Instructor's Signature: _____ Date Instruction Completed: _____

Construction Manager's Signature:_____

County's Signature: _____

SPECIAL CONSIDERATIONS / NOTES:

SECTION 01 700 – PROJECT CLOSEOUT

1. GENERAL REQUIREMENTS

A. Comply with requirements for administrative procedures stated in this and other sections of the Project Manual in closing out the Work. Closeout procedures are summarized in this Section.

B. Contract requirements shall be met when design and construction activities have successfully produced, in order, completion of these three closeout stages:

1. Substantial Completion

2. Final Completion

3. Final Payment

C. The Design/Builder shall provide all written notices and supporting documentation as described in Paragraphs 2 and 3 below when requesting Substantial Completion and Final Completion, respectively. Partial submittals of the required documents shall not represent a valid request, and the County and Construction Manager shall not be liable for any delays in the Substantial and Final Completion dates arising therefrom.

2. SUBSTANTIAL COMPLETION

A. Reference the *Owner-Design/Builder Agreement*, Article 9, regarding Substantial Completion.

B. When the Work is substantially complete, the Design/Builder shall submit to the Construction Manager:

1. a written notice that the Work, or designated portion thereof, is substantially complete.

2. an original Certificate of Occupancy for the Project.

3. a list of items to be completed or corrected (hereinafter referred to as a "Punch List"). The Punch List shall include items noted by the Architect and Engineers of Record in each discipline. If either the Architect or any Engineer of Record has no Punch List comments, a statement shall be provided by such entity and attached to the Punch List that an inspection has been made and there are no outstanding work items.

4. a request for a Substantial Completion inspection on a date acceptable to the County and the Construction Manager.

5. Project record documents, operation & maintenance manuals, warranties, and certificates for review and approval.

C. Within a reasonable time after receipt of such notice, the Construction Manager, the Design/Builder, and the County will make a joint inspection to determine the status of completion. County representatives for this inspection shall include, but not be limited to, the user department(s) and the Department of Personnel, Workers Compensation & Office Services Division. The Punch List submitted by the Design/Builder will be reviewed in detail during the inspection, with items added or deleted to indicate Work to be corrected or completed.

D. After completion of the joint inspection described in Paragraph 2.C above, the Construction Manager will consolidate all Punch List comments and transmit them to the County. Within a reasonable amount of time after receipt of such consolidated Punch List, DPB&G shall conduct its own inspection, to include, but not be limited to, the installation and operation of all mechanical, electrical, plumbing, and other building systems. The consolidated Punch List will be reviewed in detail during the inspection, with items added or deleted to indicate Work to be corrected or completed.

E. The County and/or the Construction Manager reserve the right to issue a revised Punch List based on the inspections described in 2.C and 2.D above. The Construction Manager will reproduce and distribute copies of any revised Punch List to the Design/Builder and see that the items requiring correction or completion are given prompt attention by the Design/Builder. Depending on the number and type of items on the Punch List, the Construction Manager may withhold the issuance of the Certificate of Substantial Completion until corrections required by said Punch List are made or all parties are satisfied that they will be made.

F. Should the Construction Manager determine that the Work is not substantially complete:

1. The Construction Manager will promptly notify the Design/Builder in writing, giving the reasons therefore.

2. The Design/Builder shall remedy the deficiencies in the Work, and then send a second written notice of Substantial Completion to the Construction Manager.

G. Paragraphs 2.B through 2.E will be repeated.

H. Should it become necessary to perform more than one (1) reinspection due to the inaccurate claims of the status of completion made by the Design/Builder, the Construction Manager may deduct the costs of such reinspections from the final payment, including but not limited to costs incurred by the Construction Manager, and costs incurred by the Owner for payment of compensation to the Construction Manager, for services performed for the reinspection(s). Also refer to General Requirements Section 01 400, *Quality Control.*

I. When the Construction Manager concurs that the Work is substantially complete, the Construction Manager will:

1. prepare a Certificate of Substantial Completion accompanied by the Design/Builder's Punch List of items to be completed or corrected, as verified and amended by the Construction Manager and the County.

   a. Contract responsibilities are not altered by inclusion or omission of required Work for the Punch List.
   b. The Construction Manager will coordinate with both the County and the Design/Builder to establish each parties' responsibilities with respect to security, maintenance, heat, utilities, damage to the Work, and insurance, all of which shall be clearly delineated on the Certificate of Substantial Completion.

2. sign the Certificate of Substantial Completion and submit it to the County and the Design/Builder for their written acceptance of the responsibilities assigned to them in the Certificate.

3. FINAL COMPLETION

A. Reference the *Owner-Design/Builder Agreement*, Article 9, regarding Final Completion.

B. To attain Final Completion, the Design/Builder shall complete the activities pertaining to Substantial Completion Certificate and complete work on all Punch List items. Only then shall a written request to the Construction Manager for final inspection be submitted.

C. When the Work is complete, the Design/Builder shall submit to the Construction Manager written certification, signed jointly with its Architect and Engineers of Record, that:

1. the Contract Documents have been complied with in their entirety.

2. the Work has been inspected for compliance with Contract Documents.

3. the Work has been completed in accordance with Contract Documents.

4. the Work is completed and ready for final inspection.

D. The Construction Manager, Design/Builder and County will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

E. Should the Construction Manager determine that the Work is incomplete or defective:

1. The Construction Manager will promptly notify the Design/Builder in writing, listing the incomplete or defective Work.

2. The Design/Builder shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Construction Manager that the Work is complete.

F. Paragraphs 3.B through 3.D will be repeated.

G. Should it become necessary to perform more than one (1) reinspection due to failure of the Work to comply with the claims of status of completion made by the Design/Builder, the Construction Manager may deduct the costs of such reinspections from the final payment, including but not limited to costs incurred by the Construction Manager, and costs incurred by the Owner for payment of compensation to the Construction Manager, for services performed for the reinspection(s). Also refer to General Requirements Section 01 400, *Quality Control.*

H. When the Construction Manager finds that the Work is acceptable under the Contract Documents, the Design/Builder will be requested to make a final closeout submittal.

4. DESIGN/BUILDER'S CLOSEOUT SUBMITTALS

The Design/Builder shall provide to the Construction Manager the following documents in the quantity of one original and one copy unless otherwise noted. Note that with the exception of Subparagraphs 4.G, 4.H, 4.J, and 4.K below, submittal for approval shall have already been made prior to Substantial Completion. Submittal under this Paragraph would be for a final submittal should revisions or additional copies be required of previously submitted documentation.

A. Evidence of Compliance with all requirements of governing authorities:

1. Certificate(s) of Occupancy

2. Certificates of Inspection, for Mechanical, Electrical, Plumbing, Fire Protection, and others as may be required.

B. Project Record Documents: Refer to Section 01 720 of the General Requirements.

C. Operation & Maintenance Manuals: Refer to Section 01 730 of the General Requirements.

D. Subcontractor List: A complete listing of all subcontractors and their suppliers, indicating business addresses, telephone numbers, contact names, and items supplied by each.

E. Manufacturer List: A listing of manufacturers of major materials, equipment and systems installed in the Work, and local contact addresses and phone numbers.

F. Warranties: Refer to Section 01 740 of the General Requirements, and individual sections of the Technical Specifications.

G. Payment of Debts and Claims and Consent of Surety: The Design/Builder shall submit adequate evidence that the Design/Builder has paid all obligations to date arising out of the Contract using AIA Document G706. Design/Builder shall also submit AIA Document G707, indicating written consent of its Surety to final payment.

H. Release of Claims and Liens: The Design/Builder and each subcontractor shall also submit AIA Document G706A, indicating that the releases for waivers submitted are complete to the best of its knowledge and information.

I. Final Approvals and Certificates:

1. Plans and Certificates approved by the Fulton County Development Services Department which were maintained at the jobsite shall be amended to show construction changes and resubmitted as required by law.

2. Design/Builders requiring filing shall complete all Fulton County inspections and permits records before Application for Final Payment. Submit all approvals and certificates required by the Specifications, Drawings and applicable codes and regulations of all relevant departments or agencies of Fulton County, State of Georgia, and local authority having jurisdiction.

J. Shop Drawings, Manufacturer's Literature and Test Data (one copy only): The Design/Builder shall submit through the Construction Manager to the County, before final acceptance, all reviewed shop drawings (with all corrections noted), plus sets of all approved catalog cuts, equipment manuals, etc. All materials shall be indexed by Specification section. This submittal shall include a list of each room and its paint manufacturers and/or wall covering number for the County's use.

K. Keys and Maintenance Materials: All keys, maintenance kits or stock, replacement parts or materials, spare construction materials, and equipment required under the Contract Documents shall be delivered or made available to the County. Also refer to Section 01 760 of the General Requirements.

L. No partial submittals of the above items are to be made to the Construction Manager. All items of each category are to be collected by the Design/Builder and delivered at one time to the Construction Manager, together with a letter of transmittal listing all items. Where items are to be delivered to the County's representative, the Design/Builder shall include a copy of the transmittal letter listing all enclosures, signed by the County's representative acknowledging receipt.

END OF SECTION 01 700, PROJECT CLOSEOUT

SECTION 01 710 – FINAL CLEANING

1. RELATED WORK SPECIFIED ELSEWHERE

A. Periodic clean-up during construction - See General Requirements Section 01 500 for additional details of these requirements.

B. The Design/Builder's Technical Specifications shall contain any special cleaning instructions for specific work. Lacking such specific instructions, provide final cleaning on all delivered materials and equipment as specified herein.

2. PRODUCTS

A. The Design/Builder is to use only cleaning materials as recommended by manufacturer of surface to be cleaned.

B. The Design/Builder is to use cleaning materials only on surfaces as recommended by the manufacturer of the cleaning material.

3. EXECUTION

A. At the completion of the Work, the Design/Builder will remove all trash and debris and clean all surfaces associated with his work, and leave the project ready for occupancy by the County.

B. Experienced workmen or professional cleaners only are to be employed for final cleaning.

C. Paved surfaces are to be broomed clean. Other porous surfaces are to be raked clean. All stone and non-porous surfaces shall be wiped clean.

D. All surfaces shall have all stains removed.

E. Electrical work, including lighting fixtures, is to be thoroughly cleaned.

F. Prior to acceptance of any area of the project by the County, the Design/Builder is to notify the Construction Manager as each area becomes ready for inspection. The final clean-up will be inspected by the Construction Manager with the County as required.

G. The Construction Manager will notify the Design/Builder in writing if any clean-up is unacceptable. If the Design/Builder fails to comply after receiving written notice from the Construction Manager, the Construction Manager will perform whatever corrective action is necessary, with the resultant costs to be borne by the Design/Builder.

H. The Design/Builder will maintain cleaning services until the Project or portion thereof is accepted by County.

END OF SECTION 01 710, FINAL CLEANING

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 approved Construction Documents prepared by the Design/Builder, and show additional information of value to County's records, but not indicated by the original approved Construction Documents. Record Documents include final revised Construction Drawings, marked-up copies of Construction 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 or the Design/Builder's Construction 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 approved Construction Documents.

C. Provide access to all Record Documents for the County's and Construction Manager's reference and review throughout the progress of the Work.

D. As a condition of Substantial Completion of the Work, the Design/Builder shall deliver Record Documents in print and electronic form to the Construction Manager as provided below.

2. MAINTENANCE OF DOCUMENTS

A. One copy of current Record Documents shall be maintained at the Design/Builder'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. Record Documents are not to be used for construction purposes.

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. Where Shop Drawings are marked up, mark cross reference on Contract Drawings at corresponding location.

3. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location.

4. Mark the location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

5. 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.

6. Provide Design/Builder's construction details which may not have been shown on the original approved Construction Documents.

E. Specifications:

1. Legibly mark each Section of the Technical Specifications with the manufacturer, trade name, catalog number, serial number and supplier of each product and item of equipment actually installed in the construction.

2. 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. Shop Drawings, Product Data and Samples: Maintain as Record Documents. Legibly annotate any changes made after review(s).

G. 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. With its request for Substantial Completion of the Work, the Design/Builder shall furnish one marked-up print set of all Record Drawings and Specifications for review by the Construction Manager.

B. Submittals will be reviewed for adequacy only and returned with comments, if any, to the Contractor.

C. All changes to Record Drawings, including the incorporation of any review comments, shall be made electronically to the CADD drawing files used for the production of the approved Construction Documents. This format shall be compatible with the CADD program used by the County Department of Public Buildings. All changes to Record Specifications, including the incorporation of any review comments, shall be made electronically using word processing software compatible with that used by the County Department of Public Buildings.

D. After incorporation of review comments in the Record Documents, the Design/Builder 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 revised drawings, and one disk copy of all revised CADD drawing files.

2. Specifications: two (2) sets of final revised specifications.

3. Shop Drawings, Product Data and Samples: one (1) copy each, except those related to the irrigation system, which shall be two (2) copies.

4. Test records, executed Change Orders, field orders, requests for information, supplemental instructions, and other pertinent documentation: two (2) copies each.

E. The final submittal shall include a transmittal letter containing the date, Project name and number, Design/Builder'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 Design/Builder 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 01 730 – OPERATING & MAINTENANCE DATA

1. GENERAL REQUIREMENTS

A. The Design/Builder shall include specific requirements for instructions, maintenance manuals, and operating data in its Technical Specifications, in order to provide the County with all necessary documentation to adequately maintain and service materials, systems and equipment for the Project.

B. The Design/Builder shall compile all such specified instructions, maintenance manuals and operating data as specified under the appropriate Technical Specification sections, and submit as described below in comprehensive sets of Operation and Maintenance Manuals.

C. Coordinate the compiling and submittal of Operation and Maintenance Manuals with instructions to the County for equipment and systems, as described in General Requirements Section 01 680, *Equipment & Systems Instruction*. All complete Operation and Maintenance Manuals shall be submitted prior to the Design/Builder's request to receive a Certificate of Substantial Completion.

2. SUBMITTAL REQUIREMENTS

A. Develop a sequential program for the development of the Operation and Maintenance Manuals. This program shall provide a step-by-step review of the development of the manuals. The following is an abbreviation of the required sequence of development of the manuals.

1. Submittal of the Table of Contents
2. Submittal of draft sections for County's and Construction Manager's review
3. Submittal of list of proposed attachments and appendices
4. Submittal of initial draft of complete manual
5. Submittal of final copies of all manuals with approved contents

B. After all approvals have been obtained, submit to the Construction Manager four (4) sets of bound, clear and complete instructions for maintenance of materials, finishes, machinery and other items to ensure proper care and reasonable life expectancy thereof.

C. Print or type, in orderly sequence, the required information for each item:

1. Data shall include recommendations for inspection procedures, frequency of maintenance in cleaning, lubricating, type of lubricant, replacement items such as filters, product source locations, and servicing agencies and their phone numbers and additional data, if any, as specified in more detail elsewhere in the specifications.

2. Include data for all finishes, whether painted, coated, fabric, polished and satin finish metals, glass, natural finishes on wood, natural stone, manufactured stone and various masonry finishes to the extent that such finishes occur on the project.

3. For machinery, provide maintenance manuals and include complete parts lists showing the source(s) of genuine replacement parts (with current list prices indicated for same if requested by the County).

D. Bind each set of data in a manageable number of 8 ½" by 11" sturdy three-ring binders, indexed and clearly labeled by Specification Section and item description. Each set shall be indexed and tabbed for the completed manual regardless of its completeness at the time of its submittal.

Additional data will be added behind its tabbed location as received by the Construction Manager. Include an index for the completed set in each binder. Mark identification on both front and spine of each binder.

E. Where the complexity of machinery is such that regular maintenance by a specialty service company is normal, or may be required by law, give notice thereof to the County in writing.

END OF SECTION 01 730, OPERATING & MAINTENANCE DATA

SECTION 01 740 – WARRANTIES

1. GENERAL

A. Unless additional maintenance or performance warranties are required, all the Work shall be warranted by the Design/Builder for one year after the date of Substantial Completion of the Contract.

B. Project warranties submitted by the Design/Builder do not reduce the County's warranty rights provided under State laws and regulations.

C. Where products, materials, equipment, or systems are not properly performing or operating, the warranty shall not be considered in effect until corrective work is provided and the items are properly performing or operating.

D. Warranties shall not include replaceable items such as light bulbs or cleaning materials, or damage by wear, vandalism or unusual climatic phenomenon, except water and air leaks caused by such phenomena.

E. Warranties shall be signed by representatives that are expressly authorized to bind the Design/Builder to the warranties' terms and conditions. This requirement shall also apply to signatures on warranties of subcontractors, installers, manufacturers, and other entities engaged by the Design/Builder which are required by the Contract Documents.

2. DEFINITIONS

A. Warranties on the Work are in several categories, including those of the Owner-Design/Builder Agreement, and including (but not necessarily limited to) the following specific categories related to individual units of Work which may be specified in Division 2 through 17 of the Design/Builder's Technical Specifications if requested by the County:

1. Special Project Warranty (Guarantee): A warranty specifically written and signed by the Design/Builder for a defined portion of the Work; and, where required, countersigned by a subcontractor, installer, manufacturer and/or other entity engaged by the Design/Builder.

2. Specified Product Warranty: A warranty which is required by the Contract Documents, to be provided for a manufactured product incorporated into the Work; regardless of whether the manufacturer has published a similar warranty without regard for specific incorporation of product into the Work, or has written and executed a special project warranty as a direct result of Contract Document requirements.

   The Design/Builder shall issue four (4) copies of a special product warranty if required by the Contract Documents and subsequently called for under the appropriate section of the Design/Builder's Technical Specifications. Examples of items which will require a special product warranty include roofing, waterproofing, certain insulation, caulking, wood and automatic doors, carpet and certain equipment.

3. Coincidental Product Warranty: A warranty which is not specifically required by Contract Documents (other than as specified in this Section), but which is available on a product incorporated into the Work, by virtue of the fact that manufacturer of product has published a warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

B. Refer to Section 01 010, *Summary of Work*, and/or the outline specifications provided in the Contract Documents for the determination of portions of the Work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

3. SCOPE OF WARRANTIES

A. Scope: The Design/Builder shall submit to the Construction Manager for transmittal to the County, upon completion of all the Work under the Contract, its written warranty made out to the County and in a form satisfactory to the Construction Manager and the County, warranting all of the Work under the Contract to be free from faulty materials and improper workmanship, and warranting the Work against injury in the proper and usual use thereof. Under the warranty, the Design/Builder shall replace Work as may be found by the County to

be improper or imperfect and to make good all damage caused to other work or materials by the imperfection or removal and replacement of the imperfect Work.

B. Time Limit / Individual Warranties: A specific warranty of the Design/Builder may cover a longer period than that stated above where so stipulated in the Contract Documents. Warranties under service policies and warranties for individual pieces of equipment shall be assigned and delivered to County prior to the date of Final Acceptance, but said individual warranties shall in no way modify or shorten the one year overall warranty to be provided by the Design/Builder.

C. Extended Warranties: Certain extended warranties by the Design/Builder or subcontractors, or maintenance contracts which are longer than one year's duration, may be required by the Contract Documents. At the completion of the Work, all such warranties or maintenance contracts covering materials, workmanship, maintenance, or other items as specified, shall be forwarded in duplicate to the Construction Manager, together with a letter addressed to the County giving a summary of each said warranty as follows:

1. Character of Work covered by warranty

2. Name of subcontractor furnishing warranty

3. Period of warranty

4. Conditions of warranty

D. General Limitations: It is recognized that specific warranties are intended primarily to protect County against failure of the Work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the Work which result from:

1. unusual and abnormal phenomena of the elements,

2. the County's misuse, maltreatment or improper maintenance of the Work,

3. vandalism after the time of Substantial Completion, or

4. insurrection or acts of aggression, including war.

E. Cost: Design/Builder warranties shall provide for the correction of work performed without additional charge. Any additional expense or damage resulting from imperfect work or the removal or replacement of imperfect work shall also be covered by said Design/Builder warranties.

4. DESIGN/BUILDER OBLIGATIONS

A. Related Damages and Losses: The Design/Builder shall be responsible for the correction of warranted Work which has failed. The Design/Builder shall remove and replace other Work which has been damaged as a result of such failure, or which must be removed and replaced to provide access for correction of warranted Work.

1. Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than Work of the Design/Builder) which occurs as a result of failure of warranted Work.

B. Reinstatement of Warranty Period: Except as otherwise indicated, when Work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for a period of time equal to original warranty period of time, starting on date of acceptance of replaced or restored Work.

C. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is the Design/Builder's obligation, without regard for whether the County has already benefited from use through a portion of anticipated useful service lives.

D. Design/Builder's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or subcontract for materials or units of work for the Project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

E. Rejection of Warranties: The County reserves the right, at the time of Substantial Completion or thereafter, to reject coincidental product warranties submitted by the Design/Builder, which in the opinion of the County tend to detract from or confuse interpretation of the requirements of the Contract Documents.

5. TRANSFER OF WARRANTIES TO OWNER

A. Format: The warranties shall cover all the Work done under this Contract. All Design/Builder warranties shall bear the endorsement of the Construction Manager in writing, as per the attached format on the following page:

FORMAT FOR THE TRANSFER OF WARRANTIES TO OWNER

TO: Fulton County Board of Commissioners

c/o: Construction Managers

Re: *(Work Covered in Warranty)* _____

Project: _____

Name of Design/Builder: _____

Address of Design/Builder: _____
_____
_____

Dear County's Representative,

The undersigned warrants to the County that he will be responsible for all faulty or defective materials, equipment and workmanship, in the Work or portion thereof as referenced above, and that he will remedy any defects due thereto and pay for all damage to other work resulting there from which shall appear within a period of _____(____) year(s) from the date of Substantial Completion, as defined in the Contract Documents.

(Add additional conditions of warranty as noted in various technical sections of the Specifications.)

During the warranty period, upon written notice from County, the undersigned shall proceed with due diligence at the undersigned's sole expense to remove and replace properly any defective materials and equipment or perform any labor necessary to correct any such defect in the above. In case that the undersigned fails to remedy such defects, then the County may furnish such materials and equipment or labor as are necessary to correct the work, and the undersigned agrees to reimburse the County for any expense therefore promptly and fully.

Signed: _____ ** Date: _____

Type/Print Name: _____

Witness: _____ **

Construction Manager endorsement of the above-noted warranty:

Signed: _____ Date: _____

** *Signatures must be notarized.*

END OF SECTION 01 740, WARRANTIES

SECTION 01 760 – SPARE PARTS & MAINTENANCE MATERIALS

1. GENERAL

A. The Design/Builder's Technical Specifications shall provide requirements to furnish all labor, materials, tools, equipment and services for the provision of spare parts and maintenance materials as required in conjunction with all of the Work performed.

B. In general, provide spare parts for equipment in quantities to adequately maintain the completed facility for a period of one year from Substantial Completion.

C. Minimum requirements for maintenance materials ("attic stock") shall be as follows:

1. Resilient floor tile: one unopened carton from same run for each 1,000 SF tile surface installed for each color or pattern.

2. Resilient base: 20 LF from same run for each 1,000 SF of floor finish (including carpet) or portion thereof for each color.

3. Carpet: 6% excess for each type and color.

4. Acoustic ceiling: 1% excess of each tile type and suspension grid system.

5. Paint: Two gallons of each final coat type and color, matching exactly the installed product, together with ingredients required to achieve final results and a description of required undercoats.

6. Stain: Two gallons of touch-up material for each stain, together with a description of ingredients and complete set-by-step instructions on how installed finish was achieved.

2. PACKAGING AND LABELING

A. Package all parts and materials in sturdy boxes suitable in size to accommodate the quantity of items being packaged.

B. All boxes shall have a single, standardized label which shall provide locations to write or type all necessary information. This label shall include the Project name, and shall be large enough so as to be easily read from a distance of several feet. The following information shall be included on each label:

1. Manufacturer's name, part or trade name and stock number.

2. The piece of equipment or finish for which the part or material is to be used.

3. Name, address and phone number of the closest supplier.

3. DELIVERY

A. Spare parts and maintenance materials shall be submitted directly to the County, with a letter of transmittal which shall itemize all items being submitted, and which shall be signed by an representative of the County as acknowledgement of receipt.

B. Delivery of all parts and materials shall take place at a single time, unless previous approval is obtained from the Construction Manager. The time and location(s) of delivery shall be as determined by the County.

C. A copy of all signed letters of transmittal shall be provided to the Construction Manager.

D. The Design/Builder shall be responsible for the safe storage of all parts and materials until the designated time of inventory and acceptance by the County.

END OF SECTION 01 760, SPARE PARTS & MAINTENANCE MATERIALS

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

1. GENERAL

A. The guidelines and requirements described in this Section shall be used in the Design/Builder's preparation and submittal of its Project-specific Safety Program, and followed as minimum requirements during execution of the Work. Reference Article 10 of the *Owner-Design/Builder Agreement* (Section 00 500) for additional information.

B. 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 build process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have contractors partner with Fulton County in the implementation of a Safety and Loss Prevention Process and Owner-Controlled Insurance Program to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in the project design, in the invitation for bid, in bid award and project meetings, and in the post job evaluations. The Design/Builder will be required to formalize the safety, health and loss prevention requirements, implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and as required by other portions of the Contract Documents.

The Design/Builder and other entities placed under contract with Fulton County will be obligated to adhere to this Policy. The safety and health of the Design/Builder's employees, sub-contractors, and the public are the sole responsibility of the Design/Builder. The County may use and direct Program and Construction Management Agents to implement and enforce this policy. Failure of the Design/Builder to comply with this policy or any Safety related obligations may be grounds for contract termination.

2. FULTON COUNTY CONSTRUCTION SAFETY MANAGEMENT SYSTEM RESPONSIBILITIES

A. Fulton County Management

The County Manager is responsible for the overall management of the Capital Projects Program and for oversight of a safety, health, and loss prevention management system that meets Fulton County policies, federal, state and local regulatory requirements, good management practices and the direction of the Board of Commissioners.

B. Program Management and Construction Management

The Program Manager and Construction Manager are responsible for the implementation of a safety, health, and loss prevention management system that meets Fulton County policies, federal, state and local regulatory requirements, good management practices and the direction of the Board of Commissioners. This management system will define responsibilities and safety, health and loss prevention requirements and expectations, and implement policies, procedures and guidelines to minimize loss potential.

1. The *Construction Manager's Safety Director* is responsible for:

a. The development of a safety, health, and loss prevention management system that meets Fulton County policies, federal, state and local regulatory requirements, good management practices and the direction of the Board of Commissioners;
b. The development of specific safety, health and loss prevention requirements and guidelines to assure contractor safety and minimize loss potential;
c. The development of safety systems to review contractor safety requirements in the bid specifications and the contract, to review contractor written safety programs for consistency with safety requirements, to audit contractor safety performance, and to evaluate contractor safety performance;
d. The development of a system to track contractor safety performance, to provide incident and safety audit results, and to provide loss and risk potential information;
e. The auditing of construction projects and contractor safety programs;
f. Assisting the Construction Manager's project managers in implementing the safety management system and safety requirements;
g. Assisting the Construction Manager's project managers in providing safety and health assistance and consultation to contractors;
h. Assisting the Construction Manager's project managers and contractors with accident and incident investigation as required by the safety, health and loss prevention procedure.

2. The *Construction Manager's Project Manager* is responsible for:

a. Communicating safety, health and loss prevention requirements and expectations to the Design/Builder;
b. The development of bid documents that include safety, health, and loss prevention requirements and expectations;
c. Working with the Construction Manager's Safety Director to develop safety requirements and procedures for major new projects or projects with increased risk potential and identify any unusual hazards or non-routine safety and health requirements;
d. Holding regular meetings with the Design/Builder to discuss safety and any safety related recommendations;
e. Conducting regular, planned safety audits of the Design/Builder's work site and activities;
f. Providing assistance and consultation to the Design/Builder in the safety and loss prevention efforts in coordination with the Construction Manager's Safety Director;
g. Coordinating the investigation of accidents and incidents with the Design/Builder, the Construction Manager's Safety Director and the OCIP representative as required by the safety, health and loss prevention procedures. All serious accidents that involve lost time, fatality, three or more employees being hospitalized, or general public liability require Construction Management representation on the investigation team and its review of the investigation report and recommendations;
h. Discussing project safety, health and loss prevention performance with the Design/Builder during the project and reviewing that performance with the Design/Builder at the end of the project.

C. Owner-Controlled Insurance Program (OCIP) Administrator

The Owner-Controlled Insurance Program (OCIP) Administrator is responsible for:

1. Coordinating with the insurance carrier, Fulton County Management, the Construction Manager's Project Manager and the Construction Manager's Safety Director in the management of claims and losses, in the management of contractor safety services, and with safety and loss prevention issues;
2. Assisting Fulton County Management, the Construction Manager's Project Manager and the Construction Manager's Safety Director in coordinating the efficient management and investigation of major claims and potential losses;
3. Assisting the Construction Manager's Project Manager and the Construction Manager's Safety Director in addressing major safety, health and loss prevention problems with contractors;
4. Providing loss and claims analysis to Fulton County Management, the Program Manager and Construction Manager on a periodic basis;
5. Assisting the Construction Manager's Project Manager and the Construction Manager's Safety Director in meetings with contractors to discuss safety, health and loss prevention issues;
6. Notifying Fulton County Management, the Program Manager and Construction Manager of major losses or potential losses as soon as the loss is identified;

7. Reviewing insurance requirements and identifying any additional insurance requirements for unusual or major projects:
8. Conducting regular, planned safety audits of the Design/Builder's work site and activities.

D. Design/Builder

The Design/Builder is responsible for:

1. Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
2. Reporting all accidents, incidents and near misses as required in the safety guidelines;
3. Coordinating the investigation of major accidents and incidents with the Construction Manager;
4. Designating an employee on the site to be responsible for the Design/Builder's safety program;
5. Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

3. DESIGN/BUILDER SAFETY AND HEALTH MANAGEMENT PROCESS

A. Policy

Fulton County has developed a safety, health and loss prevention management system to identify, control and mitigate injuries, illnesses, and loss potential. The Design/Builder is responsible for implementing this process for the Project and for all subcontractors utilized on the Project.

B. References

1. Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
2. Environmental Protection Agency Regulations (EPA) 40CFR
3. Fulton County Safety, Health and Loss Prevention Guidelines
4. Georgia Department of Transportation Regulations and Requirements
5. US Department of Transportation Requirements
6. Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
7. Georgia Department of Natural Resources Environmental Protection Division Regulations

C. Responsibility

The Design/Builder has the ultimate responsibility for the safety and health of its employees on the Project, all subcontractors, and the general public. Nothing contained herein shall relieve the Design/Builder or any subcontractor of such responsibility or liability.

D. Procedure

1. The Design/Builder and each subcontractor must implement a written safety, health and loss prevention process and program following the guidelines that includes safety pre-planning, and that follows the guidelines contained in this document and any other relevant portions of the Contract Documents. This program must be approved by Fulton County or its representatives before work can begin.
2. The Design/Builder and each subcontractor must implement a drug and alcohol policy following the guidelines contained in this document and any other relevant portions of the Contract Documents. This program must be approved by Fulton County or its representatives before work can begin.
3. The Design/Builder must designate a person responsible for site safety. Each subcontractor should also designate a person responsible for site safety.
4. The Design/Builder is responsible for reporting ***all*** accidents and incidents that occur on the Project to the Construction Manager within one (1) business day. The Design/Builder must report all serious accidents, fatalities, property loss in excess of $5,000, and incidents involving the general public to the Construction Manager immediately and coordinate their investigation.
5. The Design/Builder is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, subcontractors, and the general public.

E. Drug and Alcohol Policy

The Design/Builder and each subcontractor 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 includes as a minimum use, transportation, sale and possession of these materials
2. Disciplinary action plan for violations
3. Any treatment or reinstatement/re-employment options
4. Drug and alcohol testing schedule that includes pre-employment tests, periodic tests for safety sensitive or critical jobs, and tests for cause

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

F. Other Controlled Items

The Design/Builder and each subcontractor will be required to include 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

G. Emergency Procedures/Guidelines

1. The Design/Builder will be required to establish site-specific emergency procedures to manage emergencies that may occur at any time in the following categories:

   a. Fire
   b. Employee injury
   c. Pedestrian injury due to work activity of any kind
   d. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
   e. Public demonstrations
   f. Bomb threats
   g. Flood, wind, lightning, hail

2. These Emergency Procedures will be made part of the Design/Builder's Safety Program submittal and should include but not be limited to the following elements:

   a. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies
   b. An incident command structure defining duties and responsibilities
   c. A system to train supervisors and employees on this emergency plan
   d. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area
   e. Procedures on media releases. These releases must be coordinated through Fulton County in coordination with the Construction Manager.
   f. A plan that addresses serious incidents that includes notification of Fulton County, in coordination with the Construction Manager, as soon as possible
   g. A review and updating frequency that includes forwarding a copy to Fulton County via the Construction Manager

H. Accident and Incident Investigation and Reporting

1. The Design/Builder is responsible for investigating all accidents and incidents within one (1) business day, and investigating all accidents, incidents, and near misses that occur on the project site. The Design/Builder must coordinate the investigation of all lost time or restricted work accidents, fatalities, property loss in excess of $5,000, and all incidents involving the general public with the insurance carrier. The Construction Manager's project manager, as well as the safety staffs of the Construction Manager and

the OCIP Administrator, may participate in the investigation process to provide information and assure that a thorough investigation was conducted.

2. The Design/Builder will maintain a log of all injuries that occur on the jobsite. This log will be current and available for review by Fulton County or its representatives.
3. For any major incidents such as fires, explosions, fatalities, etc., the Design/Builder must notify the Construction Manager or its designee immediately and must coordinate any releases to the news media through Fulton County in coordination with the Construction Manager.
4. A written accident investigation report containing the following information as a minimum must be forwarded to the Construction Manager within 48 hours:

   a. Company Name
   b. Location
   c. Date and time of incident
   d. Description of incident
   e. Names of all parties involved and all witnesses
   f. Corrective action(s) taken to prevent recurrence
   g. 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
   h. Any pictures, site drawings, etc. if they assist in describing the incident.

   If the investigation cannot be completed within 48 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

I. Job Safety Analysis

1. The Design/Builder and each subcontractor must implement a procedure to pre-plan safety into the project by conducting a written job safety analysis or job hazard analysis for all project work tasks, prior to beginning each task.
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. A sample form is included at the end of this Section as Exhibit A.
3. A jobsite file must be maintained for all job safety analysis forms.

J. Safety and Health Compliance Auditing

1. Design/Builder Self Auditing Requirements

   a. The Design/Builder and each subcontractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least bi-weekly (every 2 weeks). A safety checklist used by Fulton County and the Construction Manager is found at the end of this Section as Exhibit B. The Design/Builder may use this checklist or an equivalent one approved by the Construction Manager.
   b. Each written safety audit must be filed on the site and a copy forwarded to the Construction Manager. This audit will be routed to safety for review and comment and then filed in the project files.

2. Safety and Health Auditing by Project Management

   a. The Construction Manager's Project Manager is required to conduct a bi-weekly safety and health audit for the Project using the checklist referenced above. This audit will be written and a copy given to the Design/Builder.
   b. The Construction Manager's Project Inspectors and Safety staff, and the insurance carrier, will conduct periodic safety and health audits to review site safety using the checklist referenced above. These audits will be written and a copy given to the Design/Builder.
   c. Periodically the insurance carrier and the Construction Manager's Safety staff will audit the quality of the Design/Builder's safety program and employee training program. These audits will be written and a copy given to the Design/Builder.

d. Copies of all audits described above shall be routed to the Construction Manager's Project Manager and Safety Director, and to the insurance carrier, for review and comment. Copies of all audits shall also be placed in the project files.

3. Inspections by Regulatory Agencies

a. The Design/Builder will notify the Construction Manager whenever an OSHA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division representative arrives at the project site to conduct an inspection.
b. The Design/Builder is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to the Construction Manager. Copies will be forwarded to the insurance carrier.
c. These records will be reviewed by the Construction Manager and included in the project files.

4. Safety Inspection and Audit Follow-up

a. Every safety audit or regulatory inspection conducted per the requirements above will be reviewed by the Construction Manager's Safety Director and/or insurance company's loss control staff. This review will identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities. A periodic report will be provided to the Design/Builder summarizing audit findings.
b. After this review, the Construction Manager's Safety Director and/or insurance company's loss control staff will discuss the findings with the Construction Manger's Project Manager and will identify areas needing improvement.
c. The Construction Manger's Project Manager will forward a copy of the audit and any areas identified as needing improvement to the Design/Builder's senior management.
d. For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall Design/Builder's performance will be reviewed in a meeting with the OCIP Administrator, the Construction Manager, the insurance company's loss control staff, and other Fulton County representatives as appropriate. A written action plan to address the Design/Builder's performance issues will be developed.
e. The Construction Manager's Project Manager will meet the Design/Builder's senior management to discuss the findings, contract requirements, and their plans to address the findings.
f. The number and frequency of safety audits and site visits by the Construction Manager's representatives, the insurance carrier, and Fulton County will be increased until improvements are noted.

K. Safety Meetings

1. The Design/Builder will conduct weekly safety meetings with all contractor and subcontractor employees on the site.
2. The Design/Builder 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 from the previous week will be discussed.
3. The Design/Builder will maintain a job site file that contains copies of the safety meeting records.

L. Training, Inspection and Certification

1. Employee Training

a. The Design/Builder must be able to document the required training for all Design/Builder and subcontractor employees and competent persons working on the site including any required craft training.
b. The Design/Builder must be able to document that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
c. The Design/Builder must be able to document 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.

2. Equipment Certification and Inspection

a. The Design/Builder must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
b. The Design/Builder must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
c. The Design/Builder must maintain a job site file for these required inspections and certifications.
d. Equipment identified as having safety problems or not meeting standards or codes shall not be used until those identified items have been corrected.

M. Safety and Health Program Elements

Note: Based on the Design/Builder's work activities and scope of work, some program elements may not be applicable and therefore do not have to be implemented. Core elements are marked with an asterisk (*).

1. Return to Work Policy*

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

2. Fire Prevention Program*

The Design/Builder and each subcontractor 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 Design/Builder'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.

3. Hazard Communication (HAZCOM)*

The Design/Builder and each subcontractor 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:

a. Understand the program and identify hazardous chemicals with which they work;
b. Understand product warning labels;
c. Know the location of the Material Safety Data Sheets (MSDS) for all potentially hazardous products brought onto or used on the job site and maintained at the job site.

4. Personal Protective Equipment (PPE)*

All Design/Builder and subcontractor 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 general PPE that may need to be provided is identified below:

a. Hard hats shall be worn at all times on the project site.
b. Hearing protection for operations that create noise in excess of 85 dBA is required.
c. Eye protection is required for operations that may produce flying debris, handling chemicals or welding and burning
d. Work boots or work shoes made of leather are required. No open toed shoes or canvas shoes are allowed.
e. Shirts with sleeves are required. Tank tops and mesh shirt are not allowed.
f. Full body safety harnesses with shock absorbing lanyards for fall protection are required.
g. Full body and chemical splash protection is required when handling hazardous chemicals.
h. Respirators are required when employees may be exposed to dust and/or chemicals in excess of the recognized standards

5. Confined Space Entry

   If the Design/Builder's work involves confined spaces, it will be required to establish a confined space entry program that meets OSHA requirements. This program must include but is not limited to the following elements.

   a. Confined space identification
   b. Environmental testing
   c. Rescue
   d. Communication with employees in the confined space
   e. Employee training
   f. Permit system for entry

6. Excavations

   If the Design/Builder must make a cut, cavity, trench or depression in an earth surface formed by earth removal, it 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:

   a. Employee training
   b. Daily inspections
   c. Soil testing
   d. Protective or support systems

7. Electrical Tools, Equipment, and Systems*

   a. The Design/Builder must implement an Assured Grounding Program or use Ground Fault Interrupter Circuit devices on all electrical tools and extension cords.
   b. All electrical work must be performed in accordance with the National Electric Code (NEC) and OSHA.
   c. All electrical tools and extension cords must be in good repair and the Design/Builder must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

8. Lockout/Tagout Procedure

   The Design/Builder and its subcontractors will be required to implement a written Lockout/Tagout procedure that meets OSHA requirements if their work requires energy isolation. Program elements include but are not limited to the following:

   a. Energy isolation lists for each piece of equipment
   b. Employee training
   c. Individually keyed locks and danger tags
   d. Written procedure that assigns responsibilities

9. Fall Protection*

   The Design/Builder and each subcontractor must implement a written Fall Protection Plan that meets or exceeds OSHA 1926. The project goal is 100% fall protection. The plan must address the following items:

   a. Only full body harnesses with shock absorbing lanyards and double locking hooks shall be used.
   b. Falls should be limited to less than 6 feet if possible.
   c. A fall protection plan is required for work above 6 feet not protected by standard handrail systems.
   d. Fall protection systems must be planned into the job and must be design to handle loads and forces expected.
   e. Employee training and enforcement of these requirements are mandatory to assure an effective program.

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:

a. User training for all employees who may use scaffolds.
b. Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding.
c. Daily inspection by competent person. Should implement tag system to document inspection.
d. Must have engineering approval for scaffolds above 100 feet in height.
e. Must be able to document competent person credentials.
f. 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 are not complete, fall protection must be used.

11. Cranes and Other Lifting Devices

a. Cranes shall be operated in accordance with the applicable OSHA and ANSI/ASME standards by trained and experience operators.
b. The Design/Builder 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.
c. 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 stops the crane if this condition occurs (positive acting).
d. Tag lines are required to secure materials while being moved or handled by cranes.
e. All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
f. 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 Construction Manager.
g. Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

12. Use of Personnel Baskets

a. Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
b. 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. Personal Lifts with articulating booms (JLG) and Scissor Lifts

a. Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
b. 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 scissor lift must be use fall protection anytime the handrail system removed or altered.

14. Ladders*

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

15. Design/Builder's 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.

16. Compressed Gas Cylinders*

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

17. Welding, Burning, and Cutting*

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

18. Sanitation and Housekeeping*

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

19. Hearing Conservation*

    The Design/Builder and each subcontractor 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.

20. Respiratory Protection

    The Design/Builder and each subcontractor 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.

N. Specialized Safety Program Elements

Special elements shall be included in the Design/Builder's overall safety program if any of the following are included in or required by the Design/Builder's scope of work or jobsite conditions. Such elements shall indicate compliance with all regulatory and contractual requirements applicable.

1. Asbestos removal
2. Lead-based paint removal
3. Exposure assessment and employee monitoring (industrial hygiene)
4. Hazardous waste operations and training
5. Working around overhead power lines
6. Locating underground utilities
7. Dust control
8. Guarding for floor holes and roof openings
9. Heavy equipment, truck and earth moving equipment requirements
10. Environmental requirements

O. Road and Transportation Safety Requirements

The Design/Builder shall implement the following into its safety program if and as necessary to perform the Work and maintain vehicular and pedestrian traffic safety during performance of the Work, whether required by contract or by any authority having jurisdiction.

1. Barricades and cones
2. Traffic and warning signs
3. Traffic control devices
4. Equipment and materials storage
5. Reflective clothing and other personal protective equipment
6. Excavation and road hole protection
7. Erosion protection

P. Additional Requirements to Protect the General Public

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

1. Fencing and other measures for site security
2. Warning, direction and no trespassing signs
3. Alternate public walkways
4. Protection of the public from overhead and other construction hazards
5. Site traffic control
6. Barricading off hazardous areas and open pits and holes

Q. Project Closure and Evaluation

1. After the Project has been completed and accepted by the Construction Manager and Fulton County, the Construction Manager will complete the contractor evaluation form attached as Exhibit C. This form will be reviewed with the Design/Builder and then one copy forwarded to the County and another filed in the project files.
2. For contractor evaluations that are scored 4 or less in any one category, a formal meeting with the County representative and the Design/Builder should be held. Based on the results of this meeting and the corrective actions necessary, the County will determine if the Design/Builder will be awarded any additional work.

P. Reporting and Record Keeping

1. Reporting

   a. All audit and inspection reports and safety observations will be input into the safety and loss prevention information database.
   b. Periodic safety and loss prevention reports, reviewing and analyzing accidents and incidents, reviewing safety audits and findings, and analyzing and reporting risk potential will be developed and distributed.

2. Record Keeping

   a. All audit reports, inspections, and safety observations will be included in the permanent project files by project number and title and by contractor.
   b. Any regulatory citation, notice of violation, or other non-compliance issued by a federal, state, county or city regulatory agency will be included in the permanent project files by project number and title and by contractor.
   c. Project records and files will be maintained for at least 20 years.

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

FULTON COUNTY CAPITAL PROJECTS PROGRAM
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 which 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?
- Readymix chute wash area?

C. PEDESTRIANS

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special access requirements for neighboring occupants?
- Special after-hours considerations?

D. ENVIRONMENTAL

- Dust control?
- Silt control?
- Mud control on streets?
- Vibration control?

E. UTILITIES

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or de-energized?
- Temporary power service away from high traffic areas?

F. SUBCONTRACTORS

- 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 subcontractors' 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/manufacturer 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

FULTON COUNTY CAPITAL PROJECTS PROGRAM
Facilities Safety Inspection Checklist

Name of Contractor(s):				Date(s):	
Names of subcontractors:				Location	
Project Name				Project #	
Contact Person:		Project Manager:		Project Safety/Inspector	

Instructions:
This list is intended to be used only as a reminder. EHS issues and conditions both on this checklist and not on this checklist should also be corrected or eliminated
as soon as possible. RATINGS: Yes-# of Safe Observations No-# of Unsafe Observations N/A-Not Applicable X-Not Evaluated

Subject	Description	# of Obser.	Yes	No	Contractor or Sub
Work	3.1 Ladders for access to working decks extend 3' above landing and secured against slipping?				
At Heights	3.2 Workers on horizontal, elevated, walking/working surfaces protected by: Full body harness with lanyard or standard guardrail (top rail 42" above working				
Over 6'	3.3 Workers using full-body harness and lanyard are tied-off to attachment points above waist level?				
	12.1 Ladders provided and tied-off for roof access?				
Roofing	12.2 Holes in roof covered, secured, and marked?				
	12.3 Standard railing or warning line system used?				
	12.4 If warning line system used, a full-time monitor is identified?				
	14.I Written fall protection plan is available?				
Steel	14.2 Full body harness worn and tied off when above 6 feet?				
Erection	14.3 Ladder access provided and used? Must extend 3 ft above landing.				
	14.4 Two bolts are used at all connections?				
	5.1 All four feet of the ladder rest on the same level floor surface?				
Working	5.2 The ladder is the only thing inside a 6' diameter circle measured from the center point of the ladder, on the floor?				
From	5.3 Both Spreaders are extended and locked?				
Ladders	5.4 The workers' feet are no higher than the 3rd step down from the top of the ladder?				
	5.5 The workers' belt buckle remains between lines formed by the side rails of the ladder?				
	5.6 The worker faces the ladder at all times when climbing and working from the ladder?				
	5.7 The ladder is placed for use a distance away from wall opening and floor perimeters and openings equal to the working height of the ladder?				
	1.1 Subcontractor responsible for scaffolding has an identified competent person on site?				
Work	1.2 Standard railing is in place on scaffolding 6ft or greater, consisting of 42" top rails, 21" mid-rails and toeboards?				
From	1.3 Ladder access or approved built-in ladders provided and secured?				
Scaffolds	1.4 Cross bracing in place 100% of the time?				
	1.5 Decking is the full width of the scaffold (no greater than 1" openings)?				
	1.6 Decking is scaffold grade lumber with no cracks?				

	1.7 Screw jacks, base plates, and mud sills in place?				
	1.8 Fall protection plan is in place for erecting and dismantling scaffolds?				
	1.9 Scaffold is secured every 26ft vertically and every 30ft horizontally.				
	1.10 Workers in lifts with articulating booms (example: JLG lifts) are tied-off with full-body harnesses and lanyards?				
	1.11 Scissors lifts and boom lifts are set up on level, stable ground?				
	1.12 Employees keep both feet on the lift platform floor?				

Subject	Description	# of Obser.	Yes	No	Contractor or Sub
	4.1 Overhead power lines identified and protected?				
Electrical	4.2 GFCI's used on temporary supply and electrical tools?				
Work	4.3 Electrical panel doors are closed and electrical room doors locked?				
	4.4 Grounding prongs are in place on tools (equipped by manufacturer) and on extension cord?				
	4.5 Power extension cords are free of splices and breaks in insulation?				
	2.1 Occupied trenches 5 ft. or deeper are protected from collapse by sloping, shoring or trench shields or boxes.				
	2.2 If sloping used, angle of repose conforms with soil classification designated by competent person or PE. (Type A=3/4:1 Type B=1:1 Type C=11/2:1)				
Excavations	2.3 Excavations 20 ft or deeper designed/engineered by PE.				
	2.4 Spoil material/over burden stored away from edge of trench at least 2 ft.				
	2.5 Maximum travel distance to access ladder or ramp is 25 ft.				
	2.6 Access ladder extends at least 3 ft above top or bank, trench shield, etc.				
	2.7 Workers face ladder and use both hands for climbing				
	2.8 Competent person on site during work in occupied trenches.				
	2.9 Excavations protected with covers, barricades, guardrails, safety tape from pedestrians or traffic exposure. Contractor can describe procedures to protect over night.				
	11.1 Operators wearing seat belts on equipment provided with ROPS				
Heavy	11.2 Underground utilities have been located.				
Equipment	11.3 No equipment operating within 10 ft of overhead power lines.				
Earth	11.4 Back up alarms operational				
Moving	11.5 Operators use ***three point stance*** when mounting and dismounting equipment				
	11.6 Hydraulic powered attachments are in zero energy state when equipment is parked				
Cranes	6.1 Over head power lines identified and protected or guarded				
and	6.2 Swing radius guarded/marked/barricaded (Protection from being hit/struck)				
Equipment	6.3 Records of annual certification and daily inspection available on site.				
	6.4 Load charts and hand signals posted on crane				
	6.5 Tag lines used for loads.				
	6.6 Outriggers used on equipment when available.				
	15.l Materials are stored on dunnage to allow slings to be placed around them for lifting, or for hand placement if manual lifting will be required?				
Manual	15.2 Materials are laid out with aisles so that workers do not have to reach more than 12" to grasp objects to be lifted?				
Material	15.3 Workers bring objects into contact with their bodies before lifting?				
Handling	15.4 Workers square up when lifting and lowering loads?				
	15.5 Workers move their feet to change the direction of a load instead of twisting their trunk?				
	15.6 Workers get help when handling objects which weigh more than 51 pounds or is greater than 36" in width or length?				

	15.7 Workers can answer the question: What manual handling safety topic was covered in a safety meeting within the last 31 days?				
	10.1 Site fenced or entrance secured and locked or barricaded				
Public and	10.2 Warning signs in place No trespassing, construction site, etc.				
Property	10.3 Pedestrian walkways and walking paths identified and marked.				
Protection	10.4 Public protected from falling objects from site				
	10.5 Signs, barricades, etc. in place to direct traffic around site				
	10.6 No unauthorized visitors allowed on the site. (Children are not allowed on site)				

Subject	Description	# of Obser.	Yes	No	Contractor or Sub
	9.1 Signs posted warning of workers and flaggers ahead.				
Road and	9.2 Materials and equipment storage protected, out of traffic area				
Streets	9.3 Excavations and/or road holes barricaded or covered				
	9.4 Work area is defined by cones, barricades, or barrels.				
	9.5 Trained flaggers are on site and have documentation of certification.				
	9.6 Refelective traffic vests and hard hats are worn by all employees on the site.				
	9.7 Boom trucks/equipment are barricaded with cones, signs, etc. to protect from traffic.				
Confined	13.1 Written permit system used for confined space entry.				
Space	13.2 Designated confined space competent person on site during work.				
Entry	13.3 Operative air monitor(gas testing meter) available on site with current calibration date (Typically calibrated within the last 30 days.)				
	13.4 Workers in confined spaces are wearing safety harness when required.				
	13.5 Attendant present at entrance at all times space is occupied.				
	13.6 Attendant maintains constant line of sight or voice communication with workers in the confined space.				
	13.7 Written confined space rescue plan for the site and operations is available and implemented. Employees are trained!				
	13.8 Necessary rescue equipment identified as needed for exposures is available at the entrance to the confined space. (SCBA, tripod and rope, etc.)				
	13.9 Copies of completed permits and air monitoring data are available on site.				
General	8.1 Guards in place on power tools. Power cords in good shape	***Please check these general safety items during your site activities. Note any problems in comments below.***			
Safety	8.2 Proper PPE for job. Hard hats, safety glasses, face shields, work boots and proper clothing worn. Any other PPE needed? Ear plugs?				
Items	8.3 Compressed gas cylinders capped and secured				
	8.4 Flammable liquids stored properly; No smoking signs posted				
	8.5 Welding and burning areas free of fire hazards, fire watch, fire extinguisher				
	8.6 GFCIs used on all electrical tools and equipment.				

Comments	

FULTON COUNTY CAPITAL PROJECTS PROGRAM
Contractor Performance Evaluation

Note: **Please complete an evaluation form for each sub-contractor as well as the General Contractor.**

Contractor:				Project Title:	
Project No.:				Location:	
Date Project Completed:	Evaluated by:			Date of Evaluation	
Project Description:					
Type of Contract (circle one)	MAINTENANCE	ROADS	CONSTRUCTION	SPECIAL REPAIRS	OTHER
Type of Work (Check all that apply)	Civil ☐	Electrical ☐	Mechanical ☐	Equipment ☐	Piping ☐
	Roads ☐	Other ☐			

Rate Applicable Categories ***SAFETY***	POOR 1	Check One Box 2 3 4 5 6 7 8 9	EXCELLENT 10
1. Injury/Illness Performance	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
2. Safety and Health Programs	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
3. Adhere to Site Safety/Health Rules	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
4. Housekeeping	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
OPERATIONS			
5. Equipment	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
6. Key Field Personnel	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
7. Execution of Work	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
8. Quality of Craft Labor	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
9. Project Manager	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
10. Cost Within Expectations	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
11. Schedule	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
12. Labor Relations	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
13. Service	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐
14. Overall General Performance	☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐

Do you recommend contractor for further work? (Check One Box)	Yes ☐	No ☐

Comments:

Note: **Ratings of 4 or less in any category require a formal meeting with the contractor(s) and Project Management. Meeting minutes and recommendations must be documented.**

Contractor Evaluation Definitions

1. INJURY/ILLNESS PERFORMANCE:
- Number of incidents observed and reported
- OSHA 200 Log Summary verification at completion of job
- Contractor's participation in accident investigations
- Contractor's prequalification status

2. SAFETY AND HEALTH PROGRAMS:
- On site safety officer
- Written safety program
- Substance abuse program/testing in place
- Safety training for supervision
- Weekly toolbox meetings

3. ADHERE TO SITE SAFETY/HEALTH RULES:
- Compliance to plant safety and health rules
- Adherence to contract provisions for new-hire orientation
- Compliance with site permits
- Compliance with industrial hygiene requirements
- Response to safety requests
- MSDS Requirements
- Compliance with safety and health requirements

4. HOUSEKEEPING:
- Monthly housekeeping inspection results
- Overall site housekeeping practices
- Response to housekeeping requests

5. EQUIPMENT:
- Condition of contractor tools and equipment by site and OSHA standards
- Contractor's knowledge and proper use of equipment
- Availability of tools and equipment furnished

6. KEY FIELD PERSONNEL:
- Quality of first and second line supervision
- Competence of main office staff and management

7. EXECUTION OF WORK:
- Contractor's planning of work
- Contractor's cooperation in handling change orders
- Contractor's efforts to eliminate non-productive time
- Relationship with other site contractors

8. QUALITY OF CRAFT LABOR:
- Contractor's field personnel
- Workmanship
- Contractor's ability to obtain qualified personnel

9. PROJECT MANAGEMENT:
- Contractor's efforts to use efficient crew size
- Control of subcontractors
- Use of National Maintenance Agreement

10. COST WITHIN EXPECTATIONS:
- Contractor's cost program
- Contractor's reasonableness in extra charges

11. SCHEDULE:
- Contractor's scheduling techniques
- Contractor's adherence to schedule requirements

12. LABOR RELATIONS:
- Contractor's ability to anticipate problems
- Contractor's relationship with building trades
- Contractor's efforts in exercising management rights

13. SERVICE:
- Advises of potential problems
- Reliability in dealings
- Efficiency in handling paperwork
- Readiness to accept responsibility
- Response to site requests for action by field supervision, at home office management

14. OVERALL GENERAL PERFORMANCE:
- Were there liens filed against the contractor
- Did contractor complete the work
- Did contractor start and complete work when we wanted

The County anticipates that the following Preliminary Specifications will be needed as a guide for development of proposals and to demonstrate the design intent for the Project, which shall be maintained in the final design produced under the Contract. These Preliminary Specifications will be used to develop a final list of Specifications, to be included with associated drawings that will be developed during the Design Phase of the project. The final list will be made part of the Contract Documents. However, variations and/or adjustments to the Preliminary Specifications by the Design/Builder are anticipated to accommodate the remaining development of the design intent, code and permitting requirements, accessibility clearances, job conditions, and structural and engineering conditions, such that complete Construction Documents are produced.

Division 02 - Sitework

02 110	Erosion Control
02 120	Clearing & Grubbing
02 210	Excavation
02 220	Embankment
02 231	Tree Protection & Trimming
02 240	Subgrade
02 250	Trenching & Backfilling
02 280	Soil Treatment
02 316	Pressure Grouted Auger Piles
02 510	Paving & Curbing
02 640	Water Appurtenances
02 660	Water Mains
02 710	Storm Sewers
02 720	Sanitary Sewers
02 730	Foundation Drainage System
02 750	Manholes
02 780	Unit Pavers
02 813	Lawn Irrigation Piping
02 830	Chain Link Fences & Gates
02 835	Decorative Security Fences & Gates
02 930	Lawns & Grasses
02 955	Trees & Shrubs

Division 03 - Concrete

03 100	Concrete Formwork
03 200	Concrete Reinforcement
03 300	Cast-In-Place Concrete
03 350	Concrete Finishes
03 420	Post-Tensioned Concrete
03 450	Architectural Precast Concrete
03 455	Glass Fiber Reinforced Precast Concrete (GFRC)

Division 04 - Masonry

04 100	Mortar & Masonry Grout
04 110	Cement Grout For Reinforced Masonry
04 150	Masonry Accessories
04 210	Brick Masonry
04 220	Concrete Unit Masonry

Division 05 - Metals

05 100	Structural Steel
05 200	Steel Joists
05 300	Metal Deck

05 400 Cold Formed Metal Framing
05 500 Metal Fabrications
05 510 Metal Stairs, Ladders & Railings
05 720 Ornamental Railings

Division 06 - Wood & Plastics

06 100 Rough Carpentry
06 200 Finish Carpentry & Millwork
06 400 Architectural Woodwork

Division 07 - Thermal & Moisture Protection

07 110 Membrane Waterproofing
07 140 Elevator Pit Waterproofing
07 150 Dampproofing
07 180 Water-Repellent Coating
07 190 Vapor Retarder
07 210 Building Insulation
07 270 Firestopping
07 412 Preformed Metal Roofing
07 525 Modified Bitumen Roof Membrane System
07 570 Pedestrian Traffic Topping
07 600 Flashing & Sheet Metal
07 650 Through-Wall Flashing
07 920 Sealants & Caulking

Division 08 - Doors & Windows

08 110 Steel Doors & Frames
08 200 Wood Doors
08 305 Access Doors
08 330 Coiling Doors, Shutters & Grilles
08 342 Folding Sallyport Doors
08 410 Aluminum Entrances & Storefronts
08 460 Automatic Entrance Doors
08 710 Door Hardware
08 800 Glass & Glazing
08 900 Curtain Wall System

Division 09 - Finishes

09 260 Gypsum Wallboard Systems
09 300 Tile
09 500 Acoustical Wall Panels
09 510 Acoustical Ceilings
09 513 Linear Metal Ceilings
09 650 Resilient Flooring
09 680 Carpet Tile
09 836 Polychromatic Coating
09 900 Painting
09 950 Wallcoverings
09 999 Finish Schedule & Notes

Division 10 - Specialties

10 100 Visual Display Boards

10 170 Plastic Toilet Partitions
10 210 Extruded Aluminum Louvers
10 350 Flagpoles
10 400 Signage
10 505 Metal Lockers
10 522 Fire Extinguishers, Cabinets & Accessories
10 650 Operable Partitions
10 800 Toilet Accessories
10 990 Miscellaneous Building Specialties

Division 11 - Equipment

11 130 Audio-Visual Systems & Equipment
11 150 Parking Equipment
11 190 Security Equipment & Accessories
11 400 Food Service Equipment
11 410 Walk-In Cold Storage & Refrigeration

Division 12 - Furnishings

12 000 Generic Furniture Specifications
12 512 Blinds
12 574 Outdoor Furniture
12 670 Entrance Mats

Division 14 - Conveying Systems

14 208 Geared Traction Elevators

Division 15 - Mechanical

15 001 Mechanical General
15 003 Identification Of Piping, Valves & Equipment
15 090 Pumps For HVAC Systems
15 100 Valves For HVAC Systems
15 110 Piping Specialties
15 160 Cleaning Of And Chemical Treatment For HVAC Piping Systems
15 200 Electric Heating Equipment
15 201 Vibration & Seismic Isolation
15 251 Piping For HVAC Systems
15 255 Pipe Hangers & Supports
15 310 Automatic Sprinkler System
15 400 Plumbing
15 531 Fans
15 610 Cooling Tower
15 650 Ductwork
15 651 Registers, Grilles & Diffusers
15 652 Variable Air Volume Devices
15 661 Roof Mounted Air Hoods & Equipment Curbs & Rails
15 701 Modular Air Handling Units
15 702 Variable Frequency Drives
15 800 Mechanical Systems Insulation
15 901 Temperature Control & Building Automation System
15 984 Centrifugal Chiller
15 997 Test & Balance Services For Total System Balance

Division 16 - Electrical

16 050	Basic Electrical Methods & Requirements
16 051	Electrical System Protective Device Study
16 110	Raceways
16 113	Underfloor Ducts
16 120	Wire & Cable
16 140	Wire Connections & Connecting Devices
16 143	Wiring Devices
16 195	Electrical Identification
16 345	Switchboards
16 443	Safety Switches
16 450	Grounding
16 460	Transformers (General Purpose)
16 470	Panelboards (Lighting & Appliance)
16 471	Low Voltage Power (Distribution) Panelboards
16 475	Overcurrent Protective Devices
16 481	Low Voltage Motor Controllers
16 496	Low Voltage Automatic Transfer Switches
16 502	Ballasts & Accessories
16 510	Interior Lighting Fixtures
16 520	Site Lighting
16 620	Standby Power Generator Systems
16 670	Lightning Protection System
16 671	Transient Voltage Surge Suppressors

Division 17 - Special Systems

17 020	Systems General
17 220	Locking Control System
17 222	Programmable Logic Controller
17 260	Access Control System
17 280	Passive Duress System
17 300	Closed Circuit Television System
17 340	Television Signal Distribution System
17 420	Fire Alarm System
17 510	Public Address System
17 520	Intercom System
17 600	Metal Detection & X-Ray Screening Machine System
17 700	Courtroom Sound Reinforcement System
17 750	Lightning Surge Protection
17 900	Wiring Methods
17 910	Telephone & Data Distribution System
17 920	Administrative Intercom System
17 930	Perimeter Security System