



FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 11RFP78834K-DB**

DESIGN/BUILD SERVICES FOR: S134 – BIG CREEK WRF IMMEDIATE NEEDS REHABILITATION PROJECT

**For
THE DEPARTMENT OF
PUBLIC WORKS**

RFP DUE DATE AND TIME: Monday, September 26, 2011 @ 11:00 A.M.

RFP ISSUANCE DATE: Friday, July 22, 2011

PRE-PROPOSAL CONFERENCE DATE: Tuesday, August 16, 2011 @ 11:00A.M.

PURCHASING CONTACT: Darlene A. Banks at 404-612-7879

E-MAIL: darlene.banks@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

130 PEACHTREE STREET, S.W. SUITE 1168

ATLANTA, GA 30303

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SECTION 1 INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia (“County”) is seeking qualified firms to provide Design-Build Services (“D/B Services”) for the design and construction of the **S134 Big Creek Water Reclamation Facility Immediate Needs Rehabilitation Project**.

The Big Creek Water Reclamation Facility (BCWRF), located at 1030 Marietta Highway, Roswell, Georgia 30075 is operating under NPDES Permit Number GA0024333. The plant is permitted for an average monthly flow of 24 MGD. Average monthly flow for 2010 was approximately 20 MGD.

This project will require all engineering, design, construction, and start-up services necessary to complete the immediate needs rehabilitation project, which is to improve the BCWRF by correcting operational issues, removing hydraulic restrictions that prevent the facility from passing peak flows and to replace equipment that are near the end of their useful life, as detailed in Appendices 2, 5, 14, and 15 all while maintaining full operation of the existing waste water treatment facility.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the Big Creek Water Reclamation Facility Immediate Needs Rehabilitation Project to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.1.1 Permits:

It shall be the responsibility of the D/B Company to obtain any and all required permits and approvals necessary to complete the project, including but not limited to regulatory, land disturbance, building, utility, etc.

1.1.2 Rights of Way/Easements/ Permanent Rights-of-Way and Easements:

All work is to be constructed within the existing plant realty and Fulton County property and no permanent Rights-of-Way or Easements will be required to be obtained.

Temporary Rights-of-Way and Easements:

The D/B Company is to independently secure temporary Easements and Rights-of-Way for their use and convenience. The D/B Company shall pay for any rights-of-way or easements obtained, per 1.2.4 of Volume 3 – Draft owner-D/B Company Contract Agreement. The D/B Company shall submit written documentation to the Construction Manager for any D/B Company secured Easements across privately held property. The Easement agreement shall

specify terms and conditions of use and provisions for site restoration. A written release from the property owner certifying that all terms of the easement agreement have been complied with by the D/B Company shall be required and shall be furnished to the Construction Manager prior to final payment.

1.2 BACKGROUND

Fulton County encompasses approximately 535 square miles in North Georgia and is bordered by 10 other counties. Within the County are 10 incorporated cities, including the City of Atlanta. The Big Creek Water Reclamation Facility provides waste water treatment for approximately 75,000 people in North Fulton County, which are primarily residential and commercial customers. The service area is approximately 70 square miles and includes the cities of Roswell, Alpharetta, Johns Creek, and portions of Cobb and Forsyth Counties.

This project is to replace equipment that are at the end of their useful life and fix process and hydraulic restrictions within the plant. The specific equipment and processes which require remediation within the plant were determined during the BCWRF Upgrade and Expansion Design.

1.3 PROCUREMENT PROCESS

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

1.4 SELECTION PROCESS

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

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

Proposals deemed responsive will be evaluated based on the evaluation criteria set forth in this RFP. The County will determine which proposals are reasonably susceptible of being selected for award based on the evaluation criteria. The County may conduct a Best and Final Offer (“BAFO”) process and each Offeror will be given the opportunity to participate in discussions, negotiations and revisions of their proposals. However, the County may exclude an Offeror or terminate further participation to the extent permitted by law. See Section 2.20. The County may also conduct oral presentations/interviews.

1.5 PURCHASING/ACCESSING THE RFP

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

Due to the quantity of supporting documents, the supporting documents will only be available on DVD media.

Applications for documents, along with a non-refundable \$10.00 payment must be made to Department of Public Works, 141 Pryor Street SW, Suite 6001, Atlanta, Georgia 30303. Payment must be in the form of a company or personal check payable to Fulton County Department of Public Works. Checks returned for any reason will result in the proposal being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

For payment information, contact Brandon Ward at 404-612-7467. All other questions should be addressed by the procedures outlined in this RFP to the contact person indicated in Section 1.10

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, August 16, 2011 at 11:00 A.M.** in the Administration Building Conference Room (upper floor) at the Big Creek Water Reclamation Facility at 1030 Marietta Highway, Roswell, Georgia 30075. 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. A site visit/examination will be conducted immediately following the pre-proposal conference

1.7 SITE VISIT/ EXAMINATION

The Proposer is advised to examine the location of the work and to inform themselves fully as to its conditions; the confirmation of the ground; the character, quality, and quantity of the products needed preliminary to and during the prosecution of the work to be done under the contract. Failure to examine the site will not relieve the successful Proposer of his obligation to furnish all products and labor necessary to carry out the provisions of this contract.

There will be two scheduled site visits/examinations for this project. The first site visit/examination will be conducted immediately following the pre-proposal conference, scheduled on **Tuesday, August 16, 2011 at 11:00AM** and the second will be on **Wednesday, August 17, 2011 at 11:00AM**. Both site visits and pre-proposal conference will be at the Big Creek Water Reclamation Facility at 1030 Marietta Highway, Roswell, Georgia 30075.

The proposer shall confine his/her examination to the specific areas designated for the proposed construction, including easements and public right-of-ways.

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 SW, Atlanta, Georgia 30303 on or before **Monday, September 26, 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 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 listed below. Any response made by the County will be provided in writing to all Proposers by addendum.

No verbal responses shall be authoritative.

Darlene A. Banks, Assistant Purchasing Agent
Fulton County Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, GA 30303

Phone: 404-612-7879
Fax: 404-893-1745
Email: darlene.banks@fultoncountyga.gov

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.

Allowances – are defined as sums of monies within the Contract Sum which may, at Owner's option and under terms established in the Contract, be utilized at the Owner's discretion to supplement corresponding basic requirements of the Contract Documents.

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.

Big Creek WRF – Big Creek Water Reclamation Facility ("BCWRF") means the plant where the Immediate Needs Rehabilitation Project is to take place.

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. Pursuant to Fulton County Policy and Procedure 800-6.

Construction Manager – the person designated as in charge of the project and to lead the day-to-day activities during the construction phase. Construction Manager is used interchangeably with "Engineer."

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

Contract Documents – the Contract Documents include all volumes of this RFP, 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.

County – Fulton County Government and its authorized representatives. The Owner.

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

D/B Company – the selected Offeror with whom the County executes the Design/Build Contract.

D/B Company's Representative – the D/B Company'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 D/B Company can be: (1) a firm possessing both design and construction resources in-house; or (2) a construction contractor led team with the engineer in a subcontractor role; or (3) a joint venture team between construction contractor and engineer; or (4) an engineer led team with the construction contractor in a subcontractor role.

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 County 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 D/B Company in accomplishing the work in accordance with the provisions of the contract. The D/B Company is responsible for cost

overruns, unless the GMP has been increased via formal change order in compliance with Fulton County Policies and Procedures 800-6 (only as a result of additional scope request from the County, not price overruns, errors or omissions).

Inspector – an authorized representative of the Owner 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 D/B Company.

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 D/B Company to begin the actual contract work on a previously agreed date.

Offeror – the entity or individual submitting a proposal in response to this RFP. Interchangeable with “Proposer.”

Owner – Fulton County Government

Owner’s Representative Team – the Owner’s Representative Team shall include staff from Public Works, and other County assigned personnel.

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 subcontractors 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 - The term is used interchangeably with the word “Drawings” and includes without limitation Standard Details and Drawings. The plans for the Big Creek WRF Immediate Needs Rehabilitation Project are included for reference only and are not part of the contract documents.

Project – the project is the total engineering, design, construction, equipment start-up, testing, and acceptance by the County of the Big Creek Water Reclamation Facility Immediate Needs Rehabilitation Project under a Design/Build contract.

Project Manager (PM) – the person designated by the D/B Company in charge to lead the day-to-day activities to manage the project.

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. Interchangeable with “Offeror.”

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 D/B Company of all materials, equipment, labor, methods, processes, engineering, design, 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.

Subcontractor – an individual, firm, corporation or any combination thereof, having a direct contract with D/B Company for the performance of a part of the work at the site.

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 D/B Company 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 **Monday, September 12, 2011 at 4:00PM.**, 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, Assistant Purchasing Agent
130 Peachtree Street SW Suite 1168
Atlanta GA 30303

RE: #11RFP78834K-DB; S134 Big Creek WRF Immediate Needs
Rehabilitation Project

Email: darlene.banks@fultoncountyga.gov

Fax: 404-893-1745

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 term for this contract is two years (2) from issuance of Notice to Proceed.

2.5 REQUIRED SUBMITTALS

See **Exhibit 1, Section 10** 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 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

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on this project.*** It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor for this project. Form C1: Georgia Utility License Certification in Section 5, Purchasing Forms must be completed and submitted by the contractor performing the work.

2.11 GENERAL CONTRACTOR'S LICENSE

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 subcontractor 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.

Proposers must complete Form C2: Georgia General Contractors License Certification in Section 5, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

2.12 PROFESSIONAL LICENSES

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
5. Welders

Proposers 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. Proposers 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 7 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 AND FIXED DESIGN/BUILD PRICE REDUCTIONS

The performance of the Work within the specified time is essential to the County. The provision which establishes liquidated damages, of \$1,000 per day, to be paid to the County in the event that the Work is not completed and non-performing on schedule is located in the Contract Documents.

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 SW 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

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- 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 CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

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 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.

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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.

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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.

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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 subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- 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
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **September 26, 2011 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 11RFP78834K-DB
Fulton County Department of Purchasing & Contract Compliance
Darlene Banks, Assistant Purchasing Agent
130 Peachtree Street SW 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 #11RFP78834K-DB
Big Creek Water Reclamation Facility Immediate Needs Rehabilitation Project
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

- Technical Proposal: one (1) original and five (5) copies on CD media in PDF format.
- Contract Compliance Exhibits: one (1) original with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope.
- Financial Information: one (1) original with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope.
- Cost Proposal: one (1) original and one (1) copy in a separate sealed envelope.
- All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

This section describes generally the scope of work and performance guarantees the County is seeking in this RFP. The Proposer should carefully review the RFP including the Draft D/B Contract, Appendices and all addenda to this RFP to fully understand the scope of work desired by the County, and to determine the best approach to meeting the County’s objectives, further detailed in the Appendices in Volume II.

3.3.1 Company Sole Responsibility for Contract Services

The D/B Company shall be solely responsible for performing all of the contract D/B Work. No conceptual design information or technical requirements contained in this RFP shall relieve the D/B Company of responsibility for designing and constructing the D/B Work to meet the contract requirements nor shall the inclusion of such information or requirements provide any recourse whatsoever against, or give rise to any liability of, the County, the County Board of Commissioners, County employees or agents, or consultants, or attorneys for the County.

3.3.2 Design/Build Guarantees

The Proposer shall meet the requirements of the Design/Build Guarantees provisions in accordance with Appendix 18 and Article 9 of this RFP.

3.3.3 Additions and Deducts from the Fixed Design/Build Price

The Fixed Design/Build Price may also include additions or deduct amounts which shall be applicable in the event that specific design/build options are added or eliminated at the discretion of the County and/or as a result of value engineering or due to regulatory requirements for any portions of the D/B Work.

3.3.4 Design/Build Work Overview

The following is a general description of the scope of work for the design and construction of the Big Creek WRF Immediate Needs Rehabilitation Project. This scope of work contains the major goals and functional elements of the project, but is not intended to be an all-inclusive list of the scope of work of the D/B Project.

This project will require all engineering, design, and construction services necessary to complete the immediate needs rehabilitation project. Which is to improve the BCWRF by correcting process limitations, operational issues, and hydraulic bottlenecks that prevent the existing BCWRF from treating sustained design peak flow, and to replace equipment that are at the end of their useful life. The design requirements are detailed in Appendices 2, 5, 14, and 15. The basis of this rehabilitation is detailed in the attached document:

- Technical Memorandum from Hazen and Sawyer to Fulton County dated August 14, 2009 regarding Big Creek WRF Process and Hydraulic Assessment.

In general, the project will consist of the following: Headworks Rehabilitation, Lime Slaker Replacement, New Ferric Chloride Feed Pumps and Building, Automated Blower Controls and Blow-Off Additions, Aeration Basin Rehabilitation, Hydraulic Improvements to the Mixed Liquor Splitter Box, Secondary Clarifiers and Scum Removal System Replacement, Return Activated Sludge pump system replacement, Mixed Liquor Polymer System, Aerobic Digester Improvements, Equalization Tank, Dewatering Rehabilitation and any accompanying systems required to implement improvements.

3.4 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 – Project Plan / Technical Approach

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management and technical approach in completing the work identified in Section 3.3 Scope of Work, and Appendix 2, including how the continued operation of the BCWRF will be maintained to ensure compliance with the NPDES Permit, quality of equipment, constructability, and costs. At a minimum, the plan must identify when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used, including the testing to prove the performance of the D/B Work. Describe any planned or required deviations from current plant operations including durations of the planned deviation that could result in operational performance or cost impacts. Describe the management and operational approach plan in performing work to keep BCWRF in operation and in compliance with the NPDES Permit. Provide a project schedule that includes each milestone.

Section 3 – Project Team Qualifications /Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project. Key personnel include, but are not limited to: Design Manager, Project Manager, Superintendents, Safety Officer, QA/QC Manager. Describe how the proposed key personnel will benefit this project. Design Manager and Lead Engineers must possess active Professional licenses in the State of Georgia.
2. Provide the D/B Company's organizational structure and describe how the proposed organizational structure will benefit this project.
3. All proposed key personnel must have at least a minimum of five (5) years of

successful work experience in waste water treatment plant design and construction.

4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience

Identify three (3) projects where the Proposer has performed at least three (3) waste water treatment plant construction or upgrades, within the past ten (10) years, similar to the scope of work to Big Creek WRF. Limit your response to one (1) page per project; please provide the following information for each project:

1. The name of the project, the owner, year performed and the project location.
2. A description of the project.
3. A reference, including a contact name, email address, and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 5 – Proposer Financial Information

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

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

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

1. Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
2. The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
3. Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

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4. Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

- Percentage of time key personnel will spend on this project.

Section 7- Location of Firm

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

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

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

1. Business having a business location within the geographic boundaries of Fulton County. The following supporting documentation must be provided:
 - Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
 - Copy of a lease or rental agreement, or;
 - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County. The following supporting documentation must be provided:
 - Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County. The following supporting documentation must be provided:

-
- Provide a list of all employees name and address.

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

Section 8 – Disclosure Form and Questionnaire

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

Section 9 – Cost

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

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

Lowest cost submitted

Each successive cost **X** ***Points allocated for cost in RFP = Cost proposal score***

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Proposers are to submit their cost proposal using the Cost Proposal Form, included as Exhibit 10.2, Volume 1 Section 10. The cost proposal will be scored based on the lump sum/total cost pricing criteria as explained in Volume 1 Section 3.4 - Section 9.

**SECTION 4
EVALUATION CRITERIA**

PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan/Technical Approach	15 %
Project Team Qualifications/Qualifications of Key Personnel	23 %
Relevant Project Experience	15%
Proposer Financial Information	5 %
Availability of Key Personnel	2 %
Location of Firm	10 %
Disclosure Form and Questionnaire	5 %
Cost Proposal	25 %
TOTAL POINTS	100 %

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

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

Form A: Non-Collusion Affidavit of Bidder/Offeror

Form B: Certification Regarding Debarment

Form C: Professional License Certifications

- Form C1 – Georgia Utility License Contractor License
- Form C2 – Georgia General Contractors License
- Form C3 – Georgia Professional License

Form D: Certificate of Acceptance of Request for Proposal Requirements

Form E: Offeror's Disclosure Form and Questionnaire

Form F: Georgia Security and Immigration Contractor Affidavit/Agreement

Form G: Georgia Security and Immigration Subcontractor Affidavit

Form H: Local Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

Form A 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.

Form B 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.

Form C Professional License Certifications

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.

Form D 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.

Form E Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

Form F 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.

Form G 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.

Form H 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.

STATE OF GEORGIA

COUNTY OF FULTON

Form A: 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: _____

FORM B: 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 C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name:

Utility Contractor's Name:

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)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name:

General Contractor's 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)

FORM C3: 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)

FORM D: CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The

suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code 102-421 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)

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 E: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO
 - (b) Whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO
 - (c) Whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

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

Circle One: YES NO

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 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 F: 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 F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 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 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 G: 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).**

STATE OF GEORGIA

COUNTY OF FULTON

Form H: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(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 102-358(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 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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

Implementation of Equal Employment Opportunity (EEO) Policy

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

Monitoring of EEO Policy

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

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

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

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

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

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

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

6.3 DETERMINATION OF GOOD FAITH EFFORTS

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

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

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

6.4 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ Title _____ Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of 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 Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one):

_____ 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 _____
Title _____
Date _____

Signature _____
Title _____
Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

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

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

1. Firms:

1) Name of Business:_____

Street Address:_____

Telephone No.:_____

Nature of Business:_____

2) Name of Business:_____

Street Address:_____

Telephone No.:_____

Nature of Business:_____

3) Name of Business:_____

Street Address:_____

Telephone No.:_____

Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of: _____

County of: _____

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

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) 763-6300, 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: _____

FORM 3

SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Big Creek Reclamation Facility Immediate Needs Rehabilitation (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	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

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) Per Occurrence/Aggregate \$2,000,000/\$2,000,000

6. PROFESSIONAL LIABILITY

Per Claim/Aggregate \$1,000,000/1,000,000
(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

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.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insureds under the policy.

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, using ISO form CG 2010 (11/85 version) or equivalent.

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

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

Important:

It is understood that **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 to 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 8
PROPOSAL BOND/FORM**

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 Proposal 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
BIG CREEK WRF IMMEDIATE NEEDS REHABILITATION PROJECT
FULTON COUNTY GOVERNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

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

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **#11RFP78834K-DB; Design/Build Services for S134 Big Creek WRF Immediate Needs Rehabilitation Project**, 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 the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

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

(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)

END OF SECTION

SECTION 9 BONDING REQUIREMENTS

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

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

PAYMENT BOND

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this 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)

END OF SECTION

SECTION 10 EXHIBITS

EXHIBIT 10.1

Required Submittal Checklist

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

Submit one (1) Original proposal and five (5) CDs 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 F: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form G: Georgia Security and Immigration Subcontractor Affidavit(s)/Agreement(s)	
4	Technical Proposal	
5	Cost Proposal Summary (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Project Plan / Technical Approach	
	Project Team Qualifications/Qualifications of Key Personnel	
	Relevant Project Experience	
	Proposer Financial Information	
	Availability of Key Personnel	
	Location of Firm	
	Purchasing Forms	
	Form A: Non-Collusion Affidavit of Bidder/Offror	
	Form B: Certificate of Acceptance of Request Proposal requirements	
	Form C: Professional License Certifications	
	Form D: Certificate Regarding Debarment	
	Form E: Disclosure Form & Questionnaire	
	Form H: Local Preference Affidavit of Bidder/Offror	

Item #	Required Proposal Submittal Check List	Check
10	Office of Contract Compliance Requirements (separate envelope)	
	Exhibit A: Promise of Non-Discrimination	
	Exhibit B: Employment Report	
	Exhibit C: Schedule of Intended Subcontractors Utilization	
	Exhibit D: Letter of Intent to Perform as Subcontractor or Provide Materials or Service	
	Exhibit E: Declaration Regarding Subcontractor Practices	
	Exhibit F: Joint Venture Disclosure Affidavit	
	Exhibit G: Prime Contractor/Subcontractor Utilization Report	
	Exhibit H – First Source Jobs Program Information Form 1	
	Exhibit H – First Source Jobs Program Agreement Form 2	
	Equal Business Opportunity Plan (EBO Plan)	
11	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	

**EXHIBIT 10.2
COST PROPOSAL SUMMARY
FIXED DESIGN-BUILD PRICE**

It is not the County's intention to dictate the design of the Big Creek WRF Immediate Needs Rehabilitation Project. This form was developed to assist the Offeror in determination of their Fixed Design-Build Price and for the County to understand the allocation of cost among a selected number of line items. The specific processes on this form do not predispose that any single process will necessarily be included in the proposers design. Addition of a specific process or a piece of equipment is permitted. Do not remove any items from the form; "NA" all not applicable items, add additional process and equipment items as necessary, and provide an explanation in the cost proposal for all NA's and for any specific additional process or equipment.

SUMMARY OF FIXED DESIGN-BUILD PRICE	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
A. Project Development Costs:				
Planning			\$	\$
Engineering and Design Costs			\$	\$
Permitting			\$	\$
B. Site Work:				
Site Preparation and Mobilization			\$	\$
Decommissioning and Removal of Existing Equipment			\$	\$
Excavation			\$	\$
Construction Materials Handling & Storage			\$	\$
Parking, Lighting, Utilities, Fencing, Gates etc.			\$	\$

Landscaping			\$	\$
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C. Core Process Work:				
Headworks Rehabilitation			\$	\$
Lime Slaker Replacement			\$	\$
New Ferric Chloride Building			\$	\$
Aeration Basin Blower Modifications			\$	\$
Aeration Basin Rehabilitation			\$	\$
Mixed Liquor Splitter Box Hydraulic Improvements			\$	\$
Secondary Clarifier & Scum Removal Rehabilitation			\$	\$
Return Activated Sludge Pumping System Rehabilitation			\$	\$
Mixed Liquor Polymer System			\$	\$
Aerobic Digester Improvements			\$	\$
Dewatering Rehabilitation			\$	\$
Equalization Tank and Associated Work			\$	\$

D. Start-up and Commissioning:				
Equipment Startup			\$	\$

Acceptance Testing			\$	\$
--------------------	--	--	----	----

E. Other Direct and Indirect Costs:				
Temporary Facilities			\$	\$
Administrative			\$	\$
Record Drawings, O&M Manuals and Training			\$	\$
Insurance (During Construction)			\$	\$
Payment and Performance Bond (During Construction)			\$	\$
Safety and Quality Control			\$	\$

F. Subtotal Design/Build Price (A+B+C+D+E)	\$
---	----

G. Owner's Directed Allowance *	\$1,500,000.00
TOTAL FIXED DESIGN/BUILD PRICE (F+G)	\$

* Allowances are defined as sums of monies within the Contract Sum which may, at Owner's option and under terms established in the Contract, be utilized at the Owner's discretion to supplement corresponding basic requirements of the Contract Documents. Allowances are exclusively for any necessary Engineering/design work, the cost of materials, delivery to the site and associated installation. The total allowance amount is exclusively for Owner's use, and shall include no mark-up by the D/B Company or by its sub-contractors.

SECTION 11 ATTACHMENTS

The below listed items may be found in the DVD included as part of this RFP. The accuracy of these documents cannot be guaranteed.

- RFP for the Big Creek WRF Immediate Needs Rehabilitation Project – S134
- S224 BCWRF Upgrade and Expansion 60% Drawings February 2008
- S224 BCWRF Upgrade and Expansion 60% Specifications February 2008
- S224 BCWRF Design Development Report October 2007
- Memorandum from Fulton Clean Water Team (FCWT) to Fulton County dated October 27, 2009 regarding a follow-up to BCWRF Process and Hydraulic Assessment dated August 14, 2009.
- Technical Memorandum from Hazen and Sawyer to Fulton County dated August 14, 2009. Big Creek WRF Process and Hydraulic Assessment.
- Big Creek process parameters - “proc para - big creek.pdf”
- BCWRF Hydraulic Improvements S051B 2001
- Big Creek Odor Control Improvement Drawings 2001
- Big Creek WPCP May 1989 Expansion Drawings
- July 1986 Interim Expansion Drawings
- October 1982 Expansion Drawings

VOLUME II OF III
DESIGN/BUILD TECHNICAL REQUIREMENTS

DESIGN/BUILD TECHNICAL REQUIREMENTS

**BIG CREEK WRF IMMEDIATE NEEDS REHABILITATION PROJECT S134
REQUEST FOR PROPOSAL**

- Appendix 1.0 - Facility Description
- Appendix 2.0 - Performance Criteria
- Appendix 3.0 - Not Used
- Appendix 4.0 - Not used
- Appendix 5.0 - Minimum Technical Requirements
- Appendix 6.0 - Subcontractors List
- Appendix 7.0 - Not Used
- Appendix 8.0 - Not Used
- Appendix 9A - Not Used
- Appendix 9B - Safety Management
- Appendix 10.0 - Reports, Meeting and Design Submittals
- Appendix 11.0 - Construction Control and Facilities
- Appendix 12.0 - Project Schedule and Payment
- Appendix 13.0 - Project Deliverables
- Appendix 14.0 - Equipment Start-Up and Testing
- Appendix 14A - Equipment Start-Up and Testing Forms
- Appendix 15.0 - Acceptance Testing Requirements
- Appendix 16.0 - Not Used
- Appendix 17.0 - Not Used
- Appendix 18.0 - Guarantees and Associated Risk
- Appendix 19.0 – Public Communication Plan

APPENDIX 1 FACILITIES DESCRIPTION

1.1 Existing Facilities and Plant Envelopes

The existing Big Creek WRF is located at 1030 Marietta Highway, Roswell, Georgia 30075. The site envelope delineates the land which the D/B Company may use to construct the improvements. The D/B Company is to coordinate the use of the land within the plant envelope with the County and its contract operator.

The D/B Company will be responsible for all land used by the D/B Company within the plant during the Design/Build Project.

1.2 Existing Facilities Description

General descriptions and a list of the major processes and equipment in use at the BCWRF are presented below. The list and descriptions are provided for general information purposes only and are not intended to be complete listings of all existing equipment, systems, or processes. The existing facility is further described in the Big Creek DDR, October 2007.

1.2.1 Big Creek WRF Process Description

The Big Creek WRF treats wastewater with preliminary treatment, activated sludge secondary treatment, secondary clarification, filtration, and ultraviolet light disinfection. Treated wastewater is discharged to the Chattahoochee River. The solids are aerobically digested and dewatered prior to disposal. The following is a brief description of the liquid unit processes.

1.2.1.1 Influent Wastewater

The Big Creek WRF provides wastewater treatment service to the Big Creek Drainage Basin, one of the three drainage basins in north Fulton County: Johns Creek, Big Creek, and Little River. The influent from the collection system enters the site via one 42-inch force main, one 36-inch force main, one 16-inch force main and one 24-inch force main, all converging at the influent splitter box.

1.2.1.2 Screening and Grit Removal

The influent flow passes through two mechanically cleaned bar screens, with a space for a third screen. The flow then enters four aerated grit chambers which utilize clamshell buckets for grit removal. The screened wastewater flows through a 4 FT Parshall flume prior to flowing through a 48-inch pipe into the aeration basins.

1.2.1.3 Chemical Addition

A 7,400 FT³ lime silo, slaker, and associated equipment are located near the pre-mix chamber at the head of the aeration basins. Lime is used for pH and alkalinity supplement for the downstream biological process. The lime solution is added at the aeration basin influent channel.

Two 10,000 gallon FRP tanks are used for ferric chloride storage. The ferric chloride feed pumps are housed inside the lime slaker building. Ferric chloride is added to the secondary clarifier effluent at the filter diversion structure.

1.2.1.4 Activated Sludge Secondary Treatment

The flow enters the aeration tank via a pre-mix chamber. Eight 1.3 million gallon aeration tanks provide nitrification and enhanced biological phosphorus removal in an anaerobic/aerobic configuration. Five 7-stage centrifugal blowers supply air to the aerobic zones through fine bubble diffusers with an average air flow rate of 2.24 SCFM per diffuser. The mixed liquor exits the aeration basins through a common channel and is split between four clarifiers through a mixed liquor splitter box.

1.2.1.5 Secondary Clarification

The four secondary clarifiers are center feed, peripheral take-off, inlet dispersion type. They have a flocculating well which has been decommissioned. The clarifiers utilize hydraulic suction manifold sludge collectors and use a rotating skimmer and rotating scum pipe with ducking skimmer for scum withdrawal. The clarifiers are driven at a constant speed for continuous operation. The clarifiers are 130 feet in diameter and have a volume of 1.5 million gallons each.

The clarifiers share common Return Activated Sludge (RAS), Waste Activated Sludge (WAS) and scum pumping stations. RAS is pumped by six dry-pit, vertical, non-clog variable speed centrifugal pumps to the head of the aeration basins. Waste Activated Sludge is pumped using 6 progressive cavity variable speed pumps to the aerobic digesters. The WAS pump station has a firm capacity of 1,200 GPM. There are two constant speed rotary lobe scum pumps, each with a capacity of 150 GPM.

1.2.1.6 Filtration and Disinfection

Effluent from the secondary clarifiers is sent to a 12 bay deep-bed gravity sand filter, each filter bay has an area of 640 FT². The filtered water is then disinfected using ultraviolet light prior to post aeration. There are six UV channels, each channel contains two banks of low pressure, high intensity UV lamps.

1.2.1.7 Sludge Treatment and Disposal

Waste Activated Sludge (WAS) from the main plant is pumped to aerobic digesters. There are currently 4 blowers installed in the aerobic digester building. The four blowers were installed with part-winding type motors and now obsolete ITE part-winding type motor starters. Blowers 2, 3, & 4 require new starters and blower 3 does not have a motor installed. Because blower 1 is operating reliably since it has had its part-winding starter replaced, and blower 3 does not currently have a motor installed, parts from the starters of blowers 1 and 3 are being used in blower starters 2 and 4.

Sludge from the aerobic digesters is chemically conditioned and then dewatered with four belt filter presses. The dewatered sludge is transferred to trucks via two conveyor belts prior to landfill disposal. Three of the BFPs are located on one side of the building and share a common conveyor for truck loading, the fourth BFP is on the other side of the building with space for additional BFPs which share a common conveyor for truck loading.

1.2.1.8 Post-Aeration and Effluent Outfall

Effluent is aerated to ensure the minimum dissolved oxygen concentration of 5.0 mg/L is attained. Both cascade and fine bubble aeration is used for post aeration. The cascade aerator is the primary means of aeration with fine bubble aeration being used only when the Chattahoochee River level is high. The effluent is discharged through a 48-inch diameter diffuser pipe into the Chattahoochee River with 16 1-foot diameter diffusers. The wastewater flows to the river by gravity.

1.2.1.9 Odor Control Facilities

Currently, tank and channel covers and chemical scrubbers are used for odor control at various parts of the plant. Details of the odor control facilities are further described in the 2001 Big Creek Odor Control Improvement drawings.

1.2.1.10 Power System

The Georgia Power Company provides electrical service to the Big Creek WRF through two redundant primary sources to two redundant service transformers located at the Georgia Power Company substation located at the northeast corner of the plant site. One primary service is provided at 115 kV to a 10.5 MVA service transformer that steps the voltage down to 12,470 volts. The second primary service is provided at 20 kV to a 10.5 MVA service transformer that also steps the voltage down to 12,470 volts. The primary services and service transformers are provided and maintained by the Georgia Power Company. The plant Main Switchgear is located in the Aeration Basin Blower Building and consists of two medium voltage metal-clad switchgear line-ups rated 1200 Amperes at 15 kV arranged in a main-tie-main configuration. Various outdoor step-down transformers are located throughout the plant at key plant locations to step-down the voltage to a utilization voltage of 480 volts.

1.2.1.11 In-Service Facilities

On the site of the Big Creek WRF, there are additional in-service facilities: an administration building, maintenance building, pump stations, and trailers.

1.2.1.12 Out-of-Service Facilities

There are several structures on the existing site that are not in use. They include the former sludge reactor building, former belt press building, and package plants, among others.

1.3 Laboratory and Analytical Services

The laboratory located in the Administration Building is equipped to perform analyses for process control and NPDES permit reporting. The conventional tests include parameters such as pH, TSS, BOD, COD, and settleable solids.

1.4 Cobb-Willeo Pump Station

The Cobb-Willeo pump station is located at the south east section of the plant. The station receives flow via a 42 inch line and pumps the flow to the plant influent splitter box through a 24 inch pipe.

APPENDIX 2 DESIGN CRITERIA

2.1 General

The D/B Company shall design and construct the required improvements for this Project using the criteria outlined in Section 3.4 presented in this package. The documents included in this package for the Big Creek Water Reclamation Facility Immediate Needs Rehabilitation Project are to serve as a guide for the selected D/B Company to design, construct, demonstrate, and make fully operational all improvements.

The County will evaluate each design based upon the criterion in the D/B RFP. Table 4.1 in Section 4 which includes but is not limited to how the continued operation of the BCWRF will be maintained to ensure compliance with the NPDES Permit, quality of equipment, constructability, ease of operations, and costs.

The D/B Company shall familiarize itself with the operations of the BCWRF. Careful consideration shall be given to the order the improvements are to be done and when they are to be done. The D/B Company must fully understand the impacts the work may have on the operation of the Big Creek WRF. BCWRF's effluent is to be in compliance with NPDES Permit GA0024333 and the plant in good overall operation at all times. The D/B Company is to understand such things as: the number of units that may be off line at any one time and seasonal characteristics that impact plant operation which may constrain when the work can be done. It is feasible that only one unit of any process can be offline at any one time and must be online and fully functional before another unit can be taken offline.

The D/B Company is to coordinate with the County and its Contract Operator during construction, installation, startup and testing of the equipment and systems. The County and its Contract Operator shall be notified not less than 48 hours prior to any construction, startup, or testing activity. The D/B Company's work is not to impede the County or its Contract Operator in performing their duties and services in operating the plant or any other related activity. Any deviation which will impact current plant operations during construction that results in increased operational cost (e.g. power, chemicals, manpower, etc.) shall be borne by the D/B Company.

The D/B Company will be responsible for any and all fines, and fees, and penalties, monetary and otherwise, due to all spills and/or violations related to or attributable to the D/B Company's work.

2.2 Design Requirements

The D/B Company may provide alternate solutions to correcting the operational issues, removing hydraulic restrictions and the replacement of equipment that are at the end of their useful life, only if supported by a full analysis of the conditions of service and plant process requirements.

The County will evaluate all proposed solutions based upon the information provided in the Proposal only for full analysis of the conditions of service and plant process requirements to ensure the functions performed as specified.

The following sub-sections present the Big Creek WRF Immediate Needs Rehabilitation Project tasks.

2.2.1 Services to Be Included

The D/B Company shall provide the Owner complete and operational equipment and systems. To this end, it is the responsibility of the D/B Company to coordinate all interfaces with related mechanical, structural, electrical, instrumentation and control work and to provide necessary ancillary items such as controls, wiring, piping, valves for shutoff and/or isolation etc., to make equipment and systems operational and meet performance requirements. The D/B Company is to incorporate means for safe access to and removal of equipment in their design.

Where equipment is to be added, upgraded, or replaced, control systems and control schemes for the equipment are to be revised or developed and installed consisting of local controls and incorporation into plant SCADA. The existing plant SCADA is to be modified as necessary to incorporate the new and upgraded equipment and control schemes with control available through the control system HMI.

2.2.2 Headworks Rehabilitation

Rehabilitation of the headworks will consist of the replacement of two existing screens and the addition of a third screen. Provisions for by-pass flow is to be included. Any new screen will be an in-kind replacement with 6mm (1/4 inch) openings, made of material appropriate and standard for the service required. The replacement of the screenings handling systems with in-kind equipment and material is also required. The repair of concrete in and around the channels is required.

2.2.3 Lime Slaker Replacement

The replacement of the existing lime slaker and refurbishment of the corroded equipment and materials inside the lime building with in-kind equipment and materials is required. The existing silo is to remain and all other equipment is to be replaced, including conveyors, vibrators, piping, valves, controls, and appurtenances. The level in the lime silo will be monitored with high, reorder, and low level sensors. The lime slakers will utilize dose set point control to meet alkalinity requirements.

2.2.4 New Ferric Chloride Feed Pump Building

A new ferric chloride feed pump building is to be constructed next to the existing ferric chloride storage tanks. New feed pumps will be installed in the new building along with all piping, valves, meters, gauges, etc. to connect to the existing ferric chloride distribution piping. The feed pumps are to be connected to the storage tank via a common suction header with valves installed to provide for isolation and for feeding to designated point. The feed pumps will be designed for continuous duty and utilize dose setpoint control. The ferric chloride feed pumps are to be the peristaltic type. The new building shall be architecturally consistent with existing structures.

2.2.5 Automated Blower Controls and Blow-Off Addition

The existing blowers that supply air to the aeration basins require modifications to allow additional blowers to start when multiple blowers are running and to adjust blower output as needed to meet actual process air requirements. The D/B Company is to evaluate the blower, air piping, and diffuser configurations to determine and install the correct automated control and blow-off solutions.

2.2.6 Activated Sludge Secondary Treatment Aeration Basin Rehabilitation

2.2.6.1 A system for the automation of putting the aeration basins in and out of step-feed mode is to be designed and installed. This will require the installation of motorized valves and gates, wiring, controls, instruments, sensors, etc. to make for a complete and operable installation. This will include any additional required control with the RAS pump station and secondary clarifiers. The controls are to be fully integrated into the plant SCADA and HMI.

2.2.6.2 To prevent fugitive odor emissions from the pre-mix basin and Return Sludge flumes at the influent of the aeration basin, the pre-mix basin and Return Sludge flumes are to have ductwork and appurtenances designed and installed to connect the pre-mix basin and Return Sludge flumes to the aeration basin odor control system.

2.2.6.3 The D/B Company is to evaluate the process control and hydraulics of the aeration basin, and to design and install, the correct solutions for improving the performance of the aeration basins. These improvements may include but are not necessarily limited to: raising the inlet weirs to the aeration basins, the cleaning and repair of the aeration basin influent channel, diffuser modification, and/or baffle wall drain port modifications.

2.2.7 Hydraulic Improvements to the Mixed Liquor Splitter Box

The D/B Company is to evaluate the performance of the existing mixed liquor splitter box and to determine and implement the best solutions to remove the hydraulic restrictions in the mixed liquor splitter box. The improvements will, up through sustained peak flow: prevent the submergence of the flow split weirs to the secondary clarifiers, provide equal flow and equal MLSS distribution to each online secondary clarifier and shall maintain 18 inches of freeboard in the upstream processes.

2.2.8 Secondary Clarifiers and Scum Removal System Rehabilitation

2.2.8.1 The secondary clarifier rehabilitation will require complete replacement of all secondary clarifier mechanisms, components (mechanical, electrical, control, etc.,) and accessories. The new mechanisms shall be designed to minimize headloss. The repair and coating of the concrete in the effluent troughs is required. Restoring the hydraulic efficiency of the secondary clarifiers is critical. Investigation into to the causes of excess headloss from the mixed liquor splitter box through the clarifiers is to be done; headlosses are to be eliminated. The

performance of the existing peripheral baffle is to be evaluated and modified if necessary. Covers on the secondary clarifiers are not included in the immediate needs rehabilitation project.

- 2.2.8.2** Design and install new scum removal systems and piping utilizing re-circulating chopper-style pumps to pump scum to the aerobic digesters. All piping, valves, wiring, controls, etc. required for a complete installation are to be provided.

2.2.9 Return Activated Sludge pump system replacement

Evaluate plant process and control requirements and upgrade and upsize the RAS pumps, piping, instrumentation, flow meters, etc. as necessary in order to return the required RAS flow for peak flow and step feed operation. RAS Pumps are to be vertical non-clog centrifugal pumps.

2.2.10 Mixed Liquor Polymer System

A new liquid polymer system is to be designed and installed which will deliver polymer to the mixed liquor splitter box. The system will utilize polymer in nominal 275 gallon totes. The system is to be located and dosed at the mixed liquor splitter box. All new piping, valves, appurtenances, wiring, controls, etc. that is necessary for a complete installation is to be included in this task. Spill control, polymer mixing, and hook ups to cleanly and easily attach the totes to the polymer system are to be included. Provide a means to isolate each feed unit and tote. A means to maintain the polymer totes, feed pumps, piping, and rest of the system within the polymer's storage temperature range is part of this requirement. Provide a way to flush out or clear blockages in the polymer lines. The D/B Company is to determine the method of application and shall conduct site specific polymer tests to select and justify the appropriate type and dose. The polymer system is to be controlled through the plant SCADA and HMI.

2.2.11 Aerobic Digester Improvements

- 2.2.11.1** New reduced-voltage solid-state motor starters are to be selected and installed for three of the four aerobic digester blowers. Blower 3 is to have a new standard motor installed. The new starters are to be compatible with the existing part-winding type motors, and standard motor for blower 3, that are used in the digester blowers.

- 2.2.11.2** The BCWRF receives sludge from other Fulton County Facilities. A sludge receiving station is to be installed which will provide spill containment, and permanent piping and valves. The design of the receiving station is to be compatible with the Stormwater Pollution Prevention Plan for the BCWRF. All plastic piping currently used for this task is to be replaced with ductile iron pipe. Connections are to be provided for truck hook-up. The D/B Company is to determine the optimum digester tank in which to install the discharge piping.

- 2.2.11.3** A way to equalize the liquid level between the digester tanks is to be designed and constructed.

2.2.11.4 There are miscellaneous items which need to be addressed at the aerobic digesters, some of these items are: leaks in the air piping and tripping hazards. The D/B Company is to identify items requiring improvements and modifications and is to evaluate how best to implement the required improvements.

2.2.12 Dewatering Rehabilitation

2.2.12.1 The existing sludge conveyor belts are to be replaced with cake pumps and associated equipment, such as hoppers, pipes, cleanouts, polymer system, isolation valves/gates, etc. New cake pumps, hoppers, and piping are to be selected for each belt filter press so that dewatered solids can be pumped to the existing truck loading bay.

2.2.12.2 New Belt Filter Press feed pumps are to be selected and installed to replace the existing Belt Filter Press feed pumps.

2.3 Equalization Tank

An enclosed 13 Million Gallon equalization tank is to be designed and constructed. The tank is to be of concrete construction. The location of the tank is to be at the same area as determined in the BCWRF Upgrade and Expansion Drawings. The BCWRF Upgrade and Expansion documents and Technical Memoranda are to provide the basis of design. The D/B Company is to address the areas of concern of nearby residents, some of which are indicated in the Environmental Information Document, which include: architecture, screening, landscaping, lighting, odor, noise, construction methods, etc.

This task is to include all necessary facilities and structures for a complete and operable system, including equalization diversion structures, equalization return pump station, and all piping, which are to be designed and constructed to accept unscreened raw wastewater and spent backwash water from the effluent filters and to return flows to the headworks. Piping is to be run as closely as possible to that shown in the BCWRF Upgrade and Expansion Drawings to facilitate the future construction of the BCWRF plant expansion. All piping, pumps, valves, controls, odor and noise control, tank cleaning and mixing systems, and landscaping/screenings are to be included.

Maintenance activities are to be taken into account in the design. The design is to incorporate the ability to completely drain the tank, safe access for personnel utilizing appropriate door or hatchways with permanently attached stairs or ladders, and hookups for high pressure hoses to allow complete wash down and removal of all grease and scum and to provide means to remove solids from inside of the tank.

2.4 Remediation of Disturbed Areas

The D/B Company shall put back all those areas and structures that were disturbed to access and complete the work, but were not part of the work, into a condition that is equivalent to the condition prior to disturbance. These areas and structures may include but are not necessarily limited to: utilities, landscaping, painting, paving, masonry, roofing, etc.

**APPENDIX 4
NOT USED**

APPENDIX 5 MINIMUM TECHNICAL REQUIREMENTS

5.1 Design/Build Requirements

The D/B Company shall be responsible for delivery for the County's acceptance, a rehabilitated plant that meets all of the requirements of the RFP as well as any and all Local, State, Federal, regulatory, applicable law, and County requirements and permits, whether or not indicated in this RFP.

The D/B Company shall engineer, design, and construct improvements which meets the criteria set forth in Appendices 2, 5, 14, and 15. The D/B Company shall develop their own plans and specifications based on the D/B Company's own engineering and design, which shall incorporate the County's Minimum Technical Requirements.

The County has invested a great deal in the work to create the referenced drawings and specifications listed in 5.2 below. It is the County's desire to use these documents as the County's Minimum Technical Requirements. These documents are not to limit, restrict, or constrain the D/B Company's approach or means and methods to the design and construction of the BCWRF Immediate Needs Rehabilitation Project. These specifications shall be used to identify items such as materials, coatings, paintings, markings, piping, controls, equipment, models, manufacturers, spare parts, special tools, required basic installation checkouts, and performances that are acceptable to the County. Any reference in the 60% Design Submittal Specifications referenced in 5.2 below to means and methods, contract administration, contract execution, and general requirements shall not apply, only requirements covered in the D/B Contract, these Appendices, or RFP shall. It is not the desire of the County to limit innovation by the D/B Company with regard to the specific areas which require improvement, or for the specific equipment requirements as presented in the included specifications and drawings.

Where the Minimum Technical Requirements do not specify or are incomplete in stating any explicit quality or standard for construction materials or workmanship, the D/B Company shall use only workmanship and new materials of a quality consistent with that of construction workmanship and materials specified elsewhere in the Minimum Technical Requirements, and the Minimum Technical Requirements are to be interpreted accordingly.

Where there are discrepancies between any set of specifications in the D/B RFP the proposers should use the most stringent specification or ask for clarification.

5.1.1 Equipment, General Design Requirements

Provide products conforming to all specified, scheduled, or indicated performance requirements including site elevation above sea level, ambient temperature and humidity range, utility supply conditions, and service pressure-temperature ratings. Design products for continuous operation unless otherwise noted. Where any specific service condition would adversely affect product performance capabilities, request revision of performance rating or modification of product from the Construction Manager to obtain specified performance.

5.1.2 “Or Equal”

Approval of any substitution will be made under the following provisions:

- A. If the term ‘OR EQUAL’ follows the names of existing manufacturers, then other manufacturers desiring approval may submit the product to the Owner for approval during the proposal phase. Any reference to a manufacturer or list of manufacturers in the Contract documents shall be considered to include the phrase “or equal” following such reference; provided, however, that when the list of manufacturer(s) are expressly noted with the phrase “no substitutions”, then no “or equal” substitutions shall be permitted; and when the list of manufacturer(s) is noted with the phrase “equal to”, then D/B Company shall be allowed to substitute only as permitted by the provisions of this section, as defined below. For any requested substitution (excluding those manufactured items subject to “equal to” qualification), the manufacturer should include the following items in this pre-submittal:
- (1) Descriptive literature, including information on Materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;
 - (2) Performance Specifications applicable to the manufacturer’s standard design, which indicate the level of performance to be expected from the product;
 - (3) A complete set of submittal Drawings of similar Equipment that has been completed and placed into operation;
 - (4) A list of existing installations of equipment similar in type and size;
 - (5) Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;
 - (6) Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;
 - (7) A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;
 - (8) A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and
 - (9) All other information necessary to fully evaluate the product for consideration.

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- B. This pre-submittal shall reach the Owner no later than four (4) weeks prior to the proposal date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the proposal date. During the period of pre-submittal review the Owner may request additional information that shall be provided in a timely manner and shall in no way cause an extension of the fourteen (14) day pre-submittal review period.

NOTE: Proposals based on Equipment, which has not received the approval of the Owner, will render the Proposer as non-responsive and cause rejection of the Proposer.

If the term 'EQUAL TO' accompanies the names of approved manufacturers in the Specifications, the D/B Company may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the Owner in accordance with the above paragraphs.

Any Proposer intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Proposer shall include in his proposal the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Owner is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

5.2 Referenced Specifications and Drawings

5.2.1 Specifications

S224 – BIG CREEK WRF UPGRADE AND EXPANSION 60% DESIGN SUBMITTAL.
Volume 1 and Volume 2

5.2.2 Drawings

S224 – BIG CREEK WRF UPGRADE AND EXPANSION 60% DESIGN SUBMITTAL.
February 2008

5.3 Applicable Codes and Standards

Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement of the RFP. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the D/B Company's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category. All material and equipment, for which a FM or UL Standard, an

AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

5.4 Testing Requirements

In general, where no reference to a requirement is made in this RFP, the requirements listed in “S224 – Big Creek Upgrade and Expansion 60% Design Submittal Specifications” Volumes 1 and 2, accepted industry standards, codes, or Fulton County Standards shall be used, but in any case, the most strict requirement shall apply.

**APPENDIX 6
SUBCONTRACTORS LIST**

Refer to “Schedule of Intended Contractors” in Volume 1, Section 6 of Contract Compliance Requirements

**APPENDIX 7
NOT USED**

**APPENDIX 8
NOT USED**

APPENDIX 9B SAFETY POLICY STATEMENT

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 the D/B Company partner with Fulton County in the implementation of a Safety and Loss Prevention Process to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in project design, in the invitation to bid or request for proposal, in bid award and project meetings, and in the post job evaluations. The D/B Company is required to develop and submit a project safety and health program for acceptance by Fulton County prior to Notice to Proceed. The D/B Company is required to implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents.

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

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

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

D/B COMPANY SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 NOT USED

2.0 REFERENCES

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

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a D/B Company's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the D/B Company, Sub-Contractors and the Construction Manager.

3.0 RESPONSIBILITY

The D/B Company awarded the D/B Contract has the ultimate responsibility for the safety and health of all Sub-contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local). Nothing contained herein shall relieve the D/B Company or any Sub-contractor of such responsibility or liability.

4.0 PROCEDURE

- 4.1 The D/B Company and each Sub-contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by the Construction Manager prior to Notice to Proceed.
- 4.2 The D/B Company and each Sub-contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by the Construction Manager prior to Notice to Proceed.
- 4.3 The D/B Company must designate a person responsible for site safety. Each Sub-contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 D/B Company is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-contractor, and the general public.
- 4.6 D/B Company shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 D/B Company shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification. Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.

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- 4.8 The status of project safety shall be included in the D/B Company's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

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

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

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

6.0 OTHER CONTROLLED ITEMS

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

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

7.0 EMERGENCY PROCEDURES/GUIDELINES

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

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

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- 7.2 These Emergency Procedures will be made part of the D/B Company's Project Safety Program submittal and shall include but not be limited to the following elements:
1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
 2. An incident command structure defining duties and responsibilities
 3. A system to train supervisors and employees on this emergency plan
 4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
 5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
 6. A plan that addresses serious incidents that includes notification to Fulton County and Fulton County's designated Representative immediately after the incident.
 7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

- 8.1 The D/B Company is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Construction Manager.
- 8.2 The D/B Company will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
- 8.3 For any incidents such as fires, explosions, fatalities, etc., the D/B Company must notify the Construction Manager immediately and must coordinate any releases to the news media through the Construction Manager and the County's Information and Public Affairs Office.
- 8.4 If a work-related injury should occur on this project, D/B Company shall perform a thorough investigation of the incident and document the information on a worker's compensation 1st Report of Injury. A copy of report shall be submitted to the Construction Manager within 24 hours of the incident.
- 8.5 A written accident investigation report containing the following information as a minimum must be forwarded to the Construction Manager within 24 hours of incident.
1. Company Name
 2. Location
 3. Date and Time of incident

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4. Description of incident
 5. Names of all parties involved and all witnesses
 6. Corrective action(s) taken to prevent recurrence
 7. If the incident involves injury or illness, the following information must be provided:
 - a) A medical description of the injury or illness
 - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
 - c) If the public is involved, information about treatment and treatment location.
 8. Any pictures, site drawings, etc. if they assist in describing the incident.

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

9.0 JOB SAFETY ANALYSIS

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

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self Auditing Requirements

- 10.1.1 The D/B Company and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The D/B Company may use this checklist or an equivalent approved by Fulton County's designated Representative.
- 10.1.2 Each written safety audit must be filed on the site and a copy forwarded to the Construction Manager.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

- 10.3.1 The D/B Company must 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.

10.3.2 The D/B Company is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to the Construction Manager.

10.3.3 These records will be reviewed with the Construction Manager and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Construction Manager. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

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

10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the D/B Company's senior management.

10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed in a meeting with the Construction Manager. A written action plan to address the D/B Company's performance issues may be developed.

10.4.5 The Construction Manager may meet the D/B Company's senior management to discuss the findings, contract requirements, and their plans to address the findings.

10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

11.1 The D/B Company will conduct weekly safety meetings with all D/B Company and Sub-Contractor employees on the site.

11.2 The D/B Company will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.

11.3 The D/B Company will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

12.1 Employee Training

12.1.1 The D/B Company must be able to show when requested the required safety training for all D/B Company and Sub-Contractors employees and competent persons working on the site including any required craft training.

12.1.2 The D/B Company must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.

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- 12.1.3 The D/B Company must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
 - 12.1.4 The D/B Company shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
 - 12.1.5 If D/B Company or Sub-contractors employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to the Construction Manager.
 - 12.1.6 D/B Company shall orient all supervision and employees concerning safety requirements before working on the project site.

12.2 Equipment Certification and Inspection

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

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

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

13.1 Return to Work Policy*

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

13.2 Fire Prevention Program*

The D/B Company and each Sub-contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This

plan must be submitted as part of the D/B Company's Safety Program submittal. It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)*

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

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

13.4 Personal Protective Equipment(PPE)*

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

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

13.5 Confined Space Entry

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

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

13.6 Excavations

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

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

13.7 Electrical Tools, Equipment, and Systems*

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

13.8 Lockout/Tagout Procedure

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

- Energy isolation lists for each piece of equipment
- Employee training

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- Individually keyed locks and danger tags
 - Written Procedure that assigns responsibilities

13.9 Fall Protection*

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

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

13.10 Scaffolding*

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

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

13.11 Cranes And Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The D/B Company is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by OSHA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational.

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

13.12 Use Of Personnel Baskets

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

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

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

13.14 Ladders*

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

13.15 Tools And Equipment*

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

13.16 Compressed Gas Cylinders*

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

13.17 Welding, Burning, And Cutting*

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

13.18 Sanitation And Housekeeping*

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

13.19 Hearing Conservation*

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

13.20 Respiratory Protection

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

14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

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

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

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

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

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

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

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

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from over head and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

Job Safety Analysis/ Job Pre-Planning Worksheet

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

PRE-OPERATIONAL PLANNING
FACT FINDING GUIDE - GL

I. Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.

A. PRESENT OCCUPANCY OR USE OF THE SITE

- Demolition to be done?
- Structures will remain (condition)?

B. HISTORY OF THE SITE

- For what was the site used before?
- Underground tanks?
- Underground utilities?

C. GEOLOGY OF THE SITE

- Rock to be blasted?
- Water to be removed/diverted?
- Fill needed? (where and how obtained?)
- Excavation needed? (where and how disposed of?)

II. Evaluate controls needed in reference to site security and public protection.

A. FENCING NEEDED?

B. ACCESS/GATES

- Can traffic be routed past office or checkpoint?
- "Non-Vendor" visitors escorted?
- Gate lockable after hours?
- "Hard Hat" signs at entrance?
- Dirt removal/tarpping area at exit?
- Ready Mix chute wash area?

C. PEDESTRIANS

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special access requirements for neighboring occupants?
- Special after-hours considerations?

D. ENVIRONMENTAL

- Dust control?
- Silt control?
- Mud control on streets?
- Vibration control?

E. UTILITIES

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or deenergized?
- Temporary power service away from high traffic areas?

F. SUB-CONTRACTORS

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established
 - Job site safety meetings
 - Materials delivery
 - Debris removal
 - Access to site
 - Weekly Sub-contractors' meetings
 - Schedule of safety inspections
 - Emergency Procedures

G. MATERIALS HANDLING

- Crane selection criteria established
 - Maximum weight to be handled
 - Maximum lifting height
 - Maximum horizontal reach needed
 - Amount of travel needed
 - Swing radius available
 - Set-up area available
 - Ground bearing capacity
 - Approximate frequency of lifts
- Crane operations responsibilities established
 - Triangle or leasing company crane to be used?
 - Operator trained and experienced on specific machine?
 - Operator can accurately read and interpret machine load chart?
 - Critical lift identified (75% of net capacity)?
 - Machine fully inspected by a qualified outside agency?

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- Rigging hardware properly selected?
 - Inspecting and maintaining the crane per owner/manufacture specifications?

III. Start Up.

A. ELECTRICAL

- Temporary Power
 - Underground service possible?
 - Maintenance responsibilities established?
 - Main circuit panel barricaded?
 - Lighting planned?
- Circuit Protection
 - Ground fault circuit interrupt protection?
 - Assured grounding conductor program?
 - Responsibilities established?

B. FIRE PROTECTION

- ABC extinguishers adequately distributed?
- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

C. FALL PROTECTION

- Critical Job Phases Identified?
 - Critical exposures identified by phase? (e.g. "Worker falls into basement excavation")
 - Scheduled start dates for critical phases?
- General Fall Protection Procedures
 - Perimeters
 - Floor openings
 - Working deck
 - Work area access
 - Ladders
 - Elevator hatchways

D. PERSONAL PROTECTIVE EQUIPMENT

- General
 - Hard hats
 - Work shoes
- Specific by Task

E. HAZARD COMMUNICATION PROGRAM ESTABLISHED AND EMPLOYEES TRAINED

F. CONFINED SPACE ENTRY

- Procedures established and task(s) identified requiring use of procedures?

G. TRENCHING

- Procedures established and task(s) requiring procedures identified?

H. PHASE PRE-PLANNING

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow up system

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APPENDIX 10

PERIODIC REPORTS/MEETINGS & DESIGN SUBMITTALS

10.1 Introduction

This Appendix sets forth the requirements during the design and construction period for meetings and reports, and for design submittals. All documents or submittals described in this Appendix shall be submitted as complete organized reports (including tables of contents), bound in durable 3-ring binders. The D/B Company shall submit six copies of all documents and submittals, except where noted.

10.2 Monthly Project Design and Construction Progress Report

On a monthly basis, following the Contract Date (during the design and construction periods), the D/B Company shall furnish the Construction Manager with a monthly project progress report, in accordance with the Design/Build Contract that summarizes all aspects of the completed month's work progress.

The Construction Manager will provide timely review and comment on all submittals in accordance with the Design/Build Contract. Failure of the Construction Manager to provide timely comments shall not relieve the D/B Company of any of its performance obligations contained in the Owner/Design-Build Company Contract.

The monthly report shall contain as a minimum, the following:

- Executive Summary. A written narrative of the work completed this period, a description of work to be completed next period, and a description of any critical items, which require immediate resolution.
- Actual cost completed and percent completed. A financial breakdown of the status of the job to date.
- Budgeted Value versus Earned Value of the job to date.
- Project Schedule Updated and annotated
- Submittal Status Log
- Design Drawing Log
- Change Order Log
- Deficiency Log
- Photos
- Engineers/Architects Field Visit Reports
- Safety Reports
- QA/QC Reports
- Public Complaint Status Log
- Major Equipment Procurement Status Log

10.2.1 Videos and Photographs

The use of photographs and videos to document the progress of the D/B Project and the history of the Big Creek WRF Immediate Needs Rehabilitation Project is a part of the D/B Company's responsibility. During the course of the D/B Project the use of

photos may well be the only means of verification of the completion of satisfactory work. Also at the completion of this project the County and the D/B Company would both utilize a photographic history of the project. The D/B Company is encouraged to take as many digital pictures of the project as possible. The requirements of the RFP for pictures are outline below. All pictures taken on the project whether to fulfill the requirement of the specification or for other reason shall become the property of the County. Access to the picture database will not reasonably be denied the D/B Company.

10.2.1.1 Videos

Prior to the beginning of any work, the D/B Company shall take a pre-construction video of the work area to record existing conditions. The video shall show all conditions which might later be subject to disagreement and shall be shown in sufficient detail to provide a basis for decisions. The Construction Manager shall be notified of the day and time of when the video is to be made and given an opportunity to be present during the making of the video. Video shall be submitted on CD-ROM or DVD with a log of the items tapped within 10 calendar days of the Notice to Proceed. No request for payments will be processed until the pre-construction video has been submitted and approved by the Construction Manager.

Following substantial completion, another recording shall be made showing the same area and features as in the pre-construction video. The Construction Manager shall be notified of the day and time of when the video is to be made and given an opportunity to be present during the making of the video. Post-Construction video shall be made prior to final acceptance and before submitting a request for final payment. Video shall be submitted on CD-ROM or DVD with a log of the items tapped.

During the project, the use of video to document significant events in the construction of the plant may be requested by the Construction Manager. The D/B Company shall provide all material and personnel necessary to make the video recording at his own expense.

10.2.1.2 Photographs

All photography (Pre-construction, Post-construction and Progress) for this project shall be in digital format. The D/B Company shall provide the digital camera, the personnel to take the photographs, the labor and computer to transfer the photographs, the CD-ROM burner to transfer the prints to a CD-ROM and an appropriate color printer and photo quality paper to print the selected photographs for submission. All photographs shall be submitted in digital format on a CD-ROM with pertinent information provided for each image, including: project name, Contractor's name, description of subject, orientation, and date and time of exposure. The Construction Manager may request that of prints of some of the pictures in color on 8 by 10 photo paper. Photographs submitted shall be

enclosed back to back in a double face plastic sleeve punched to fit a standard three-ring binder

Prior to the beginning of any work, the D/B Company shall take project photographs of the work area to record existing conditions. The Pre-construction Photos shall show all conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions. The pre-construction photographs shall be submitted to the Construction Manager on a CD-ROM within 10 calendar days after the date of the Notice to Proceed. The Construction Manager may request that two (2) sets of prints of up to twenty-five (25) pictures be printed in color on 8 by 10 photo papers.

Post-construction photographs shall be taken after substantial completion and provided prior to acceptance of the project. The post-construction photographs shall be submitted to the Construction Manager on a CD-ROM prior to acceptance and final payment. The Construction Manager may request that two (2) sets of prints of up to twenty-five (25) pictures be printed in color on 8 by 10 photo papers.

As the work progresses, the D/B Company shall provide record photographs of all major components of the construction. The photographs shall be taken at least monthly, or more frequently as necessary to provide an appropriate record of the work. A minimum of two (2) sets of 8" x 10" color prints of a minimum of twenty-five (25) photographic shot shall be submitted with the monthly report. The photographs shall be representative of the primary work being claimed for during the period under consideration. The print selection will be agreed to with the Construction Manager prior to submission. All digital pictures taken shall be submitted monthly on a CD-ROM with the monthly report.

The Construction Manager, the County's contract operator or any appointee by the County will not be hindered from any portion of the work to take photographs or videos of the work being performed.

10.3 Design Submittals and Review Process

In accordance with the terms and conditions of the Design/Build Contract, the Construction Manager will review the design for consistency in the Minimum Technical Requirements and the design information submitted with the D/B Company's Proposal and to provide input on selected issues. The Construction Manager's input to the design process shall be solicited by the D/B Company on a regular basis, including during design progress meetings and at the key stages in the design preparation using the design submittal packages specified below. The Construction Manager may also provide input on constructability, operability, and maintainability issues.

All submittals are expected to comply with the Minimum Technical Requirements and with the Proposal design information. Any requested exception to the specifications or Design/Build Contract (regardless of prior discussion) must be clearly identified by the D/B Company in its cover letter, which transmits the submittal and must be fully documented with compelling

justification for the exception. The D/B Company shall assume all risks associated with assuming that any such requests for exemption will be granted.

10.3.1 Design Changes Requested by the County

The procedures to be followed for incorporating design changes requested by the County are specified in the Design/Build Contract.

10.3.2 Design Submittals

The minimum components of submittal packages that are precedent to key construction and testing activities are listed below. All drawings shall clearly indicate the status of new and existing equipment. The preliminary submittal Protocol envisions that the D/B Company will submit the following three design packages. These packages will be reviewed in accordance with sections 10.3.4 and 10.3.5.

10.3.2.1 Conceptual Design Submittal

- a. The D/B Company shall prepare a conceptual design submittal based on the information submitted in response to the proposal. The submittal shall include any modifications that may have occurred during negotiations and shall confirm that the technical requirements as outlined in the D/B RFP. This submittal should represent a 30% design with any and all changes made from the original design submitted with the D/B Company's Proposal clearly identified. The D/B Company shall review and confirm the requirements of the D/B Project in preparing this submittal.
- b. In preparing this submittal the D/B Company may meet with the Construction Manager to review any recommendations it may have, after the notice to proceed and prior to the Preliminary Design Submittal. The D/B Company may identify, document and submit for review a value-engineering proposal detailing topics and associated cost adjustments to the D/B Project for review by the Construction Manager.
- c. The D/B Company shall identify and document all permits, building, architectural, landscaping and major equipment requirements in this submittal. It shall also include the Design and Construction Schedule.
- d. The D/B Company shall submit this to the Construction Manager for review prior to submitting the Preliminary Design Submittal.

10.3.2.2 Preliminary Design Submittal

- a. The D/B Company shall make a Preliminary Design Submittal documenting the design concept as proposed, as modified during negotiations and addressing conceptual design submittal review comments. This submittal should represent a design with any and all

changes made from the original 30% design submitted with the D/B Company's Proposal clearly identified. The submittal should include but not be limited to the following:

- Detailed design and construction Schedule (see Appendix 12).
 - Basis of Design Memorandum Outline for each Design/Build task.
 - Unit processes and mechanical equipment sizes and dimensions, design criteria-design points and design range.
 - Discussion of operational flexibility.
 - Discussion of manual bypassing.
 - Discussion of plant wide freeze protection.
 - Discussion of thermal/heat protection for all mechanical equipment
 - Sludge disposal methods.
 - Design Drawing List.
 - Specification List.
 - Preliminary Site Work Plans (Survey, Grading and Drainage Plans if applicable).
 - Preliminary Architectural Plans, if applicable.
 - Process Flow Schematic and Piping and Instrumentation Diagrams (P&IDs) for all Design/Build requirements.
 - Preliminary Mechanical Plans.
 - Preliminary Plumbing/HVAC plans.
 - Preliminary Electrical Site Plan.
 - Electrical One-Line Drawings.
 - Emergency Response Plan Outline.
 - Safety & Security Plan Outline.
 - Summary
- b. Preliminary Design Documents shall be provided to depict all system equipment and components and their proposed locations.
- c. The D/B Company shall provide the Construction Manager with a minimum of six sets of drawings and specifications for review in accordance with sections.
- d. The D/B Company shall review the document review comments from the Construction Manager and attend a coordination meeting with the Construction Manager. The D/B Company shall incorporate the Construction Manager's final review comments into the drawings and respond to Construction Manager's document review comments in writing following the coordination meeting indicating the final resolution of each comment.

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- e. If the Construction Manager accepts the Preliminary Design, the Construction Manager shall issue the Notice of Acceptance in writing to the D/B Company.
 - f. The D/B Company shall develop and recommend a plan for final design and construction activities. The Schedule shall reflect this approach.
 - g. The D/B Company shall not commence with the work described below without written approval from the Construction Manager.

10.3.2.3 Post Regulatory Review Design

- a. A post regulatory review design drawings and specifications shall be prepared to a level of detail sufficient for permitting and construction to begin. It shall reflect all comments from the review of the Preliminary Design Review, Georgia EPD and any other regulatory or governmental review. Documents shall set forth, in detail, the requirements for construction of the work and shall:
 - 1) Develop the intent of the D/B Company's preliminary design documents in greater detail.
 - 2) Provide information necessary for the use of those in the building trades who shall be constructing the work.
 - 3) Develop documents of sufficient detail as necessary to obtain all required regulatory and permitting agency approvals, if applicable.
 - 4) Include all information to exhibit compliance with previously issued Construction Manager design review comments or written explanation of non-compliance.
 - 5) Include all information to exhibit compliance with Construction Manager design standards.
- b. The D/B Company shall issue interpretations of the plans and specifications to the Construction Manager, as requested for clarification of documents.
- c. The D/B Company shall submit six sets of Construction Documents to the Construction Manager. Each drawing and cover page of the specifications shall be stamped by professional engineers and/or architects registered in the State of Georgia. The D/B Company may commence construction after submittal of the final design plans and specifications to the Construction Manager and the authority having jurisdiction and approval by the same.

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- d. The D/B Company shall be responsible to apply for, pay for, and secure all permits, inspections, and review of the Project required by all authorities having jurisdiction prior to and during construction. Permits required may include, but are not limited to, land disturbance and building permits. The D/B Company shall contact any public authority including Fulton County having jurisdiction for application requirements, scheduling, cost, and a checklist of minimum requirements. Deliver one set of approved permit drawings to the Construction Manager.

10.3.2.4 Design Development Progress Submittal

The Company shall make a Design Development Progress Submittal at approximately the 90 percent complete state. At a minimum, this submittal shall include the following, as applicable:

- Final Basis of Design Memorandum;
- Preliminary Architectural Door, Window, Finish, and Hardware Schedules and Details;
- Preliminary Landscape Details and Planting Materials Lists;
- Updated Drawing and Specification Lists;
- Preliminary Piping and Valve Lists;
- Updated Site Work, Grading, Drainage, Landscaping, and Electrical Site Plans;
- Updated Process and Support Facility General Arrangement Plans;
- Preliminary Site Sections and Details;
- Updated Electrical One-Line Drawings;
- Updated Process Flow Piping and Instrumentation Diagrams (P&IDs) for all processes;
- Preliminary Building and Structure Foundation Plans, Floor Plans, and Sections;
- Updated Architectural Plans and Elevations;
- Updated Mechanical Systems Plans, Sections, and Details; and
- Preliminary Process, Mechanical, Electrical, I&C, and Support Systems Equipment Lists.

10.3.2.5 Pre-Final Design Submittal

The Company shall make a Pre-Final Design Submittal for the Design/Build Improvement design package 30 days prior to substantially completion. At a minimum, this submittal shall include the following:

- Final Piping, Valve, Equipment, Landscaping, and Planting Lists;
- Final Civil, Architectural, Landscaping, Structural, Mechanical, Electrical, and I&C Plans, Sections, and Details;
- Final Process Flow Piping and Instrumentation Diagrams (P&IDs) for all processes, with loop drawings illustrating the functional elements in the path of each sensor to each control system Input/Output (ISA S5.4);

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- Final Electrical One-Line Drawings;
 - Process, Civil, Structural, Mechanical, and Electrical Design Calculations;

10.3.4 Design Submittal Approvals and Consents.

Any D/B Company submittal, request, or report, other than submittals that are in accordance with section 11.1.3, for any approval or consent by the County shall be submitted to the Construction Manager with transmittal. The receipt date shall be the date the Construction Manager signs and dates the submittal. All responses, approval or consent shall be given by the Construction Manager in writing and shall be conclusive evidence of such approval or consent, subject only to compliance by the County with the Applicable Law that generally governs its affairs. If the County does not find a request, report or submittal acceptable, the Construction Manager shall provide written response to the D/B Company describing the objections and the reasons for rejection within 30 days of the Construction Managers receipt of the submittal. If no response is received within 20 day time, the D/B Company shall request in writing from the Construction Manager a response. If after the 30 day time the request, report or submittal has not be answered it shall be deemed rejected and the D/B Company may resubmit the same, with or without modification.

10.3.5 Procedure for County Review of Design Submittals

The following protocol applies for submission of design documents to the County for review and comment which must then be submitted to appropriate Governmental Bodies for approval prior to continued progress in accordance with the published project schedule. All submissions shall be to the Construction Manager with transmittal. The receipt date of the submittal shall be the date the Construction Manager signs and dates the transmittal. The County shall use good faith effort to complete a review of each submittal within 30 days of receipt. The D/B Company shall be notified of any concerns, problems, or non-compliance of such submittal within that time period. However, if the County does not comment on any aspect of a design submittal this lack of comment shall in no way be deemed to be an approval or consent or in any way relieve the D/B Company of full responsibility for the design, construction and performance of the Design/Build work. After 20 days from the date of submittal, the D/B Company shall in writing to the Construction Manager request a response to the submittal. If the County has not responded within that 30-day time period the D/B Company shall not be prohibited from submitting such design packages to the appropriate Governmental Body for review and approval. The D/B Company shall submit in writing to the Construction Manager at the 30 day point that in accordance with this protocol the submittal is deemed to have been reviewed by the County without comment and that the D/B Company is proceeding in accordance with the published schedule.

10.4 Design Progress Meetings

The Construction Manager shall have the right but not obligation to attend and participate in the D/B Company's design progress meetings. These meetings will be conducted at the D/B Company's on site construction office, or at an alternative agreed upon location. The D/B Company shall provide the Construction Manager with at least 72 hours notice of the meetings.

The D/B Company shall provide the Construction Manager with a meeting agenda no less than three (3) days prior to the meeting. Meeting minutes shall be prepared by the D/B Company in draft form within five (5) business days following each meeting for Construction Manager review and comment. The Construction Manager's comments shall be incorporated and final meeting minutes distributed by the D/B Company. The D/B Company shall also provide to the Construction Manager copies of other documentation produced as a result of the meetings.

10.5 Project Meetings and Reports

During the construction period the D/B Company shall schedule and administer periodic progress meetings and specially called progress meetings throughout the progress of the work. The D/B Company shall prepare agenda for these meetings, distribute written notice of each meeting three days in advance of the meeting date, and make physical arrangements for the meetings. The D/B Company's Project Manager shall preside at the progress meetings, record the minutes, including all significant proceedings and decisions. The D/B Company shall reproduce and distribute copies of minutes within three days after each meeting to all participants and to all parties affected by decisions made at the meeting.

Representatives of D/B Company, sub-contractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

10.5.1 Pre-construction Meeting

The Construction Manager will designate the location and schedule the kick-off meeting within 15 days after contract execution.

The following parties shall attend the meeting:

1. Public Works Representative.
2. Construction Manager.
3. D/B Company's Project Manager.
4. D/B Company's Design Team
5. Major sub-contractors.
6. Major Suppliers.
7. D/B Company's Safety Representative
8. D/B Company's QA/QC Manager.
9. Others, as appropriate.

Suggested Agenda:

1. Introduction of key players (attendees)
2. Designation of responsible personnel

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3. Steps to Issuing a Notice to Proceed
 4. Safety Issues
 5. List of major sub-contractors and suppliers.
 6. Major equipment deliveries and priorities.
 7. Project Coordination, Critical Work Sequencing.
 8. Review of Procedures for:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 - f. Adequacy of distribution of Contract Documents.
 - g. Procedures for maintaining Record Documents.
 - h. Use of premises:
 - i. Office work and storage areas.
 - j. Communication Protocol
 9. Temporary utilities.
 10. Security procedures.
 11. Quality Control/Quality Assurance.
 12. Other Issues

10.5.2 Progress Meetings

During the construction period the D/B Company shall schedule regular periodic meetings and shall hold called meetings as required by progress of the work. The meetings shall be held at the field office of the D/B Company or at other locations made available by the D/B Company in consultation with the Construction Manager.

The following parties shall attend the meetings:

1. Construction Manager.
2. D/B Company's Project Manager, QA/QC Manager, Safety Representative, etc.
3. D/B Company's Design team
4. Sub-contractor as appropriate to the agenda.
5. Suppliers as appropriate to the agenda.
6. Others as required

Suggested Agenda:

1. Review and approval of minutes of previous meeting.
2. Safety
3. Review of work progress/schedule updates since previous meeting.
4. Field observations, problems, and/or conflicts.
5. Problems which impede Construction.
6. Review of off-site fabrication, delivery schedules.
7. Corrective measures and procedures to regain projected schedule.
8. Planned progress, schedule, during succeeding work period. Look ahead Schedule
9. Review submittal schedules; expedite as required.

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10. Review proposed changes orders
 11. Unresolved Request for Information
 12. Public Complaint Resolution
 13. Quality Control/Quality Assurance.
 14. Other Issues.

APPENDIX 11

CONSTRUCTION CONTROLS AND FACILITIES

11.1 HOURS OF WORK/CONTROL OF NOISE DURING CONSTRUCTION

The D/B Company shall work between the hours of 7:00 AM and 7:00 PM, Monday through Friday (work hours) but so as to not violate Fulton County or City of Roswell Noise Ordinance. Work that must be performed outside of these work hours or an increase in work hours to comply with the project schedule before 7:00 AM or after 7:00 PM or on weekends (Saturday or Sunday) must be requested in writing from the Construction Manager. This includes delivery of material or equipment to the site outside of the normal work hours. It is the policy that when there is work in progress that a member of the Construction Management team will be present or available within short notice. If work outside of the work hours is required and either a member of the construction managers team must be present or is required for work inspection the D/B Company shall pay for those hours that the individual works.

Notwithstanding the previously set forth work hours, the D/B Company shall be on call 24 hours a day while the project is on-going with no more than a 2 hour response time. The D/B Company will have representative onsite 24 hours a day while the D/B Company is undergoing temporary activities, e.g. by-pass pumping, for the complete duration of the temporary activities.

11.2 CONSTRUCTION

In accordance with the terms and conditions of the Design/Build Contract, the Construction Manager shall review construction activities and participate in the construction decision-making process and construction progress meetings, as needed, to verify compliance with the intent of the Design/Build Contract. In addition, the Construction Manager will review the progress of construction to verify payment. The monthly design and construction program reports, together with the detailed design and construction Schedule, the schedule of values, and the draw down Schedule, as presented in Appendix 12 of the Design/Build Contract will be reviewed.

11.2.1 Construction Manager Oversight during Construction

The County, the Construction Manager shall have complete access to the site at all times, 24 hours per day, 365 days per year. It is expected that the Construction Manager will have full-time representation at the Site throughout construction, start-up, and Acceptance Testing. The Construction Manager and his designated representatives shall have the right to attend the D/B Company's construction progress meetings which shall be held at the D/B Company's on site construction office, the Big Creek WRF or another agreed upon location.

The Construction Manager may issue a Work Deficiency Notice or Notice of Field Observation in the event of unsatisfactory work or performance. The D/B Company shall implement the approved Corrective Action Plan or means acceptable to the Construction Manager to achieve compliance.

The D/B Company shall solicit the Construction Manager's input to the process on a regular basis. The D/B Company shall provide the Construction Manager with copies of documentation produced as a result of all construction progress meetings.

All personnel accessing the site shall comply with the D/B Company's reasonable operating and safety procedures and rules, and shall not interfere with the D/B Company's work. The parties agree that the County and the Construction Manager shall have immediate access to the site and D/B Work, and no Company rule or procedure shall impede, impair or delay such access.

11.3 REQUEST FOR INFORMATION (RFIs)

The D/B Company can request information to clarify any issue associated with the project. This request can be in the form of a written memo or email. The format of this request will be provided to the D/B Company at the pre-construction meeting. Verbal request for information are not allowed and will not be honored. A request for information is an official document of the project and a file of RFIs will be maintained. RFIs will be answered by the Construction Manager as rapidly as possible. All RFIs will be answered within 48 hours of receipt or the D/B Company informed of the reason that resolution was not determinable. If the answer to an RFI cannot be determined within the 48-hour time limit, the RFI will become an unresolved issue and placed on the agenda of the next Design Review Meeting or Project Progress Meeting for resolution or clarification. In the Monthly Project Design and Construction Progress Report all unanswered or unresolved RFIs must be listed.

11.4 REQUEST FOR CLARIFICATION (RFCs)

During construction, the D/B Company may request clarification on the construction plan and specifications from the D/B Designer. The format of this request will be provided by the D/B Company at the pre-construction meeting. Copies of all RFC issued by the D/B Company and responded by the Designer shall be provided to the Construction Manager within 24 hours of issuance and response.

11.5 DESIGNER'S CLARIFICATION (DCs)

The D/B Designer may issue clarification on the design associated with the project prior to construction of such work. The clarification shall not in any way change the design approved by the County or other Governmental Bodies and in terms of the requirement of the Design/Build Work. Copies of all DCs issued by the Designer shall be provided to the Construction Manager within 24 hours of issuance.

11.6 SITE CLEANLINESS

This Section covers the general cleaning which the D/B Company shall be required to perform both during Construction and before final acceptance of the Project. In general, the D/B Company shall be responsible for removal from the site, and proper disposal of all debris, material, and waste removed from the plant as part of the D/B Work.

11.6.1 Hazardous Materials and Waste

The D/B Company shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in WFPA approved landfills as applicable. The D/B Company shall prevent accumulation of wastes which create hazardous conditions. Burning or burying rubbish and waste materials on the site shall not be allowed. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

11.6.2 Disposal of Surplus Material

The D/B Company shall legally dispose of off-site all surplus materials and equipment from demolition and shall provide suitable off-site disposal.

11.6.3 Cleaning Materials And Equipment

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

11.6.4 Compatibility

Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Construction Manager.

11.6.5 Progress Cleaning

Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

11.6.5.1 Site

Daily and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage. Re-stack materials stored on site weekly. At all times maintain the site in a neat and orderly condition which meets the approval of the Construction Manager.

11.6.5.2 Structures

Weekly and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage. Weekly and more often if necessary, sweep all interior spaces clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by using a hand-held broom. As required preparatory to installation of successive materials, clean the structures or pertinent portions as recommended by the manufacturer of the successive material. Following the installation of finish floor materials, clean the finish floor daily. "Clean", for the purpose of this paragraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Engineer, may be injurious to the finish floor material. Schedule cleaning operation so that dust and other contaminants resulting from cleaning operations will not fall on wet, recently painted surfaces.

11.6.6 Final Cleaning

Unless otherwise specifically specified, "clean" for the purpose of this section shall be interpreted as the level of cleanliness generally provided by commercial building maintenance sub-contractors using commercial quality building maintenance equipment and materials. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.

11.6.6.1 Site

Unless otherwise specifically directed by the Construction Manager, hose down all paved areas on the site and all sidewalks preventing material from entering storm drains or sanitary sewer drains; rake clean other surfaces of the grounds. Completely remove all resultant debris.

11.6.6.2 Structures

Remove all traces of soil, waste material, splashed material, and other foreign matter to provide a uniform degree of exterior cleanliness. Visually inspect all exterior surfaces and remove all traces of soil, waste material, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Construction Manager may require light sandblasting or other cleaning at no additional cost to the Owner. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all paint droppings, spots, stains and dirt from finished surfaces. Clean all glass inside and outside. Polish all surfaces requiring the routine application of buffed polish. Provide and apply polish as recommended by the manufacturer of the material being polished.

11.6.7 Post-Construction Cleanup:

All evidence of temporary construction facilities. haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Construction Manager. Schedule final cleaning as approved by the Construction Manager to enable the Owner to accept the Project

11.6.8 Restoration of Landscape Damage:

Any landscape feature damaged by the D/B Company shall be restored as nearly as possible to its original condition at the D/B Company's expense. The Construction Manager will decide what method of restoration shall be used.

11.6.9 Cleaning During Owner's Occupancy

Should the Owner occupy the Work or any portion thereof prior to its completion by the D/B Company and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Construction Manager in accordance with the conditions of the contract documents.

11.7 DUST CONTROL

Limit blowing dust caused by construction by applying water or employing other appropriate means or methods to maintain dust control subject to the approval of the Construction Manager.

11.7.1 Protection of Adjacent Property

The D/B Company shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from D/B Company's operations. Protect all existing facilities (indoors and out) from damage by dust, spray or

spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.

11.8 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

11.8.1 Work Includes

The work covered includes furnishing all labor, equipment, and materials required for temporary control of construction operations.

11.8.2 D/B Company's Office

The D/B Company shall maintain an office convenient to the site of the work during the period of construction, at which Project Manager shall be while work is in progress. The size of the office shall be as required for general use and to provide space for project meetings. Furnishings shall be provided as necessary. The office shall be provided with telephone service. Copies of the Contract, Drawings and Specifications and approved shop drawings shall be kept on file at this office for reference at any time. Project Record Documents of these Specifications. Notices, instructions, orders, directions or other communications from the Construction Manager, left at this office, shall be considered as received by the D/B Company.

11.8.3 Construction Managers Field Office/Trailer

The D/B Company shall furnish, equip and maintain an adequate office space exclusively for the use of the Construction Manager and staff. The office shall be separate from the D/B Company's office and shall be at least 600 square feet of floor area, sealed from the weather, completed and ready for occupancy within 30 days following the Notice to Proceed. The office shall be erected on a location approved by the Construction Manager. The D/B Company shall arrange for the office to be cleaned at least one (1) time every week in a manner acceptable to the Construction Manager. The office shall adequately house at least three (3) Construction Management staff.

All doors and windows shall be equipped with locking devices to prevent unauthorized entry, and all keys to the door locks shall be loaned to the Construction Manager for his use during the life of the project. The office shall contain adequate heating, air conditioning, and ventilating facilities. Adequate electric lights shall be provided with a wall receptacle on each of the four walls. Functional, totally enclosed water closet and lavatory shall be provided. An individual, direct-line telephone service, fax, and High Speed DSL shall be located as directed for the exclusive use of the Construction Manager. High Speed DSL, Fax, Telephone service for all calls relation to the Work including long distance, all heat, light, water, and sanitary facilities shall be furnished and paid for by the D/B Company.

PROJECT SIGNAGE

A 24-inch by 36-inch sign shall be erected on the outside wall of the field office in a location determined by the Construction Manager. The sign shall have the Fulton County logo and be painted white with blue, 3-inch high lettering, neatly arranged as follows:

FULTON COUNTY
BIG CREEK WRF IMMEDIATE NEEDS REHABILITATION PROJECT
CONSTRUCTION MANAGEMENT FIELD OFFICE

The following office furniture and equipment shall be furnished:

<u>Quantity</u>	<u>Item</u>
3	Flat top desk, 2-1/2 x 5 feet, with drawers at each end
1	Plywood drawing table, 3 feet x 6 feet tilt top with drafting stool
6	Straight chairs
2	Four-drawer, legal size steel filing cabinet with lock and key
4	Large metal waste basket
1	Rack from which to hang drawings, including related appurtenances
1	Electric water cooler with bottle water supply and disposable drink cups
3	Bookcase with 3 shelves, 3 feet long
3	Tilt/swivel type desk chair
3	Telephone
1	18-cubic foot freezer/refrigerator
1	Microwave

On completion of the project, the field office and equipment shall be removed from the site.

The D/B Company shall erect a sign at the Project site identifying the Project. The sign shall be erected within ten (10) days after the Notice to Proceed and shall contain information in accordance with the Construction Manager's direction. The project sign and sign panel shall be furnished, erected, and maintained by the D/B Company at the location designated by the Construction Manager. Wording and colors shall be as directed by the Construction Manager. The removal of the project sign from the construction site by the D/B Company shall be at the completion of the D/B Work, when ordered by the Construction Manager.

11.8.4 Temporary Facilities

The D/B Company shall provide all temporary facilities for water, heat, electric light, and power as required for the work during the entire period of operations. D/B Company shall be responsible for payment of utilities costs for the duration of construction. The D/B Company shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion. On or before the completion of the work, the D/B Company shall remove all temporary facilities, together with all rubbish and trash, as directed by the Construction Manager.

11.8.5 Storage

The D/B Company shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the Contract.

11.8.6 Construction Utilities

The D/B Company shall pay all power company installation and use charges for the electrical energy utilized for the construction related power and light. The D/B Company shall make his own arrangements at his own expenses for obtaining the water supply necessary for construction purposes, and he shall pay for all water consumed during construction.

11.8.7 Temporary Buildings/Trailers

The D/B Company may build temporary buildings or other structures for housing personnel, tools, machinery and supplies at approved sites, and shall maintain their surroundings in a sanitary and satisfactory manner at all times. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the D/B Company.

11.8.8 Temporary Facility Removal

The D/B Company shall remove temporary facilities from the site of the work when so notified by the Construction Manager. All Temporary Facilities have to be removed from the site area for the project to be "complete". Adequate retainage will be held back after the project is "substantially complete" to insure that all temporary facilities are removed.

11.8.9 Maintenance During Construction

The D/B Company shall maintain, at his expense, the work during construction and until final acceptance of all work under the Contract. In the event the D/B Company fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the Construction Manager describing the unsatisfactory conditions, the Construction Manager may be immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the D/B Company under the Contract. As an alternative to the above specified maintenance, the cost of all of the items which are not properly maintained may be deducted at the Contract Prices from the current partial payment request even if such items have been paid for in previous estimates.

11.8.10 Traffic Controls

The D/B Company shall provide all signs, barriers, markers, and flagmen as required to maintain traffic. The D/B Company shall maintain traffic at all times, as practicable. No road shall be closed to traffic without the approval of the Construction Manager. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

11.8.11 Access Roads and Construction Entrance

Streets, road and drives used by the D/B Company for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. Any new

access road construction shall be all weather and have drainage structures placed as shown or as required.

11.8.12 Pumping

The D/B Company shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes. Pumping equipment which could disturb the public shall be operated only during a standard work day or as approved by the Construction Manager. No discharge of raw sewage will be permitted to area water courses under any circumstances.

11.8.13 Pavement Restoration

The D/B Company shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be one and one-half times the original thickness. Gravel surfacing shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.

The D/B Company shall restore concrete curbs, gutters, and walks to the size and shape as were existing. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

11.8.14 Tree and Plant Protection

The D/B Company shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site. Temporary barriers to a height of six feet shall be provided around each tree, or around each group of trees, or around plants to be protected. The D/B Company shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage. The D/B Company shall consult with the Construction Manager, and remove those roots and branches which interfere with construction. The D/B Company shall replace, or suitably repair, trees and plants designated to remain, which have been damaged or destroyed due to construction operation. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

11.8.15 Soil Erosion

The D/B Company shall be required to take the necessary steps to minimize siltation and soil erosion during construction. The D/B Company shall be required to obtain and comply with all the requirements of a **Land Disturbance Permit (LDP)**. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

11.9 JOB SITE SECURITY

11.9.1 Site Security - Pertaining to and around the D/B Work

The D/B Company shall submit a Security Plan within ten (10) days prior to the issuance of the Notice to Proceed. The D/B Company shall be responsible for all site security that encompasses that portion of the work being undertaken by the D/B Company until the D/B Work is turned over to the County. The D/B Company shall guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties, and shall provide for safe and orderly vehicular movement. The D/B Company shall also be liable for any injury to any personnel on site which caused by negligence in the performance of the D/B Work. The D/B Company shall insure that only authorized personnel have access to the site and that all personnel follow the safety requirements as outline in the Safety Manual. The D/B Company shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the D/B Work as necessary.

From sunset to sunrise, the D/B Company shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any D/B Work under construction.

The D/B Company will be held responsible for all damages to the D/B Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the D/B Company shall immediately remove the damaged portion and replace it at the D/B Company's cost and expense. The D/B Company's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.

The D/B Company shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise. Installation of lighting shall be by an approved plan submitted to the Construction Manager as part of the Security Plan required in Appendix 13.

11.9.2 Safety

The D/B Company shall maintain the safety of the site that encompasses that portion of the work being undertaken by the D/B Company at a level consistent with the Contract Standards. Without limiting the foregoing, the D/B Company shall: (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Managed Assets to, (a) all employees working at the Managed Assets and all other persons who may be involved with the operation, construction, maintenance, repair and replacement of the Managed Assets, (b) all visitors to the site, (c) all materials and equipment under the care, custody or control of the D/B Company on the Site, (d) other property constituting part of the site or D/B Work, and (e) County Property; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger

signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate a qualified and responsible employee at the site whose duty shall be the supervision of plant safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with federal, State and County officials; (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations; (6) provide for safe and orderly vehicular movements; and (7) develop and carry out a Site-specific safety program including employee training and periodic inspections. The D/B Company shall not implement safety plans, procedures, environments, devices, etc. that are less stringent or less safe than those in place or that would be less stringent than those required by the County and/or Contract Operator.

11.9.3 OSHA

The D/B Company shall make all modifications to the site and D/B Work and take all other actions which may be required in order to insure that the site and D/B Work are in compliance with the Occupational Safety and Health Act as in effect on the Contract Date at the cost and expense of the D/B Company. Any amendments to the Occupational Safety and Health Act which take effect after the Contract Date shall constitute a Change in Law.

11.10 RECORD DRAWINGS, SHOP DRAWINGS

The D/B Company shall maintain at the site and provide the Construction Manager with record design and construction documents including calculations, engineering analyses, modeling results, design reports, drawings, specifications, addenda, approved shop drawings, samples, photographs, change orders, other modifications of contract documents, test records, survey data, field orders and all other documents pertinent to the project. Record documents shall be available at the site at all times for inspection by the Construction Manager and its representatives. Drawings shall note all changes made during construction including, but not limited to:

- The Drawings shall be electronically updated with Record Drawings.
- Depth of various elements of foundation in relation to datum.
- Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
- Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
- Dimensions and details of field changes.
- Changes made by change order or field order.
- Details not on original drawings and other elements not originally specified.

Upon completion of all construction work, the D/B Company shall submit to the Construction Manager ten (10) sets of record design drawings in a format as directed and approved by the Construction Manager , including a set of design notebooks. The notebooks shall include calculations, engineering analyses, modeling results and design reports. The D/B Company shall provide a CD-ROM, in the AutoCAD Release requested by the Construction Manager, a set of design drawings and specifications for each Design/Build requirement, modified to clearly and accurately show all changes made during the construction. These drawings shall

be designated in the revision block as “construction record” drawings and shall be checked by the design engineer(s) responsible for the original design verifying that the field changes shown are accurate and consistent with the design intent. Construction record drawings shall be submitted to the Construction Manager no later than 30 days prior to final Acceptance Test.

11.11 REFERENCE STANDARDS

11.11.1 Applicability Of Standards

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.

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.

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.

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.

11.11.2 Abbreviations And Acronyms

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

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.

11.11.3 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.

11.11.4 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.

11.11.5 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.

11.12 MAINTENANCE OF OPERATIONS DURING CONSTRUCTION

11.12.1 The Requirement

The existing facility will be maintained in continuous operation by the County's Contract Operator during the entire construction period. In performing the D/B Work, the D/B Company shall plan and schedule his work so as not to impede any plant operation and in order to meet the plant's operating requirements. No spilling of raw wastewater shall be allowed. The D/B Company shall pay all civil penalties, costs assessments, etc, associated with any spill of raw wastewater caused by the D/B Work.

The D/B Company shall be responsible for coordinating the general construction and electrical, HVAC, plumbing, instrumentation and control schedules and for ensuring that permanent or temporary power is available for all existing, proposed, and temporary facilities that are required to be on line at any given time.

11.12.2 General Constraints

The D/B Company shall design and construct the D/B Work so that the facility is maintained in continuous operation with a minimum disruption. All plant operations shall be maintained in continuous operation during construction period except during approved interruptions. All short-term system or partial systems shutdowns and diversions shall be approved by the Construction Manager. Long term shutdowns and diversions shall conform to the requirements of Plant Operation and Applicable Laws and shall be minimized by the D/B Company as much as possible. If in the judgment of the Construction Manager a requested shutdown is not required for the D/B Company to perform the work, The D/B Company shall utilize approved alternative methods to accomplish the work. All shutdowns shall be coordinated with and scheduled at times suitable to the County and County Contract Operators. Shutdowns shall not begin until all required materials are on hand and ready for installation. Each shutdown period shall commence at a time approved by the Construction Manager, and the D/B Company shall proceed with the work continuously, start to finish, until all work is completed and

normal facility operation is restored. If the D/B Company completes all required work before the specified shutdown period has ended, the Construction Manager may immediately direct the Contract Operator to place the existing system back into service.

APPENDIX 12

PROJECT SCHEDULING AND PAYMENT SUBMITTALS

12.1 INTRODUCTION

This Section describes the Design/Build Scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements are:

1. To insure adequate planning and execution of the D/B Work by the D/B Company;
2. To assist the County and Construction Manager in evaluating the progress of the D/B Work;
3. To provide for optimum coordination by the D/B Company of its sub-contractors, trades, and suppliers, and of its D/B 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 D/B Work.
5. To provide for a basis of progress of work for invoicing and payment to D/B Company.

Contract Term

The D/B Contract will have a Term that is contained in Volume I, Section 2.4. This term is the maximum time that the D/B Contract is in effect and constitutes the maximum period of time during which the D/B Work can be accomplished and completed without change order. The D/B Company shall prepare their detailed Design/Build Schedule to be less than or equal to the term of the D/B Contract.

12.2 GENERAL SCHEDULING REQUIREMENTS

- A. The D/B Work of this Contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The D/B Company shall use one of the following software programs to develop its detailed Design/Build Schedule:
 1. Microsoft Project, latest version
 2. SureTrak Project Manager, latest version
 3. Primavera Project Scheduler, latest version
- B. The detailed Design/Build Schedule shall represent the D/B Company's commitment and intended plan for completion of the D/B Work in compliance with the D/B Contract completion date and interim milestone dates specified. The detailed Design/Build 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/Build Schedule shall anticipate all necessary manpower and resources to complete the D/B Work within the dates set forth.
- C. Once approved by the Construction Manager, the detailed Design/Build Schedule will become the Baseline Schedule and Schedule of Record for coordinating the D/B Work, scheduling the D/B Work, monitoring the D/B Work, reviewing the progress

payment requests, evaluating time extension requests, and all other objectives listed above.

- D. The D/B Company is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The detailed Design/Build Schedule shall represent the D/B Company's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The D/B Company shall ensure that Detailed Design/Build 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 D/B Work of the D/B Company, the D/B Company shall coordinate its activities with the activities of the separate contractors, and the Detailed Design/Build Schedule shall take into account and reflect such work by others.
- F. The D/B Company 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 Design/Build Schedule for the D/B Work. The D/B Company shall notify the Construction Manager in writing, and in a timely and reasonable manner, whenever the D/B Company determines or anticipates that the delivery date of any material or equipment to be furnished by the D/B Company will be later than the delivery date indicated by the currently approved Design/Build Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

12.3 DETAILED DESIGN/BUILD SCHEDULE

- A. Initial D/B Schedule was submitted with the successful D/B Company's proposal in response to the D/B RFP. Within 14 days after the Notice to Proceed, the D/B Company shall submit a detailed Design/Build Schedule according to the requirements. The Construction Manager will review the Design/Build Schedule and will return the reviewed copy within the time-period specified for submittals. If required, the D/B Company shall resubmit schedule to the Construction Manager making any required revisions within ten (10) days following the return date, and then again similarly for all such partial approvals and the final approval.
- B. The detailed Design/Build Schedule shall consist of a time-scaled, detailed network graphic representation of all activities that are part of the D/B Company's construction plan and an accompanying listing of activity's dependencies and interrelationships. The detailed Design/Build Schedule submission shall include, but not be limited to, the following information:
 - 1. Project name
 - 2. The D/B Work shall be divided into logical and identifiable subdivisions called activities. All activities will be assigned to a Milestone. The total cost of

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- the all the work represented by all the Milestones shall equal the Fixed Design/Build Price. Work shall be further subdivided into Activities as defined below. Activities cost will be subtotaled to a Milestones cost, with the total cost of all the activities under a specific Milestone being equal or less than the value as indicated on PPF2.
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 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. The Design/Build schedule shall indicate the Critical Path for the D/B Work. This can be accomplished on the Design/Build schedule, on a separate schedule.
 5. Outage schedules for existing utility services, if any, that will be interrupted during the performance of the Work
 6. Acquisition and installation of equipment and materials supplied and/or installed by the County or separate contractors
 7. All start dates, milestones, float and completion dates
 8. 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 elsewhere in the Contract Documents.
 9. A tabular report listing all predecessor and successor activities for each activity
 10. A legible time scaled network diagram
 11. A listing of the project calendar, indicating the anticipated days of work performance
 12. A CD-ROM in a form and format acceptable to the Construction Manager, of the detailed Design/Build Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule; or a legible spreadsheet report with activity number, description, duration and successor activities.
- C. All Milestones and Activities are to appear on the detailed Design/Build Schedule shall include, but not be limited to, preliminary construction activities, pre-construction meetings, site work, 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 decision points that impact the Work.

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- 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 Design/Build 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 D/B Company shall submit, as a part of the data submitted to the Construction Manager, a narrative report indicating the anticipated allocation by the D/B Company 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. (see work hours)
- G The Construction Manager shall have the right to require the D/B Company to modify any portion of the D/B Company's Detailed Design/Build Schedule, or Recovery Schedule, including cost loading with the D/B Company bearing the expense thereof, which the Construction Manager reasonably determines to be:
1. Impractical;
 2. Based upon erroneous calculations or estimates;
 3. Unreasonable;
 4. Not in compliance with other provisions of the Contract Documents;
 5. Required in order to ensure proper coordination by the D/B Company of the D/B Work of its sub-contractors and with the work or services being provided by any separate contractor;
 6. Necessary to avoid undue interference with the County's operations or those of any utility companies or adjoining property owners;
 7. Necessary to ensure completion of the D/B Work by the milestone and completion dates set forth in the Contract Documents;
 8. Required in order for the D/B Company to comply with the requirements of this Appendix or any other requirements of the Contract Documents; or
 9. Not in accordance with the D/B Company's actual operations.

12.4 BASELINE SCHEDULE

- A. Upon final approval, the detailed Design/Build Schedule shall be used as a Baseline Schedule. The Baseline Schedule will be change only under the following circumstances after review and approval of the Construction Manager.
1. An approved Change Order to the D/B Work, which constitutes an adjustment to the original scope of work and requires additional time to complete. The baseline schedule will be change to reflect the additional time of the change order.
 2. Unavoidable delays, not the fault of the D/B Company, contained in a time-only approved Change Order. The baseline schedule will have the additional time added to the schedule.
 3. A Change Order approved by the County that has an additional time extension.
 4. A request by the D/B Company for a revision to the Detailed Design/Build Schedule that does not extend the Acceptance Date beyond the term of the Contract.
- B. It should be noted that delays attributed to the D/B Company or failure of the D/B Company to make major milestones that require a subsequent recovery schedule does not change the baseline (original) schedule. Recovery schedules, when required, will be used until the project regains the baseline schedule or until the D/B Work is complete, the term of the contract reached or the contract terminated. The baseline schedule remains the baseline unless changed by an approved change order or is revised and equals the term of the contract.

12.5 SCHEDULE OF VALUES

As part of the submission of the detailed Design/Build Schedule, the D/B Company shall submit a breakdown of the expected value of each of the schedule activities for which payment will be requested. Activities shall roll-up into Milestones. The Milestones shall be the same as the items listed in the Cost Proposal Summary and other activities as necessary in the D/B Company's proposal in response to the D/B RFP. The total cost for all Milestones is to be equal to the Fixed Design/build Price. The cost breakdown of the detailed Design/Build Schedule shall have a direct correlation to the Schedule of Values to be used as the basis for Applications for Payment.

12.6 UPDATING OF DESIGN/BUILD SCHEDULE--DESIGN AND CONSTRUCTION PROGRESS REPORTS

- A. As detailed in appendix 10, the D/B Company shall submit for the monthly progress report and for all payment requests an update of the D/B Schedule. The Construction Manager will review the D/B Schedule contained in the Design and Construction Progress Report or payment request to determine the D/B Company's actual progress. Prepared by the D/B Company, said schedule updates shall set forth current and accurate progress data and shall be based upon the D/B Company's best judgment. Said schedule updates shall be prepared by the D/B Company in consultation with all principal sub-contractor and suppliers.

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- B. The updated Schedule 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. The Construction Manager will produce a computerized update worksheet for the D/B Company to complete as a part of this process.
- C. At the monthly progress meeting held in accordance with Appendix 10, a total review of the Project will take place including but not limited to, the following:
1. Current update of the Detailed Design/Build Schedule
 2. Anticipated detailed construction activities for the subsequent report period
 3. Critical items pending
 4. D/B Company's requested changes to the detailed Design/Build Schedule. These changes shall be accompanied by a change order to the scope of work and term or a change order to the term only.
- D. The D/B Company 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 D/B 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 D/B Company supplied materials and equipment, indicating current availability and anticipated job site delivery dates
 6. Anticipated changes or additions to D/B Company's supervisory personnel.
- E. As part of the updating process, the Construction Manager will calculate, based upon progress data provided by the D/B Company 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 D/B Company, provided that the D/B Company has complied with all requirements of the Contract Documents.

12.7 RECOVERY SCHEDULE

- A. Should the updated detailed Design/Build Schedule, at any time during the D/B Company's performance, show, in the sole opinion of the Construction Manager, that the D/B Company is fourteen (14) or more days behind schedule for any milestone or completion date for any location or category of work, the D/B Company, at the request of the Construction Manager, shall prepare a Recovery Schedule within 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 D/B Company intends to reschedule its D/B Work in order to regain compliance with the detailed Design/Build Schedule.
- B. The D/B Company in preparing a recover schedule shall prepare and submit to the Construction Manager a Recovery Schedule, incorporating the best available information from sub-contractors and others that will permit a return to the Detailed Construction (baseline) Schedule at the earliest possible time. The D/B Company shall prepare a Recovery Schedule to the same level of detail as the detailed Design/Build Schedule. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
- C. Within two (2) days after submission of the Recovery Schedule to the Construction Manager, the D/B Company and any of the necessary sub-contractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Construction Manager to review and evaluate the Recovery Schedule. Each of the participants will give a written commitment to comply with the Recovery Schedule. Within two (2) days of the conference, the D/B Company shall submit the revisions necessitated by the review for the Construction Manager's review and approval. The D/B Company shall use the approved Recovery Schedule as its plan for returning to the detailed Design/Build Schedule.
- D. The D/B Company 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 D/B Company as follows:
1. If the Construction Manager determines the D/B Company continues behind schedule, the Construction Manager will direct the D/B Company to prepare a Schedule Revision. If the submitted Schedule Revisions will exceed the term of the D/B Contract then the D/B Company must also submit and change order request. This change order request will be for the amount of time the project has been delayed. All conditions affecting the requested change order and liquidated damages or construction claims that might arise from the delay, or from the change order must be included in the Change Order request.
 2. If the Construction Manager determines the D/B Company has successfully complied with provisions of the Recovery Schedule, the Construction Manager will direct the D/B Company to return to the use of the approved detailed Design/Build Schedule.

12.8 SCHEDULE REVISIONS

- A. If the D/B Company cannot recover the detailed Design/Build Schedule via the Recovery Schedule then the D/B Company must prepare a Schedule Revision and if this revision extends the detailed Design/Build Schedule beyond the term of the D/B contract, a request for a Change Order must be submitted. If the Schedule does not exceed the term of the contract the Construction Manager can approve the revision that now becomes the new Detailed Design/Build Schedule and Baseline. If the Term of the Contract is exceeded then a Change Order request must be submitted and the schedule revision with reasons for the delay. If the delay is the fault of the D/B Company then only the detailed Design/Build Schedule is revised with the Baseline remaining unchanged. If the delay is County's fault or request or an uncontrollable circumstance then the detailed Design/Build Schedule and baseline will be revised following approval of the Change Order. Change Orders within Fulton County can take several months. The requests for a Change Order must be well thought out and analyzed to insure that all delays are requested and documented.
- B. Requests for revision will be accompanied by evidence acceptable to the Construction Manager that the D/B Company's suppliers, and sub-contractor are in agreement with the proposed revisions. 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 D/B Company and all separate contractors on the Project.

12.9 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 Design/Build Schedule. Float or slack time shown on the currently approved Design/Build Schedule is not for exclusive use or benefit of either the County or the D/B Company 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 D/B Company specifically agrees that the County or Construction Manager in conjunction with their review activities or to resolve Project problems may use float time. The D/B Company 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 Design/Build Schedule.

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- B. Float time shown on any Design/Build Schedule shall not be used arbitrarily by the D/B Company 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

12.10 PAYMENT

- A. The invoicing process is defined in Section 6.6 of the D/B Contract and nothing in this Appendix is meant to be in conflict with the D/B Contract. Any inconsistencies between this appendix and the D/B Contract, the D/B Contract shall prevail.
- B. There shall be no payment to the D/B Company prior to the Design/Build Date.** All monthly payments invoiced by the D/B Company to the County shall be based on Completion of the Design/Build Work in accordance with the cost Loaded Design and Design/Build Schedule and Schedule of Values.
- C. For a payment submittal to be accepted by the Construction Manager all the conditions as defined in Section 6.6 of the D/B Contract must be met by the D/B Company. Failure to meet these requirements constitutes not-submittal of the payment request.
- D. With each payment submittal the D/B Company must include:
 - 1. A reasonably detailed description of all D/B Work actually completed during the period of the payment submittal
 - 2. An invoices for equipment installed or stored onsite
 - 3. An up-to-date and annotated Design/Build Schedule which shall reflect the status of the D/B Company's design and Design/Build Schedule since the date of the last payment submittal
 - 4. An up-to-date and annotated Schedule of Values indicating the percentage of Work completed by activity and milestone for the project.
 - 5. Revisions to the critical path schedule which shall reflect changes in the critical path schedule since the date of the last payment submittal.
 - 6. Notice of any liens or "Encumbrances which have been filed, together with evidence that the D/B Company has boned or discharged such liens or encumbrances
 - 7. A complete and filled-out Exhibit G, Technical Proposal Form 8
 - 8. Construction Progress Photos as required by Appendix 10
 - 9. Any other documents or information relating to the Design/Build Work or this Design/Build Contract requested by the Construction Manager as my be required by Applicable Law or this Design/Build Contract
- E. Schedule of Values Utilization
 - 1. Applications for Payment: The Schedule of Values, that is acceptable to the County, shall be the basis for the D/B Company's applications for payment.
 - 2. Changes to the Schedule of Values: The County shall have the right to require the D/B Company to alter the value or add/delete categories listed on

the Schedule of Values at any time for the following reasons:

- a) The Schedule of Values appears to be incorrect or unbalanced.
 - b) A revision to the segregation of values is required due to the D/B Company revising the sequence of construction or assembly of building components, which in turn invalidates the Schedule of Values.
 - c) Change Orders are issued to the D/B Company and require incorporation into the Schedule of Values.
3. Stored Materials: The D/B Company 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 County reserves the right to not process the application for payment if this correlation has not been submitted in conjunction with the application for payment.

12.11 RETAINAGE

To the extent allowed by law, the County shall withhold a retainage amount of each monthly payment otherwise due and payable to the D/B Company in the amount of 10 percent. Such holdbacks shall continue until the D/B Company satisfactorily completes 50 percent of the value of the Design/Build Work performed is satisfactory to the County, at which time further payments will not be subject to retainer holdbacks. The County may, however, withhold additional retainage after 50 percent of the work is complete pursuant to the Design/Build Contract. The retained amount shall be released upon Acceptance except for amounts equal to 200 percent of the value of any outstanding Design/Build Work.

12.12 FINAL PAYMENT/CLOSE-OUT OF PROJECT

Following acceptance and the project milestone “**Complete**” has been achieved the project must be closed-out for the D/B Company to receive the Final Payment. The D/B Company shall provide as part of the project submittals the following documents which are also provided in Appendix 13:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid otherwise satisfied; each subcontractor must also provide an affidavit.
- b. The surety’s consent to final payment
- c. Certificate of Occupancy for all facilities constructed as part of the Design/Build Work
- d. Contractor Statement of Completion of all Work
- e. A Final Exhibit G – Prime Contractor and Sub-contractor Utilization Report (TPP8)
- f. Notification of Warranty Period for all major pieces of equipment
- g. Transmittals signed by Construction Manager for all deliverables
- h. A final invoice for the D/B Work
- i. Other documents requested by the Construction Manager as deemed required for final payment.

PROJECT PLANS & MANUALS--OTHER PROJECT DELIVERABLES**13.1 General Requirements**

The D/B Company shall be required to prepare several comprehensive Project Plans and Manuals, which satisfy the County's objectives for Plant performance. Cost of completion of the work required for Appendix 13 shall be included in the Fixed Design/Build Price. The D/B Company shall develop each of the required plans in sufficient detail to cover activities during the construction, start-up and transition periods with the understanding that the contract operator will further develop each of the plans as necessary after the D/B Company's responsibilities end.

Additionally, other Project Deliverables are required. These deliverables are also defined in this appendix.

The D/B Company shall develop the following plans:

Construction Control Plans—these plans are due to the Construction Manager 10 days prior to a scheduled Notice to Proceed - Construction date and must be approved by the Construction Manager to achieve NTP- Construction.

- Quality Controls/Quality Assurance
- Corrective Action
- Project Safety and Health Program
- Security Plan
- Emergency Response Plan

Operational Plans/Manuals—these plans/manuals are due in accordance with this Appendix and the D/B Contract

- Equipment and Start-Up Testing Plan
- Acceptance Testing Plan
- Training Plan
- Operations and Maintenance Manuals

13.1.1 Format for all Plans/Manuals

All plans and manuals required by this appendix shall be submitted on 8 ½ by 11 white paper in three ring binders. Six copies of draft plans and manuals shall be provided, 6 copies of final plans and manuals shall be provided. All documents (draft or final) shall also be provided in electronic form on CD-ROM in Microsoft Office format and PDF format. All plans and manuals shall be linked to the O&M Manual and text searchable. The Construction Manager must approve any exception to the format requirement.

13.2 Plans/Manuals

The D/B Company shall submit the following specific Plans of Actions to the Construction Manager.

13.2.1 Quality Assurance /Quality Control Plan

The Quality Assurance/Quality Control Plan is required to be submitted and approved prior to Notice to Proceed.

The D/B Company is responsible for providing a Quality Assurance/Quality Control Plan (QA/QC Plan) as a part of meeting the contract requirements. The QA/QC Plan shall establish a protocol to be used to maintain an effective construction quality control system. The QA/QC Plan shall identify the personnel, their qualifications; inspection procedures, sampling and test procedures, frequency and number of tests, laboratory and field test standards, and materials requiring testing that will be used to ensure a final product that complies with the approved design and specifications. The QA/QC Plan shall address all construction and manufacturing operations, both on-Site and off-Site, and shall be keyed to the proposed construction sequence. The QA/QC Plan shall be submitted for review and the D/B Company shall modify the QA/QC Plan as necessary to address the comments and requests of the Construction Manager. The Construction Manager will provide comments on the QA/QC Plan to the D/B Company within 30 days. At the discretion of the Construction Manager, subsequent updates to the QA/QC Plan may be required to meet the needs of the Project. The Construction Manager shall be notified of the testing schedule in advance of all testing and reserves the right to attend and request shop testing and/or other tests related to the construction elements.

The D/B Company shall further be responsible for certifying that all design submittals are in compliance with Appendix 10 and the Design/Build Contract, and that the completed Design/Build Project has been constructed in accordance with the approved design submittals.

13.2.2 Corrective Action Plan

The Corrective Action Plan is required to be submitted and approved prior to Notice to Proceed.

The D/B Company is required to submit a Corrective Action Plan, which will provide guidelines for the adjustment, rectification, or improvement of work or work progress that may be deemed unsatisfactory by the Construction Manager. This plan shall contain the forms and/or logs that will be used to document such work, the status of work, and course of action taken. Each instance of unsatisfactory work will then require the following of this plan as a guideline for corrective action.

13.2.3 Project Safety and Health Program

The Project Safety and Health Program is required in accordance with Appendix 9B to be submitted and approved by the Construction Manager prior to Notice to Proceed.

The D/B Company shall provide for and maintain the security and safety of all individuals near or on-Site during the Construction Period. The D/B Company shall develop and submit to the Construction Manager for review a Project Safety and Health Program designed to minimize the likelihood of construction related accidents and

provide all safety measures required by Applicable Law in accordance with Appendix 9B.

13.2.4 Security Plan

The D/B Company shall prepare and secure approval of a Security Plan prior to Notice to Proceed. The plan shall describe the responsibilities for maintaining the security and safety of all equipment and structures that encompasses that portion of the work being undertaken by the D/B Company. Any and all persons entering the facilities shall be identified and provide appropriate documentation of authorization to have access to the facilities. A log of any and all persons accessing the facilities shall be kept.

The Security Plan shall address the following minimum physical security requirements:

- The structural integrity of the fences shall be maintained and kept in neat order.
- Gates access points, and doors to the facilities and structures in the facilities shall be kept locked.
- Entrance to such facilities and structures shall be protected against unauthorized entry.
- Etc.

All security issues are to be coordinated and approved by the Construction Manager.

13.2.5 Emergency Response Plan

The D/B Company shall prepare and submit an Emergency Response Plan. The initial submittal of this plan shall cover the construction period and potential emergencies that could arise during this period. This plan shall supplement the Safety and Health Plans and the Security Plan with specific actions. The Emergency Response Plan shall be updated and resubmitted to include those emergencies related to BCWRF operations. The plan shall serve as a guide to the D/B Company and the County in responding to emergency situations. The goal shall be to tabulate procedures and information needed to ensure prompt and reasonable response to all customer problems and emergencies pertaining to the facilities.

Standard operating procedures, including on-call backup capability to be utilized during an emergency event shall be developed by the D/B Company. At a minimum, the emergency operations procedures shall address:

- Chemical spills
- Personal emergencies
- Fires and explosions
- Pipe, valve or pump failure
- Equipment and process failure
- Power failure
- Acts of God (i.e., hurricane, wind storms and floods)
- Wastewater bypass discharges
- Emergency telephone numbers

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- Emergency equipment inventory
 - Homeland Security Procedure Implementation
 - Records preservation
 - Coordinating instructions with public safety agencies
 - Consent Agreement(s) operational requirements.

13.2.6 Equipment and Start-Up Testing Plan

The Equipment and Start-Up Testing Plan shall be submitted to the Construction Manager for review and concurrence in accordance with Appendix 14 two weeks prior to the first equipment and Start-up testing event.

The Equipment and Start-up Testing Plan must address the personnel, resources and precautions required to accomplish the start-up and testing of the equipment. Additionally it shall address all issues in accordance with Appendix 14.

13.7.7 Transition Plan (Not Used)

13.7.8 Acceptance Test Plans

The D/B Company shall develop and submit an Acceptance Test Plan for the D/B Work. The Acceptance Test Plan must satisfy the requirements of Appendices 2, 5, 14, and 15. The Acceptance Test Plan shall be approved by the Construction Manager prior to the conduct of the Acceptance Test.

13.2.9 Staffing Plan (Not Used)

13.2.10 Training Plan/Training Program

The D/B Company shall submit an Operator Training Plan (Training Plan). The Training Plan shall clearly define the classroom and hands-on training curriculum for the County's Contract Operators. A training schedule shall be submitted in the Training Plan.

The D/B Company shall provide a training program for the Contract Operators. Such training shall include, but not be limited to, modern wastewater process control for all newly installed unit processes, equipment operations, repair, and maintenance, sampling and analytical procedures, regulatory requirements, supervisory skills, and safety and occupational health procedures.

The D/B Company will provide initial facility specific training opportunities for the operations contractor employees during the transition phase. These training activities must be coordinated such that hands on training can be provided by the equipment manufacturers. These training opportunities must be offered on a minimum of two separate occasions to allow some flexibility for coordination with the start-up schedule and schedule of the contract operator personnel. The D/B Company shall provide documentation of all training completed during start-up and transition phases to the participants. Video taping will be provided for all vendor training.

13.2.11 Operations and Maintenance Manual

The D/B Company shall prepare and submit an Operations and Maintenance Manual (O&M Manual) The O&M Manual shall specify all maintenance and testing to be conducted specific to and inclusive of all facilities and equipment that are part of the D/B Work. The O&M Plan shall be incorporated into a comprehensive manual organized into separate sections addressing each of the unit processes involved, the overall facilities operation and control, auxiliary facilities equipment, and grounds and building maintenance.

The O&M Manual for the BCWRF shall be developed in a manner that is fully consistent with the Design/Build Contract. The D/B Company shall submit a Draft O&M Manual 45 days prior to the anticipated date for the beginning of Acceptance Testing. The Construction Manager will review the draft O&M Manual and return comments and corrections within 30 days. D/B Company's exceptions to the comments and corrections must be resolved prior to the start of Acceptance Testing. The D/B Company shall submit a final version of the O&M Plan incorporating any requested changes, comments and lessons learned during Acceptance Testing prior to the County Assumption of Operational Responsibility.

The O& M manuals shall be in an electronic format compatible for use with the County's IAS network. At a minimum, the O&M manuals shall include the following:

- Routine maintenance schedule for all major systems and schedule of expected shutdowns;
- Equipment manufacturers/suppliers operation and maintenance manuals in electronic form;
- Forms and checklists to be used to monitor equipment, execute all operations and track predictive, preventative, and corrective maintenance;
- Any and all addenda or updates for Design/Build Work efforts;
- Operator logs to be used to monitor the equipment/processes; and
- Pictures of equipment and structures.

Each separate unit process shall have a designated process description section in the manuals and shall include a detailed written explanation of the following (as applicable):

- The process including its key components;
- The function of the equipment/process installed, including its purpose and normal operating parameters;
- Equipment summary, including nameplate data, supplier/local representative, and manufacturer;
- Description of instrumentation and control systems, including alarm conditions and responses;
- Description of normal operations, including: startup and shutdown, adjustment of variable functions and settings, interface with other equipment/processes, routine monitoring checklists, normal operating parameters, and record keeping forms;

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- Description of alternate and emergency operations modes;
 - Maintenance, including predictive, preventative and corrective maintenance for process functions, mechanical functions, electrical functions, instrumentation and control functions, and structural maintenance.
 - Troubleshooting malfunctions of any of the equipment/processes.

13.3 OTHER DELIVERABLES & NON-PERIODIC REPORTS

13.3.1 Record Drawings

After Substantial Completion the D/B Company shall deliver to the Construction Manager sets of Record Drawings in accordance with the requirements of Appendix 11 prior to, or with the final invoice. The final invoice will not be paid until the Record Drawings are reviewed and accepted by the County. The Record Drawings shall also be delivered to the Construction Manager in electronic format on a CD-ROM.

13.3.2 Asset Management Data

As part of the CMMS implementation the D/B Company shall provide to the County Asset Management Data on all major components that were installed during the D/B Work. This data shall be in electronic form, a Microsoft Access Database and also two printed copies of database tables. The database shall contain as a minimum the following data fields: acquisition date, acquisition cost, name plate data, expected life, location and fields for maintenance cost.

13.3.3 Equipment and Start-Up Test Report

Following individual equipment and process start-up and prior to acceptance testing the D/B Company shall submit a report to the Construction Manager as to the results of the equipment and process start-up.

13.3.4 Acceptance Testing Report

At least 90 days prior to the Scheduled Acceptance Date, the D/B Company shall submit to the County a detailed Acceptance Testing Plan. The results of Acceptance Testing shall be submitted to the Construction Manager in an Acceptance Testing Report prior to the Final Payment. The report will be reviewed by the Construction Manager and returned with comments within 30 days. The D/B Company shall make all changes associated with the Construction Manager's comments and submit a Final Report.

13.3.5 Close-Out Deliverables

Per the D/B Contract the following documentation is required to process the final Pay application:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid otherwise satisfied; each subcontractor must also provide an affidavit.
- b. The surety's consent to final payment
- c. Certificate of Occupancy for all facilities constructed as part of the

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- Design/Build Work
- d. Contractor Statement of Completion of all Work
 - e. A Final Exhibit G – Prime Contractor and Sub-contractor Utilization Report (TPP8)
 - f. Notification of Warranty Period for all major pieces of equipment
 - g. Transmittals signed by Construction Manager for all deliverables
 - h. A final invoice for the D/B Work
 - i. Approved Records Drawings.
 - j. Equipment invoices.

APPENDIX 14 EQUIPMENT AND START-UP TESTING

14.1 General

The purpose of Equipment and Start-Up Testing is to confirm, prior to Acceptance Testing that the D/B Work equipment meets the Minimum Technical Requirements set forth in Appendices 2, 5, 14, and 15. Due to hydraulics or other constraints, all the Equipment and Start-Up Tests outlined in this Appendix may not be feasible prior to Acceptance Testing. If needed, design rated flow capacities can be simulated by operating individual units or parts of the Plant. Equipment and Start-Up Testing shall be performed by the D/B Company pursuant to the provisions described in this Appendix and the Design/Build Contract. Testing is to be done so that plant operations will not be disrupted and to ensure the plan meets the NPDES Permit. The County reserves the right to require the D/B Company to perform an Equipment or Start-Up Test of any individual process or any combination of related processes during the Acceptance Test should loading conditions not be available.

The D/B Company shall prepare an Equipment and Start-up Testing Plan prior to testing any equipment. The plan shall be submitted a minimum of 90 days prior to the anticipated test starting date and must be approved by the Construction Manager. The plan shall outline all resources required including, but not limited to: key personnel, power, water, length of time required, lab tests, and chemicals required for a complete test. The plan shall discuss possible impacts the tests could have on plant operation and/or NPDES Permit compliance. All test results shall be recorded and included in the final Equipment and Start-Up Test Report described in section 14.6 of this Appendix.

All labor, materials, equipment, chemicals, fuels, sampling, laboratory testing, and other services required to perform the Equipment and Start-Up Test shall be supplied by the D/B Company at no additional cost to the County. During the test, the D/B Company will operate and maintain all systems under normal operating conditions, including, but not limited to, routine equipment operation, maintenance services, chemicals, and electric usage. Under no circumstances shall the equipment be operated under conditions that are more severe than the maximum allowable operating conditions for which the equipment was designed.

The equipment will be deemed to have passed the Equipment and Start-Up Test if the performance standards established in this Appendix and in Appendices 2 and 5 are satisfied. At a minimum, testing shall be performed on the systems listed in Section 14.6.

14.2 Definitions

These checkouts and tests are further described in section 14.6.

14.2.1 Pre-Operational Checkout (Step 1)

Is defined as the documented physical checks (tests) that must occur to insure that an item of equipment or equipment system is ready for functional testing. Example components of pre-operational checkouts include but are not limited to the following:

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- Pressure and/or leakage tests, water-tightness of concrete structures, and pipe testing. Electrical testing, resistance testing in accordance with NETA - Section 16.
 - Phase/motor rotation checks.
 - Instrument calibration and loop tests.
 - Pre-operational checkout of instrumentation system controls.
 - Pre-operational checkout of mechanical equipment to include alignment, lubrication, torque, limit switches, and other checks as recommended by the manufacturer.

14.2.2 Functional Testing (Step 2)

Is defined as the testing of the individual items of equipment within a system under simulated conditions to determine contract compliance. This is done utilizing plant effluent, potable water, or another acceptable (approved in advance) substitute test media. The equipment will be operated long enough to gather information (data) on noise, temperature, vibration, performance characteristics, and to make initial adjustments of any applicable controls. Initial baseline data will be gathered on equipment with motors greater than one horsepower including amperage, bearing temperatures, and vibration.

The instrumentation and control field testing (loop checks from the field devices to PLC or distributed control systems as well as field calibrations) will be accomplished during the pre-operational checkout and functional testing stages as defined above.

14.2.3 Start-up Testing (Step 3)

Is defined as the testing of all components within a system collectively to insure that the system and all of its integral components function as intended. Water and/or other temporary media supplied by the D/B Company will be circulated through the completed facility/system prior to testing.

14.2.4 Acceptance Testing (Step 4)

Is defined as the start-up and operation of all the systems installed, under actual operating conditions, as part of the actual plant process. The acceptance test period is 30 days and is performed according to Appendix 15.

14.3 Start-Up Program Implementation

14.3.1 Start-Up Meetings

The D/B Company shall schedule and conduct regular periodic start-up meetings (separate from regular progress meetings). The start-up meetings will be held at least every 10 days (once start-up planning commences) and may be scheduled at a more frequent interval by the Construction Manager if necessary. Start-up meetings shall be held at the BCWRF. At a minimum, the start-up meetings shall be attended by the Construction Manager, D/B Company, and Sub-Companies as appropriate to the agenda, suppliers, manufacturers, and tradesman.

The meeting agenda shall generally include review and approval of minutes of previous meeting, review of start-up progress since the previous meeting, field observations, problems, and conflicts, problems which impede start-up schedule, delivery schedules, corrective measures and procedures to regain the start-up schedule, revisions to start-up schedule, progress and schedule of the preceding work period, coordination of schedules, review of start-up submittal schedules and status, status of start-up related requests for information, and any other business deemed appropriate.

14.3.2 Start-up and Testing Schedule

The D/B Company shall produce an overall testing schedule setting forth the sequence contemplated for performing the test work. The schedule shall be in bar chart form, plotted against calendar time, shall detail the equipment and systems to be tested, and shall be coordinated with the construction schedule. The testing schedule shall show the contemplated start date, duration of the test and completion of each test. The preliminary test schedule shall be submitted with the overall Equipment and Start-up Test Plan. The Construction Manager will not witness any testing work until the D/B Company has submitted a schedule to which the Construction Manager takes no exception. The test schedule shall be updated weekly, and presented at each start-up meeting, showing actual dates of test work, indicating systems and Equipment and Start-Up Testing completed satisfactorily and meeting the requirements of the Contract Standards, and also re-forecast the upcoming testing and reflect any schedule adjustments accompanied by written reason for the change. The D/B Company's baseline start-up and testing schedule is to be submitted with the overall test plan.

14.3.3 Documentation

The D/B Company shall develop a record-keeping system to document all activities associated with Equipment and Start-up Testing and its prerequisites. Equipment and system documentation shall include date of test, equipment number or system name, nature of test, test objectives, test results, test instruments employed for the test and signature spaces for witness by the Construction Manager, the D/B Company's Start-Up Engineer, and the equipment manufacturer. At a minimum, the D/B Company shall utilize the attached forms to document such tests. A separate file shall be established for each system, organized by start-up phase (i.e., pre-operational, functional, start-up, and acceptance test phase) and will include sections for each item of equipment. These files shall include the following information and documentation as a minimum.

14.4 Test Plan Organization

The Test Plan shall be organized as follows:

1. Index
2. Overall Schedule
3. Each type of equipment will have its own section within the system and include the following:

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- The detailed pre-operational test procedures.
 - The detailed functional test procedures.
 - Customized mechanical, electrical, and instrumentation pre-operational and functional test forms as applicable.
 - Other pre-operational test documentation as required for piping and mechanical equipment.
4. A separate section will be created each for the system start-up testing, and acceptance testing and include the following, as applicable:
- The detailed start-up test procedure.
 - A detailed start-up system check/sign-off sheet (based on system tests, control checks, and interlock checks to be performed).
 - System start-up test completion sign-off form.
 - Detailed work plans
 - Communications plan
 - Contingencies, as well as other requirements outlined under tie-ins and modifications to existing systems
 - The acceptance testing schedule shall reflect a 30-day test overview period and proposed spreadsheet forms to be utilized by the D/B Company's operations staff to record appropriate operational and performance data on a regular interval for the 30 days.

14.5 Specific Start-Up Testing Requirements

The D/B Company shall provide, at no expense to the County, all power, fuel, compressed air, supplies, water, and chemicals; as well as all labor, temporary piping, heating, ventilating, and air conditioning for any areas where the proposed facilities are not complete but operable at the time of Equipment and Start-up Testing and its prerequisites. The D/B Company shall provide all other items and work required to complete Acceptance Testing and its prerequisites as outlined in Appendix 15. Temporary facilities shall be maintained until permanent systems are in service.

The D/B Company shall also provide all necessary qualified operations personnel and manufacturer's field service personnel of the major equipment suppliers on an eight hour per day basis at the facilities and on a 24 hour per day basis locally during the Equipment and Start-Up Test period as necessary. As part of the equipment start-up and acceptance testing plan the D/B Company shall submit detailed work plans, communications plan, contingencies plan, and other requirements as the Construction Manager may request.

14.5.1 Start-up Staffing

The start-up efforts shall be staffed as described in the following sections unless otherwise approved by the Construction Manager in advance.

14.5.2 Start-up Engineer

The D/B Company shall appoint an operations engineer or equally qualified operations specialist to manage, coordinate, and supervise all aspects of the D/B Company's Start-

Up and Testing Program including, but not limited to those components of the program as listed within this appendix. The designated representative shall have at least five (5) years of total experience, or experience on at least five separate projects, in managing the start-up commissioning of mechanical, electrical, instrumentation, and piping systems.

14.5.3 D/B Company's Testing Team

The D/B Company's Testing Team shall include, at a minimum, staffing utilizing a like number of personnel anticipated to operate the facility complete with certifications and licenses as required by law, a qualified Mechanical/Equipment Foreman, a qualified Electrical Journeyman, and a qualified Instrument Technician.

The D/B Company is responsible to have the appropriate personnel, procedures, and test forms at the test site when performing a scheduled checkout/testing activity that is to be witnessed by the Construction Manager. At a minimum, the forms in Attachment 14A shall be utilized for this purpose and include with the final written Test Report described in this Appendix.

14.5.4 Testing Equipment

All test equipment (gauges, meters, thermometers, analysis instruments, and other equipment) used for calibrating or verifying the performance of equipment installed under this contract shall be calibrated to within plus or minus two (2) percent of actual value at full scale. Pressure gauges shall be calibrated in accordance with ANSI/ASME B40.1. Thermometers shall be calibrated in accordance with ASTM E77 and shall be furnished with a certified calibration curve.

Test instruments shall be calibrated to references traceable to the National Institute of Standards and Technology and shall have a current sticker showing date of calibration, deviation from standard, name of calibration laboratory and technician, and date recalibration is required.

Calibration equipment/test instruments utilized for Start-Up and Equipment Testing shall be documented to include identification (by make, manufacturer, model, and serial number) of the test equipment, date of original calibration, subsequent calibrations, calibration method, and test laboratory as well as documentation of current calibration.

All analysis instruments, sensors, gauges, and meters used for performance testing shall be subject to recalibration to confirm accuracy after the testing has been completed. All analysis instruments, sensors, gauges, and meters installed under this contract shall be subject to recalibration prior to acceptance.

Test equipment used to simulate inputs and read outputs shall have a rated accuracy at the point of measurement at least three times greater than the component under test. Buffer solutions and reference fluids shall be provided as necessary for tests of analytical equipment.

14.6 Test Plan Implementation

This program will be implemented in four distinct steps (phases). These steps are the Pre-Operational Checkout, the Functional Testing, Start-up Testing, and the Acceptance Testing (Appendix 15).

14.6.1 Step 1 - Pre-Operational Checkout and Testing

Pre-operational checkout includes multi-discipline work completion and physical checkout. The Pre-operational Completion Verification and Pre-operational test reports include the following required testing. Examples of these documented tests include, but are not limited to:

- Field pressure/leakage test reports for all pipe, valves, and appurtenances.
- Wire insulation megohm reports for all 600V wire.
- Phasing, ratio, polarity, ground resistance, current injection, insulation resistance, over potential test, and circuit breaker contact resistance reports for medium voltage switchgear.
- Insulation power factor and resistance test reports for surge arresters.
- Megger reports for Unit Substations, Three Winding Transformers, and 4160V motor control centers.
- Megger reports and ground connection tests.
- Loop Status Report and Component Calibration forms.
- Equipment installation checkout forms.

14.6.1.1 Equipment Pre-Operational Checkout

Equipment pre-operational checks and tests shall include, but are not limited to, the following:

- Check for proper installation, alignment, support, and anchorage per the applicable manufacturers operation and maintenance manual and in accordance with the contract documents.
- Check the equipment for proper adjustment, packing of seals, lubrication, drive connection, motor connection, and belt/chain tension per the applicable manufacturers operation and maintenance manual and in accordance with the contract documents.
- Check the associated process, seal water, drain, and vent pipe connections for proper routing and connection. Check to insure the pipe testing was performed and signed as completed for all the associated piping.
- Ensure that the equipment is clean and free of any construction debris that could potentially cause a malfunction.

Ensure that all safety guards, signage, and other safety measures such as hearing protection, etc., are in place.

Manufacturer's representatives shall perform all pre-operational tests per the manufacturer's recommendations and review the equipment installation and sign the manufacturer's installation portion of the certification form. If the manufacturer's representative brings his own checklist, obtain a copy of the completed form and attach it to the D/B Company's completed forms. Note that the manufacturer must also fill out the contract approved checkout form (manufacturer's own form will not serve as a substitute).

All gates and valves associated with the equipment system must be checked for proper installation, adjustment, and lubrication per the manufacturer's recommendations.

14.6.1.2 Electrical Pre-Operational Checks/Tests

Prior to energizing electrical circuits, use a 1,000-volt megohmmeter to measure insulation resistance on conductors and insulated parts of electrical equipment. All measurements shall meet or exceed the appropriate ICEA, NEMA, or ANSI standard. Any insulation resistance less than 10 megohms is unacceptable. Record results, as well as ambient temperature. See attached form for example.

Measure phase-to-ground insulation resistance for all circuits 120 volts and above, with the exception of lighting circuits. Measurements may be made with motors and other equipment connected, except that solid-state equipment shall be disconnected unless the equipment is normally tested by the manufacturer at voltages in excess of 1,000 volts DC.

Complete Test Form for each installed motor. Measure the insulation resistance of all motors before connection. Measure the insulation resistance for all motors at the time of delivery as well as when connected. Insulation resistance values less than 10 megohms are not acceptable.

Adjust and make operative all protective devices. Perform a functional check of the control circuit prior to energization of the equipment.

Review all associated electrical terminations, switches, and breakers for satisfactory installation.

14.6.1.3 Individual Component/Instrument Calibration Pre-Operational Check/Test

Each instrument and final element shall be field calibrated in accordance with the manufacturer's recommended procedure. Instruments shall then be tested in compliance with ISA S51.1 and the data entered on the applicable test report form. Alarm trips, control trips, and switches shall be set to initial values specified in the design at this time. Final elements shall be checked for range, dead band, and speed of response.

Calibration of analysis instruments, sensors, gauges, and meters installed under this contract shall proceed on a system-by-system basis. No equipment or

system start-up, or acceptance tests shall be performed until instruments, gauges, and meters to be installed in that particular system have been calibrated and the calibration work has been witnessed by the Construction Manager.

Testing of instrument process piping/tubing, wiring and individual components shall be completed and documented on the approved test forms provided to the Construction Manager as part of the pre-operational testing phase and prior to commencement of individual loop testing conducted during the pre-operational functional test phase.

Any component which fails to meet the required tolerances shall be repaired by the manufacturer or replaced, and the above tests repeated until the component is within tolerance. System instrumentation equipment supplied and installed must also be reviewed for proper installation and termination as part of the pre-operational checkout.

14.6.1.4 Pre-Operational Checkout Summary

The pre-operational checkout and testing for each item shall be carried out in accordance with the D/B Company's submitted and approved procedures and documented on the D/B Company's approved pre-operational test forms.

The D/B Company shall complete the pre-operational testing requirements listed above, at a minimum, for each item of mechanical, electrical, instrumentation equipment prior to beginning any functional testing with regard to the equipment or the systems in which the equipment functions

14.6.2 Step 2 - Functional Test

The second step in the program is the functional testing of the equipment. These tests begin for each item of equipment only after the Pre-operational Checks have been satisfactorily completed for all components for the particular equipment.

The functional testing for each item of equipment shall be carried out in accordance with the D/B Company's submitted and approved procedures and documented on the approved functional test forms.

Once, 1) all affected equipment has been subjected to the required pre-operational testing procedures; and 2) the Construction Manager has witnessed and has not found deficiencies in that portion of the work, individual items of equipment and systems may be started and operated under simulated operating conditions to determine as nearly as possible whether the equipment and systems meet the Requirements in Appendices 2, 5, and 14. If available, plant process media may be employed for the testing of all liquid systems except gaseous, oil, or chemical systems. If not available, potable water shall be employed as the test medium. Test media for these systems shall either be the intended fluid or a compatible substitute. The equipment shall be operated for a sufficient period of time to determine machine-operating characteristics, including noise, temperatures and vibration; to observe performance characteristics; and to permit initial adjustment of operating controls. When testing requires the availability of auxiliary

systems such as looped piping, electrical power, compressed air, control air, or instrumentation which have not yet been placed in service, the D/B Company shall provide, and the Construction Manager shall approve in advance, acceptable substitute sources, capable of meeting the requirements of the machine, device, or system at no additional cost to the County. Disposal methods for test media shall be subject to review by the Construction Manager. During the functional test period, the D/B Company shall obtain baseline operating data on all equipment with motors greater than 1 horsepower to include amperage, bearing temperatures, and vibration.

Test results shall be within the tolerances set forth in this Appendix and Appendices 2, 5 & 14 of the Contract Documents and as indicated in the D/B Company's functional test plan and the manufacturer's criteria. If no tolerances have been specified, test results shall conform to tolerances established by recognized industry practice. Where, in the case of an otherwise satisfactory functional test, any doubt, dispute, or difference should arise between the Construction Manager and the D/B Company regarding the test results or the methods or equipment used in the performance of such test, than the Construction Manager may order the test to be repeated at the D/B Company's expense. Where the results of any functional test fail to comply with the Minimum Technical Requirements found in Appendices 2, 5, 14 for such test, then such repeat tests as may be necessary to achieve the Contract Standards shall be made by the D/B Company at its expense.

The Functional Test reports (test documentation) include results from the required testing. Examples of these types of reports include, but are not limited to:

- The leakage and cycling/functional field test of valves leakage.
- The cycling/function checks of the sluice gates, slide gates, weir gates, stop logs, and stop plates.
- The leakage testing of sluice gates, slide gates, weir gates, stop logs, and stop plates in accordance with AWWA and applicable specifications.
- Vibration, noise, and capacity testing of Pumps.
- Air distribution and leakage test of any diffused air systems.
- Loop functional test for Instrumentation and Control

14.6.2.1 Process/Mechanical/Equipment – (Functional Testing)

During the functional verification check and testing process, the D/B Company and the various Manufacturers' Technical representatives shall examine and record the initial start-up performance of the components provided by their respective firms in accordance with the D/B Company's approved functional test procedure.

The initial operation, testing and adjustment shall be as required to prove that the equipment has been installed properly and operates under the conditions specified.

Upon completion of this work, the manufacturer's field service technician shall complete the D/B Company's approved functional test form as well as their own

signed report to record the results of his/her inspection, operation, adjustments and tests. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results if such are specified, and suggestions for precautions to be taken to ensure proper maintenance.

14.6.2.2 Electrical - (Functional Testing)

The D/B Company's electrician shall be present during all testing to confirm the electrical, provide troubleshooting assistance, repair as needed, and assist in gathering baseline data such as motor amperages.

Energize each control circuit and operate each control, alarm or malfunction device and each interlock in turn to verify that the specified action occurs. The D/B Company shall submit a description of his proposed functional electrical test procedures as part of the testing plan.

Verify that motors are connected to rotate in the correct direction. Verification may be accomplished by momentarily energizing the motor, provided the D/B Company confirms that neither the motor nor the driven equipment will be damaged by reverse operation.

14.6.2.3 Instrumentation and Control – (Functional Testing)

The D/B Company's instrumentation representative shall be on site full time during the functional test phase to perform loop checks and to support the start-up team as needed. Any packaged equipment or manufacturer supplied control panels must be field tested to verify all control interlocks and control functions during this phase of testing by the equipment supplier. The D/B Company's functional test procedure for each piece of equipment shall define each interlock to be tested.

Each instrument loop shall be tested. This testing shall check operation from transmitter to readout components. Signals shall be generated utilizing the primary measuring elements where possible. Signals shall be injected only if primary element is unavailable.

If any output device fails to indicate properly, corrections to the loop shall be made as necessary and the test repeated until all instruments operate properly.

14.6.2.4 Functional Testing Summary

The functional testing for each item of equipment, electrical, and instrumentation shall be carried out in accordance with the D/B Company's submitted and approved procedures and documented on the D/B Company's approved functional test plans and forms. This information shall be accumulated for all equipment and will serve as the basis for the Equipment and Start-Up Test Reports.

14.6.3 Step 3 - Start-up Testing

Start up Testing begins after all Pre-operational checks and Functional tests have been satisfactorily completed. The D/B Company shall plan its activities to allow for Construction Manager witnessing of all tests and shall provide twenty-four (24) hours advance notice of all testing activities.

The D/B Company shall develop the Minimum Testing Requirements given below to justify their design and equipment selection.

The D/B Company's start up test plan shall be a detailed procedure to confirm all System Automatic Mode functions, verify all system interlocks, and reconfirm all equipment functions and controls. All design and performance criteria will be demonstrated and documented during this period. The D/B Company, manufacturer, electrical, and instrumentation representatives will be on site during testing activities, but no less than an 8 hour a day basis and locally on 24 hours a day basis during this period.

In the event of failure to demonstrate satisfactory performance of the system on the first or any subsequent attempt, all necessary alterations, adjustments, repairs and replacements shall be made. When the system is again ready for operation, it shall be brought on line and a new test shall be started. This procedure shall be repeated as often as necessary until the system has operated continuously to the satisfaction of the Construction Manager, for the specified duration at no additional cost to the County.

Any testing that is not capable of being done during the start-up testing phase may be done during the acceptance testing phase only if waiting to test equipment or systems during the acceptance testing phase will not have an impact on plant operations or prevent BCWRF from meeting NPDES permit compliance.

14.6.3.1 Minimum Testing Requirements

14.6.3.1.1 Headworks Rehabilitation

The D/B Company shall demonstrate, up to and including the maximum rated capacity of each screen, that the headloss across each of the screens is less than or equal to the manufacturer's published headloss for that screen. That the plants design hydraulic grade line across the screens is no more than the design. The D/B Company shall demonstrate that each screen is capable of separating a flow of at least 22 MGD. The D/B Company also shall demonstrate that the screens remove all particles larger than the screens design opening size.

Each screen shall be operated for no less than 60 minutes with enough screens out of service to direct the required flow through the screen being tested. Repeat this procedure until each screen has been tested.

While the screens are being tested, collect grab samples of screened wastewater every 10 minutes. Combine all of the grab samples for a given screen. Filter the sample through a sieve having openings the same size as the screen.

The test shall pass if the measured headloss across each screen is less than or equal to the screen manufacturer's published headloss, while maintaining the water surface level at or below that shown on the hydraulic profile for the tested flow, and the measured capacity of each screen is at least 22 MGD and that no material larger than the design screen opening is retained on the sieve.

14.6.3.1.2 Lime Slaker Replacement

Show that the replaced equipment can dose lime in sufficient quantity to adjust alkalinity as needed. Performance testing shall be based on specification 13703-3.6 from S224 – Big Creek WRF Upgrade and Expansion 60% Design Submittal.

14.6.3.1.3 New Ferric Chloride Feed Pump Building

Show that the replaced pumps can dose Ferric Chloride in sufficient quantity to deliver volumetric or mass flow rates of treatment chemicals through the range of dosages likely to be needed during plant operations. This requirement may be demonstrated on paper using calculations and pump curves

14.6.3.1.4 Automated Blower Controls and Blow-Off Addition

It shall be shown that air flow can be adjusted to supply actual process air requirements and that additional blowers can be started with multiple blowers running.

The aeration basin blower system shall be operated through 100 percent of the system capacity at loading conditions both with all units in service and where loading is without units reserved for reliability. The blowers shall be run for sufficient time to demonstrate that the controls and blow-offs will allow the blowers to start, run, and stop in the desired manner without surging, overheating, or objectionable noise or vibration. This will include demonstrating that blower capacity can be sequentially added while keeping already running blowers running.

This requirement shall pass if while running through the entire operating range and loading conditions, the blowers will automatically come online and adjust to the required air flow and pressure and that additional blowers can be sequentially added to the system.

14.6.3.1.5 Aeration Basin Rehabilitation

It shall be demonstrated that step feed mode can automatically be transferred into and out of when initiated by the operator.

The controls shall allow the operator to select the desired step feed mode (e.g. 50%, 66%, or 100%) and which basins are to be used or paired. Demonstrate the

controls, including operator selectable options for step feed operation modes, as well as options for preset or any manual selections.

The requirement shall pass if, through the plant SCADA HMI, the plant can be placed into the selected step feed operation for any of the step feed modes, selectable options, and any manual control.

It shall be demonstrated that fugitive emissions are eliminated from the pre-mix basin and Return Sludge flumes at the influent of the aeration basin.

Prior to the addition of the odor control ductwork at the pre-mix basin and Return Sludge flumes, the Dilution-to-Threshold (D/T) odor concentration is to be determined. Measurements of D/T odor concentration will be done over a period of not less than two weeks. Field determination of the D/T shall be done simultaneously by at least one member each of: D/B Company staff, Fulton County staff, and Fulton County's Contract Operations staff. Measurements are to be done at various times of the day and at various flows. The atmospheric and wind conditions are to be measured at the time of reading. Additional measurements, at similar times, flows and atmospheric conditions, are to be done in the same manner after the ductwork has been connected from the pre-mix basin and Return Sludge flumes to the existing odor control ductwork. D/T is as defined in ASTM E-679: *Standard of Practice for Determination of Odor and Taste Thresholds by a Forced-Choice Ascending Concentration Series Method of Limits*, current version.

The requirement shall pass if the average of the maximum odor concentration of dilution-to-threshold (D/T) is reduced by 99%.

The D/B Company is to demonstrate the improvements in performance to the aeration basins due to any of their chosen solutions to correct process control and/or hydraulic issues.

14.6.3.1.6 Hydraulic Improvements to the Mixed Liquor Splitter Box

With both all units in service and with one unit out of service, it shall be demonstrated that at peak flow, the flow split weirs to the clarifiers are not submerged, and that flow and MLSS is split evenly to all clarifiers in service. Demonstrate that upstream of the mixed liquor splitter box, 18 inches of freeboard is maintained, the Parshall flume does not submerge by more than 70%, and the flow split weirs to the aeration basins do not submerge.

The requirement shall pass if while during the test, the flow split weirs to the clarifiers do not submerge with both all clarifiers online and with one unit off line, and that flow and MLSS is well flocculated and split evenly to all clarifiers in service and that upstream weirs are not submerged, minimum freeboard is maintained and that the upstream Parshall flume is not submerged.

14.6.3.1.7 Secondary Clarifiers and Scum Removal System Rehabilitation

The D/B Company shall demonstrate that at sustained peak flow and conditions stated in the Technical Memorandum from Hazen and Sawyer to Fulton County

dated August 14, 2009 - Big Creek WRF Process and Hydraulic Assessment, that the sludge collection mechanism is capable of returning sludge at the RAS rate and sludge blanket concentration so that the sludge blanket thickness can be maintained as needed and scouring of the sludge blanket is prevented, that the rehabilitated secondary clarifier effluent Total Suspended Solids is less than that which would plug the effluent filters and cause the secondary effluent to bypass the effluent filters.

It shall be demonstrated that the scum removal system removes all scum from the secondary clarifier. It shall be demonstrated that the scum pump is fully capable of pumping secondary scum to the digester, and including requirements stated in 14.6.3.1.12, show that the recirculation nozzle fully mixes the scum in the pump pit and that the pumps chop through and pump high concentrations of solids such as plastics, heavy rags, grease, hairballs, wood, paper, and stringy materials without plugging or dewatering the solids.

14.6.3.1.8 Return Activated Sludge Pump System

The RAS pumping station shall be tested to show that the upgraded pump station meets Return Activated Sludge flow requirements, including sustained peak flow and step feed configurations, including conditions stated in 14.6.3.1.12.

14.6.3.1.9 Mixed Liquor Polymer System

The mixed liquor polymer system is to be tested to show that the system has the ability to deliver volumetric or mass flow rates of polymer through the range of dosages likely to be needed during peak flow conditions and has sufficient storage to meet the larger of: 2 weeks at maximum month flow and average dose or 7 days at a maximum week flow and maximum dose. The D/B Company shall justify which storage requirement is larger and justify the storage volume supplied meets the storage requirement. This requirement may be demonstrated on paper using calculations.

14.6.3.1.10 Dewatering Rehabilitation

The D/B Company shall demonstrate the ability of the belt filter press feed pumps and cake pumps to reliably convey sludge and dewatered solids to meet the requirements in Appendices 2 and 5.

During the dewatering system test, the raw feed rate to the belt filter presses and the quantity of dewatered solids will be monitored in order to evaluate the performance of the system. During the test, the dewatering system shall be operated at minimum and maximum design flow. The dewatering equipment shall be operated at its maximum design rate in order to verify that the belt filter press feed pumps are capable of supplying sludge to the belt filter presses at the belt filter press' design rate and to verify that the cake pumps, piping and associated equipment are capable of conveying dewatered solids from the belt filter press to the truck at the belt filter press' design production rate. But in any case, the performance of the BFP feed pumps and cake pumps are to meet the operating conditions in section 11122 – Progressive Cavity Feed Pumps.

The test shall pass if the new belt filter press feed pumps and cake pumps are able to convey sludge and dewatered solids at the rate described above.

14.6.3.1.11 Flow Measurement System Testing

All primary flow measuring devices shall be tested to ensure accuracy within the range acceptable to the Georgia Environmental Protection Division (GAEPD) and the manufacturer for each type of device. Equipment and Start-Up Testing shall include validation of the accuracy of instantaneous measurement at 5%, 25%, 50%, 75%, and 100% of the measuring capabilities of each flow measuring device.

14.6.3.1.12 Pump System Testing

Evaluation of all pumping systems to establish operating parameters as installed, including flow rate, total dynamic head, pump efficiency, motor efficiency, and capacity range. Pump system testing shall be conducted for a variety of conditions that represents the design operating range of the pump. This will include parallel operations where applicable. Pump stations shall be tested throughout the range of expected flows. Pumping systems shall also be tested for excess vibration. Each pump shall be tested and monitored for vibration and shall not exceed the manufacturers recommended value for vibration.

14.6.3.1.13 Variable Frequency Drive Control System Testing

Evaluation of variable frequency drive control systems to ensure the system is capable of operating under the full range of conditions and continuous operation.

14.6.3.1.14 Hydraulic Capacity Testing

The D/B Company shall conduct Plant Capacity Testing of all parallel unit processes, from the headworks through the secondary clarifiers, to demonstrate flows are equally split among parallel processes, that the plant is capable of conveying peak flows while maintaining necessary freeboard in all tanks and channels, and that weirs and flumes are not submerged.

The D/B Company shall demonstrate the ability to meet all Performance Criteria and the Minimum Technical Requirements with the applicable redundant unit out of service. During the D/B Work hydraulic capacity testing, the D/B Company shall demonstrate that the Plant is capable of complying with the NPDES Permit and The Minimum Technical Requirements for effluent quality under peak design flow and loading conditions and under a range of influent temperature conditions.

14.6.3.1.15 Pump Station and Equipment SCADA System Testing

The SCADA system for all D/B Company installed equipment and pump stations shall be subjected to testing to demonstrate the system's ability to accurately sense all variables monitored and transmit operating conditions and status to remote locations. Each station shall be remotely controlled and shall be tested by running the pumps and equipment through the full range of anticipated flows and operating conditions and control functions.

14.6.3.2 System Acceptance-Test Completion Forms

The forms attached to this Appendix are samples showing the format and minimum level of detail required for documentation. The D/B Company is advised that these are samples only and are not specific to this project or to any item of equipment or system to be installed under this contract. The D/B Company shall develop test documentation forms specific to each item of equipment and system installed under this contract. Acceptable example documentation forms for all systems and items of equipment shall be produced and submitted for review and approval by the Construction Manager. Once the Construction Manager has reviewed and taken no exception to the forms proposed by the D/B Company, the D/B Company shall produce customized forms for each item of equipment and system and include these individual forms in the overall test plan that will be submitted for approval.

The complete test plan and all its sections are to be submitted (90 days prior to any testing) and approved prior to the start of any testing.

14.6.4 Step 4 – Acceptance Testing

The fourth step in the program is Acceptance Testing. The acceptance test period shall not begin until all new systems and equipment have successfully completed the start up test period. Acceptance Testing shall also comply with additional details found in Appendix 15

The Operations and Maintenance staff shall receive spare parts, safety equipment, tools and maintenance equipment, lubricants, approved operation and maintenance data and the specified operation and maintenance instruction prior to the startup with plant process media. All valve, controls, and equipment tagging shall also be complete prior to this startup.

As part of the Acceptance Test Plan the D/B Company shall submit detailed work plans, communications plan, contingencies plan, and other requirements as the Construction Manager may request. Also a 30-day test overview and proposed spreadsheet forms to be utilized by the D/B Company's operations staff to record appropriate operational and performance data on a regular interval for the 30 days.

14.7 Prerequisites

Acceptance Testing and the Acceptance Test Plan shall comprehensively cover all potential modes of operation, including failure scenarios, as well as the operation of ancillary systems, to demonstrate full functionality of the facilities. Any failures of process, equipment or systems shall result in re-starting the acceptance-testing period. Specific acceptance testing criteria is described in Appendix 15.

14.8 Equipment and Start-Up Test Report

A comprehensive Equipment and Start-Up Test Report shall be prepared and ten (10) copies submitted by the D/B Company to the Construction Manager within 30 days after the completion of the Equipment and Start-Up Test. The Equipment and Start-Up Test Report shall include, but not be limited to, the following:

- A certification that testing was conducted in accordance with the Equipment and Start-Up Test Plan.
- A certification stating that the results of the Equipment and Start-Up Test, including a determination of the extent to which the equipment complies with the applicable unit, process design criteria, Minimum Technical Requirements in Appendix 5, Performance Standards and Performance Criteria, and the requirements of this Appendix and the Design/Build Contract.
- All required data measured and recorded during the test(s) including all laboratory analyses.
- Record of equipment outages, failures, repairs and preventative maintenance;
- Data and calculations demonstrating the ability of the equipment to meet the requirements of this Appendix;
- Summary of test results and conclusive evidence of compliance with all test requirements; and
- Any other data reasonably requested by the Construction Manager to be included in such reports.

The Equipment and Start-Up Test Report shall include copies of the original forms, data sheets, log sheets, and all calculations used to evaluate performance during testing, and copies of any laboratory reports conducted in conjunction with Equipment and Start-Up Testing.

Until results of Equipment and Start-Up Testing are acceptable to the Construction Manager, the D/B Company shall make all necessary changes, readjustments and replacements. Defects, which cannot be corrected by installation adjustments, will be sufficient grounds for rejection of any equipment.

APPENDIX 14A EQUIPMENT START-UP TESTING FORMS

Equipment Start-up and Acceptance-Test Completion Forms

The forms in this Appendix are samples showing the format and minimum level of detail required for documentation. The D/B Company is advised that these are samples only and are not specific to this project or to any item of equipment or system to be installed under this contract. The D/B Company shall develop test documentation forms specific to each item of equipment and system installed under this contract. The D/B Company may use forms included in the Minimum Technical Requirements as a basis for test documentation forms to be developed for this project.

Acceptable example documentation forms for all systems and items of equipment shall be produced and submitted for review and approval by the Construction Manager. Once the Construction Manager has reviewed and taken no exception to the forms proposed by the D/B Company, the D/B Company shall produce customized forms for each item of equipment and system and include these individual forms in the overall test plan that will be submitted for approval as required in Appendices 14 and 15.

SAMPLE FORM

**WIRE AND CABLE RESISTANCE TEST DATA FORM:
Form 14A**

Project _____

Date: _____

Site Conditions: _____

Time: _____

Circuits or Items being tested:

Wire or Cable No.: _____ Temperature, °F _____

	Location of Test	From	To	Insulation Resistance, megohms
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Comments:

CERTIFIED

Company's Representative

Date

WITNESSED

County's Representative

Date

SAMPLE FORM

INSTALLED MOTOR TEST FORM (PRE-OPERATIONAL CHECK/TEST):

Form 14B

Date of test _____

Motor Equipment Number _____

Equipment Driven _____

Ambient temp _____ °F

MCC Location _____

Resistance:

Insulation resistance phase-to-ground megohms:

Phase A____, Phase B____, Phase C

Current at Full Load:

Phase _____ Current, amps _____

Phase _____ Current, amps _____

Phase _____ Current, amps _____

Thermal Overload Device: Manufacturer/catalog # _____ Amperes _____

Circuit breaker (MCP) setting: _____

Motor Nameplate Markings:

Mfr _____ Mfr type _____ Frame _____ HP _____

Volts _____ Phase _____ RPM _____ **Service factor _____

Amps _____ Freq _____ Ambient temp rating _____ °C

Time rating _____ **Design letter _____
(NEMA 1-10.35) (NEMA MG-1.16)

Code letter _____ Insulation class _____

**Required for 3-phase squirrel cage induction motors only.

CERTIFIED

Company's Representative Date

WITNESSED

County's Representative Date

SAMPLE FORM

**LOOP WIRING AND INSULATION RESISTANCE TEST DATA FORM
(PRE-OPERATIONAL CHECK/TEST):
Form 14C**

Loop No.: _____

List all wiring associated with a loop in table below. Make applicable measurements as indicated after disconnecting wiring.

Wire <u>No.</u>	Panel <u>Tie</u>	Field <u>TB</u>	Continuity <u>Resistance</u> ^a		<u>Insulation Resistance</u> ^b			
			Cond./ <u>Cond.</u>	Cond./ <u>Shield</u> (A/SH)	Shield/ <u>Gnd.</u>	Shield/ <u>Cond.</u>	Cond./ <u>Gnd.</u>	Shield/ <u>Shield</u>
A			--	(A/SH)				
B			(A/B)	--				
C			(A/C)	--				
D			(A/D)	--				
etc.								

- a. Continuity Test. Connect ohmmeter leads between wires A and B and jumper opposite ends together. Record resistance in table. Repeat procedure between A and C, A and D, etc. Any deviation of +2 ohms between any reading and the average of a particular run indicates a poor conductor, and corrective action shall be taken before continuing with the loop test.
- b. Insulation Test. Connect one end of a 500 volt megger to the panel ground bus and the other sequentially to each completely disconnected wire and shield. Test the insulation resistance and record each reading.

CERTIFIED

Company's Representative

Date

WITNESSED

County's Representative

Date

SAMPLE FORM

Form 14D

INSTRUMENT CALIBRATION SHEET

Information

COMPONENT	MANUFACTURER	PROJECT
Tag No:	Name:	Number:
Description:	Model:	Name:
	Serial #:	

Settings

ANALOG DEVICE	DISCRETE DEVICE
Units:	Units:
Inst. Range:	Inst. Range:
Calibration Range:	Setpoint (note rising or falling)
Suppression/Elevation:	Trip

Calibration

Input / Output	Input Value	Desired Output	Actual Output			Setpoint	CONTACTS
0%						Trip	Open
25%						Reset	Close
50%							
75%							
100%							

Calibration in Shop:

Calibration in Field:

Acceptance & Notes

#	NOTES:	Component Calibrated and Ready for Start-Up
		Contractor: _____ Date: _____
		Inspector: _____ Date: _____

SAMPLE FORM

Form 14E (on following page)

SAMPLE FORM

Form 14F

INSTRUMENTATION/FUNCTIONAL TEST / SIGN-OFF SHEET															
COMPONENT			MANUFACTURER				PROJECT								
Tag No:			Name:				Number: FC x								
Description:			Model:				Name: General Wastewater								
			Serial #:				Pump Station Improvements								
FUNCTIONS															
	RANGE	VALUE	ENG. UNITS	COMPUTING FUNCTIONS				CONTROL							
Indicate				Describe:				Action?	Direct	Reverse					
Record								Modes? P / I / D							
Alarm								SWITCH		Start	Stop	Status			
								Unit Range:							
								Differential: Fixed / Adjustable							
				Reset: Automatic / Manual											
ANALOG CALIBRATIONS (5-point check)						DISCRETE INPUT CALIBRATIONS									
Device Calibration			WITNESSED CALIBRATION / CHECK				REQUIRED		AS CALIBRATED		Local / PLC	PLC / DCS			
Input / Output	Input Value	Output	Field Instrument				Trip Point	Reset Point	Trip Point	Reset Point	Display #1	Display #2			
			Input	Local Display	PLC Display	DCS Display	(note rising or falling)		(note rising or falling)			GRAPHIC			
0%															
25%															
50%															
75%															
100%							Status								
DISCRETE OUTPUT CALIBRATIONS						SOURCE		Action		Monitored @ Device					
Initial Calibration Complete: Contractor /Mfg. _____ Date _____						Volt./ Dry	DCS	PLC	Initiate	Release					
						Start									
						Stop									
CONTROL MODE SETTINGS:			P:	I:	D:										
#	NOTES:						Component Calibrated and Ready for Start-Up								
							Company's Representative: _____ Date: _____								
							County's Represnetative: _____ Date: _____								

SAMPLE FORM

**MISCELLANEOUS INSTRUMENT CALIBRATION TEST DATA FORM:
Form 14G**

(For instruments not covered by any of the preceding test forms, the Contractor shall create a form containing all necessary information and calibration procedures.)

CERTIFIED _____ Date
Company's Representative

WITNESSED _____ Date
County's Representative

SAMPLE FORM

**EQUIPMENT TEST REPORT
Form 14H**

Equipment Name:
Equipment Number:
Specification Ref:
Location:

	Company's Representative Verified	Date	County's Representative Verified	Date
--	---	------	--	------

PREOPERATIONAL CHECKOUT/TEST (STEP 1)

Mechanical

Lubrication	_____	_____	_____	_____
Alignment	_____	_____	_____	_____
Anchor bolts	_____	_____	_____	_____
Seal water system operational	_____	_____	_____	_____
Equipment rotates freely	_____	_____	_____	_____
Safety guards	_____	_____	_____	_____
Valves operational	_____	_____	_____	_____
O&M manual information complete	_____	_____	_____	_____
Manufacturer's installation certificate complete	_____	_____	_____	_____

Electrical (Circuit ring-out and high-pot tests)

Circuits:

Power to MCC 5	_____	_____	_____	_____
Control to HOA	_____	_____	_____	_____

Indicators at MCC:

Red (running)	_____	_____	_____	_____
Green (power)	_____	_____	_____	_____
Amber (auto)	_____	_____	_____	_____

Indicators at local control panel

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Wiring labels complete

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

Nameplates:

MCC	_____	_____	_____	_____
-----	-------	-------	-------	-------

Control station	_____	_____	_____	_____
-----------------	-------	-------	-------	-------

Control panel	_____	_____	_____	_____
---------------	-------	-------	-------	-------

Equipment bumped for rotation	_____	_____	_____	_____
-------------------------------	-------	-------	-------	-------

Piping Systems

Cleaned and flushed:

Suction	_____	_____	_____	_____
---------	-------	-------	-------	-------

Discharge	_____	_____	_____	_____
-----------	-------	-------	-------	-------

Pressure tests	_____	_____	_____	_____
----------------	-------	-------	-------	-------

Instrumentation and Controls

Flowmeter FE2502F calibration	_____	_____	_____	_____
-------------------------------	-------	-------	-------	-------

Calibration Report No. _____	_____	_____	_____	_____
------------------------------	-------	-------	-------	-------

SAMPLE FORM

Flow recorder FR2502G calibrated against transmitter	_____	_____	_____	_____
VFD speed indicator calibrated against independent reference	_____	_____	_____	_____
Discharge overpressure shutdown switch calibration	_____	_____	_____	_____
Simulate discharge overpressure shutdown	_____	_____	_____	_____

FUNCTIONAL TESTS (STEP 2)

Mechanical

Motor operation temperature satisfactory	_____	_____	_____	_____
Pump operating temperature satisfactory	_____	_____	_____	_____
Unusual noise, etc?	_____	_____	_____	_____
Pump operation: 75 gpm/50 psig	_____	_____	_____	_____
Measurement:				
Flow _____				
Pressure _____ test gage number _____				
Alignment	_____	_____	_____	_____
Dowelled in	_____	_____	_____	_____

Remarks:

Electrical

Local switch function:				
Runs in <i>HAND</i>	_____	_____	_____	_____
No control power in <i>OFF</i>	_____	_____	_____	_____
Timer control in <i>AUTO</i>	_____	_____	_____	_____
Overpressure protection switch PS2502C functional in both <i>HAND</i> and <i>AUTO</i>	_____	_____	_____	_____
Overpressure protection switch PS2502C set at 75 psig	_____	_____	_____	_____
PLC 2500 set at 24 hr cycle,				
25 min ON	_____	_____	_____	_____

SAMPLE FORM

**PIPING TEST DATA FORM:
Form 14I**

Project _____

Date: _____

Building or Structure: _____

Inspection (description of pipe) _____

Description of Work to be Performed:

Specification Section.: _____

Comments:

Status of Test: (Circle One)

Passed

Passed with correction noted below

Not Acceptable:

CERTIFIED

Company's Representative

Date

WITNESSED

County's Engineer

Date

SAMPLE FORM

**SUMMARY EQUIPMENT SHEET
Form 14J**

Project Name: _____ **Equipment Name:** _____
Project No.: _____ **Shop Dwg. Approved Date:** _____
Manufacturer: _____ **O&M Approved Date:** _____
Local Vendor: _____ **O&M Del. to Owner Date:** _____
Vendor Phone: _____ **Start 30-Day Test:** _____
Training Instructor's Name: _____ **Complete 30-Day Test:** _____

Manufacturer's Approval of Calibration and Installation

We hereby certify that the above named equipment has been installed, calibrated, and adjusted per the manufacturer's instructions and is ready for full time operation. Witnessed by:

County Rep.: _____ **Company's Engineer.:** _____
Mfg. Rep.: _____ **Date** _____

Manufacturer's Functional Test

We hereby certify that the required functional test has been satisfactorily completed in accordance with contract specifications and the equipment is fully operational and capable of meeting design requirements as confirmed during Acceptance Testing. Witnessed by:

County Rep.: _____ **Company's Engineer.:** _____
Mfg. Rep.: _____ **Date** _____

Manufacturer's Instruction and Training

We hereby certify that the contract specified training services have been provided by a competent factory representative for the equipment listed above. The Owner's personnel have been properly instructed in the operation, maintenance, and repair of the equipment as outlined in the specifications. Witnessed by:

County Rep.: _____ **Company's Engineer.:** _____
Mfg. Rep.: _____ **Date** _____

APPENDIX 15 ACCEPTANCE TESTING

15.1 General

After the D/B Work is in place, Equipment and Start-Up Testing have been performed, and prior to Acceptance of the work done for the D/B Project, the D/B Company shall perform Acceptance Testing. The purpose of Acceptance Testing is to put into operation all D/B Company work and installed equipment in order to verify that the upgrades have been designed and constructed such that while operating under Design Conditions, it will meet all requirements of appendices 2, 5, 14, 15, and the D/B Contract. Acceptance Testing will be for a period of 30 calendar days.

The D/B Company shall submit to the Construction Manager an Acceptance Testing Report, which describes in detail the testing conducted and the results of the testing.

15.2 Acceptance Testing Plan

At least 90 days prior to the Scheduled Acceptance Date, the D/B Company shall submit to the Construction Manager a detailed Acceptance Testing Plan. The Acceptance Testing Plan shall include specific, detailed protocols describing any procedures to be used, measurements to be made, permanent and temporary instrumentation to be used, organization of the test team, testing schedule, and the operation and maintenance schedule that will be used when conducting Acceptance Testing.

The Construction Manager shall comment on or approve the Acceptance Testing Plan within 30 days of receipt. The Acceptance Testing Plan is not complete and approved until all of the Construction Manager's comments are resolved. The Construction Manager's approval will not be unreasonably withheld if the D/B Company makes every effort to provide expeditious response to all comments.

Acceptance Testing shall not begin until the Acceptance Testing Plan is approved, and the D/B Company has been authorized by the Construction Manager to proceed with Acceptance Testing. Preliminary testing may be conducted at the D/B Company's expense; however, the results of such testing shall not be made part of the Acceptance Testing Report.

15.3 Acceptance Testing

Prior to beginning Acceptance Testing, the following conditions shall be met:

1. Construction of the Design/Build Work shall have achieved Substantial Completion.
2. The Equipment and Start-Up Testing shall have been completed and the Equipment and Start-Up Testing Reports shall have been completed, submitted, and accepted by the Construction Manager.
3. The Acceptance Testing Plan shall have been approved by the Construction Manager.

Except as indicated below, during Acceptance Testing, the County's Contract Operators shall operate the whole plant normally, including routine equipment operation, maintenance

services, chemical usage, and power usage. Any increase in operational cost (e.g. power, chemicals, manpower, etc.) shall be borne by the D/B Company.

Any laboratory analyses shall be performed by an independent State-certified laboratory agreed to by both the D/B Company and the Construction Manager, using standard laboratory analytical quality control procedures. At its option, the Construction Manager may approve use of field methods for analyses that could be performed either by a laboratory or using field methods.

Should the performance of the D/B Work be deemed to be unsatisfactory at any time during the Acceptance Test, immediate action shall be taken by the D/B Company to ensure that the BCWRF does not violate the NPDES Permit, pose a threat to human health and/or the environment. If remedial action is considered unlikely to satisfy this requirement, the equipment or applicable portion of the D/B Work that fails to satisfy Acceptance Testing requirements will be shut down and the test terminated until such time as the above requirement is satisfied.

15.4 Acceptance Test Report

Within 30 days of the completion of each part of Acceptance Testing, the D/B Company shall submit to the Construction Manager ten copies of a chapter corresponding to this part of Acceptance Testing. When all Acceptance Testing is complete, the D/B Company shall prepare a comprehensive Acceptance Testing Report, which shall include each of the chapters previously submitted. The D/B Company shall submit to the Construction Manager ten copies of the Acceptance Testing Report within 30 days of the completion of all parts of Acceptance Testing.

The Acceptance Testing report shall include, but not be limited to, the following:

- A certification stating that each part of Acceptance Testing was conducted in accordance with the approved Acceptance Testing plan.
- A certification stating that the results of the Acceptance Testing comply with the applicable unit and process design criteria, Performance Criteria, and the requirements of this Appendix and the Design/Build Contract.
- Copies of the original data sheets, log sheets, and all calculations used to determine performance during Acceptance Testing.
- All required process parameters measured, recorded, or calculated during the tests including all laboratory analysis results.
- All necessary certifications relating to testing, evaluation, analyses, and performance.
- Record of equipment and system outages, failures, repairs, and preventative maintenance.
- Data and supporting calculations demonstrating the ability of the Plant to meet the

requirements of this Appendix.

- Summary of test results and conclusive evidence of compliance with all test requirements.
- Any other data reasonably requested by the Construction Manager to be included in the Acceptance Testing Report.

In the event the Acceptance Test Report does not demonstrate that the Plant has met the applicable Performance Criteria, the D/B Company shall make the appropriate modifications and re-test in accordance with the D/B Contract, Appendix 14, and Appendix 15 as required.

APPENDIX 18

GUARANTEES/WARRANTIES AND RISK ALLOCATION

18.1 General

The County desires that each proposer evaluates the required D/B Guarantees and risk allocation associated to the Big Creek WRF Immediate Needs Rehabilitation project and detail in the technical approach the proposer's plan to mitigate the risk and ensure that the guarantees are achieved.

It is the County's intent in providing the information in this appendix to give the proposers a better understanding of the County's overall goals and objectives for the Big Creek WRF Immediate Needs Rehabilitation operational and performance guarantees and equipment warranties. It is not the intention of the County to provide information on all risks associated in the D/B Project. If the information in this appendix is in conflict with the terms and conditions of the D/B Contract, the D/B Contract shall govern.

The Big Creek WRF Immediate Needs Rehabilitation is a Design/Build delivery project which is performance based. However, contained in the D/B RFP, the D/B Contract and Appendices are specific process, equipment and material specifications which the owner has dictated will be used in the Design. The D/B Company shall be responsible to seek clarification of any specification contained in the D/B RFP, the D/B Contract and the Appendices that precludes achieving the expected performance.

18.2 Performance Guarantee

The D/B Company shall be responsible for the design and construction of the Big Creek WRF Immediate Needs Rehabilitation project to meet any and all permit, regulatory and County requirements relating to the Big Creek WRF effluent quality. The D/B Work shall be designed and constructed to comply with the NPDES Permit GA0024333.

18.3 Odor Control Guarantee

The BCWRF is to be kept from becoming an odor nuisance during construction. The D/B Company is to control concentrations of odor causing compounds such that they are not released in greater quantity while the D/B Work is going on than during normal plant operation.

The D/B Company is to take measurements of the air at the BCWRF property lines at the closest points to residents and businesses near where the D/B Work is to be done. The D/B Company is to justify which type of measurements are to be done so that it can be demonstrated this goal is met, either using calibrated gas detection meters or by determining the Dilution-to-Threshold (D/T) odor concentration, or both. D/T is as defined in ASTM E-679: *Standard of Practice for Determination of Odor and Taste Thresholds by a Forced-Choice Ascending Concentration Series Method of Limits*, current version. Field measurements of D/T odor concentration shall be done simultaneously by one member each of D/B Company staff, Fulton County staff, and Fulton County's Contract Operations staff. Pre-construction measurements are to be done at various times of the day and at various flows. The atmospheric and wind conditions are to be measured at the time of reading. The pre-construction readings shall be submitted to the Owner prior to start of the work. Similar

measurements are to be done while the D/B Work is being performed, specifically while covers are open and/or odor control systems are being modified.

During construction, there shall not be more than a maximum concentration of any odor causing compounds of 10 parts per billion (ppb) greater than the concentration indicated in the pre-construction odor measurements, as measured at the property line, nor shall there be any odor at the property line greater than 5 D/T odor concentration indicated in the pre-construction odor measurements, as measured at the property line. Two independent odor complaints from the general public or nearby businesses shall constitute failure of the guarantee.

Failure of the Odor Guarantee, (e.g. odor complaints from the neighborhood or increased odors at the plant property line attributable to the D/B Work) will require the D/B Company to immediately apply corrective measures to reduce the odors to an acceptable level. Should the D/B Company fail to correct the excess odor and the County is required to take action to do so, the D/B Company is to compensate the County for the cost to bring the odor level into compliance. Failure of the Odor Guarantee is not a reason for stoppage or slowdown of the work, nor is it a reason for lengthening the contract period.

18.4 Noise Guarantee

18.4.1 During Construction

The D/B Company shall take action to minimize the noise created during construction of the Design/Build Work and to comply with the requirements of Appendices 2 and 18 with regard to noise. The D/B Company shall comply with Fulton County and City of Roswell Noise Ordinances and all Applicable Law with regard to noise.

18.4.2 Background Noise Measurement

Prior to start of construction, the D/B Company shall measure the background noise levels at two points at the Plant envelope, near where the public has access and where people are living or engaging in recreational activities. The average value for each monitoring point will be used as the benchmark for the required performance criteria. Should construction activities occur outside of the regular construction hours, noise levels shall be measured at the two monitoring points. Measurements shall be taken while construction activities are occurring. Measurements shall not be taken when no construction activity is occurring. The sound level measured shall not exceed the benchmark level by more than 3 dB. An increase in noise by 5 dB is a readily perceptible change, impacting residents in the community. Should the noise level exceeds the benchmark level, the D/B Company shall take every action to meet the maximum sound level.

18.5 Operational Cost Guarantee – NOT USED

18.6 Risk

18.6.1 Equipment 12-Month Operations – NOT USED

18.6.2 Fixed Design/Build Price

Fulton County has requested proposals for the Design and Construction of the BCWRF. The method of project delivery is **Design/Build**. In the D/B RFP, the D/B Contract and the Appendices, Fulton County has indicated the technical requirements, performance guarantees, and level of effort required for this D/B Project. The County requires that the Fixed Design/Build Price from each proposer be the total compensation for the design, construction, and acceptance of the D/B Work in accordance with the D/B Contract. The risk associated with this project is detailed in this D/B RFP and the D/B Contract. The proposer will evaluate this risk, provide detailed technical explanation of its plans to mitigate the risk and to successfully complete the Big Creek WRF Immediate Needs Rehabilitation project. Each proposer shall assume the total of the risk as detailed in the D/B RFP, D/B Contract and the Appendices and will propose a Fixed Design/Build Price that reflects all the risk.

18.6.3 Subsurface Risk

The County makes no representation or warranty with respect to the Site. Based on its inspections of the Site, and other inquiries and investigations made by the D/B Company prior to the Contract Date, which the Company acknowledges to be sufficient for this purpose, the D/B Company assumes the risk of the adequacy and sufficiency of the "as-is" condition of the Site

It is specifically understood that the D/B Company's assumption of the "as-is" risk of the condition of the Site shall not extend to Pre-Existing Environmental Conditions. No other Uncontrollable Circumstance, however, shall relieve or limit the D/B Company's assumption of the "as-is" risk

18.7 Security

The D/B Company will be required to provide the following forms of Surety for this project in accordance with the D/B Contract:

- Design/Build Bid Bond—equal to 5% of the Fixed Design/Build Price
- Performance Bond—equal to 100% of the Fixed Design/Build Price
- Payment Bond—equal to 100% of the Fixed Design/Build Price
- Insurances – The D/B Company shall provide insurances as required in the RFP and D/B Contract.
- Warranties—all major pieces of equipment, processes and facilities shall be warranted for a period of not less than **two (2) years** by the manufacturer of the equipment or the D/B Company. If the manufacturer's standard warranty is less than the two-year required period, the D/B Company shall be responsible for the additional costs to meet the two-year warranty period. The D/B Company shall assign all warranties for any equipment or process to the County.

APPENDIX 19 PUBLIC COMMUNICATIONS PLAN

Building upon the public participation meetings held for the Big Creek Upgrades and Expansion Project, the Design/Build Company is to develop and implement a comprehensive public communications plan. This public communications plan is to include four components as needed:

1. Public Awareness
2. Education
3. Information (including media relations)
4. Involvement.

The Design/Build Company is to provide a clear and concise plan that summarizes the goals of the plan and the specific strategies that will be undertaken in order to achieve these goals.

The goal of the public communication plan is to provide strategies to proactively communicate with stakeholders and at the same time answer questions and identify and resolve issues and problems that may arise; determine methods that will be used to educate the community about the benefits of the project; and involve the community in the decision-making process as needed.

The Design/Build Company will be expected to utilize a variety of methods to communicate with and educate the public, including use of the current online newsletter, bill inserts, a project website, and news releases. These elements provide a consistent flow of information and controlled messages. The public communications plan must be flexible and modifiable.

The following elements are recommended:

- **Stakeholders List** - A list of stakeholders (anyone who is impacted by or interested in the project), including neighborhood associations should be compiled so that news releases and articles on the Project can be provided directly to these individuals and groups.
- **Newsletters (CIP e-Notes) and bill inserts** – The current online newsletter can be used to provide status details on the Project. The newsletter is used to keep stakeholders and the community informed. There are to be bi-monthly updates provided in the newsletter. Bill inserts are a vehicle that may be used to communicate with customers.
- **Media Involvement** – Regular news releases will provide status details on the Project to the general public. All news releases are to be approved by the Water Services Division, the Fulton County Information Officer and would be issued from the Fulton County Communications Department.

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- **Presentations to Organizations** - A PowerPoint presentation explaining the Project could be developed and made available to Fulton County homeowner associations and local organizations. This presentation would explain the benefits of the Big Creek Immediate Needs Rehabilitation Project. The presentation should be on the Project website.
 - **Project Website** – A project website should be developed that would provide project status and details. This website should also allow the community to ask questions
 - **Public Service Announcements** - A public service announcement that provides an overview of the project and its benefits could be developed to air on Fulton County Government Television (FGTV). Television reaches all households in Fulton County that have service through Comcast Cable.
 - **Public Meetings** - Public meetings are recommended if any wide-spread concern from the community is identified and needs to be addressed.
 - **Community contact** – the community is to be provided with a 24-hour point of contact. A phone number as well as e-mail address is to be provided.

The following specific opportunities for Community involvement are currently available. These types of opportunities are provided only as examples that could be utilized by the D/B Company as part of their community involvement program. The D/B Company should consider all opportunities that might be available to become involved with the residents of Fulton County.

- Adopt-A-Stream—support of schools and other volunteer groups.
- The Fulton County Department of Environmental and Community Development's Water Quality Program—support of this program with equipment and resources
- Sponsor Events on “Environmental holidays such as Arbor Day and Earth Day.
- Scholarship programs for Fulton County teachers to attend environmental related training
- Support for ongoing programs of the Upper Chattahoochee Riverkeeper, the Chattahoochee Nature Center, Elachee Nature Center.
- Sponsorship of water quality awareness events: Rivers Alive, Annual Back to the Chattahoochee Canoe and Kayak Race and Festival.

The Design/Build Company is to conduct regular coordination meetings with Fulton County Department of Public Works, and the representative from the Fulton County Communications Department.

**VOLUME III – SAMPLE –OWNER-D/B COMPANY CONTRACT
AGREEMENT**

SAMPLE CONTRACT AGREEMENT – To Be issued by Addendum