



***COBB COUNTY
BOARD OF COMMISSIONERS***

***DEPARTMENT OF TRANSPORTATION
1890 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA***

***CONTRACT DOCUMENTS
FOR
THE CONSTRUCTION
OF***

***KENNESAW MOUNTAIN
PEDESTRAIN IMPROVEMENTS***

GDOT P.I.NO. 0015279

***COBB COUNTY PROJECT NO. X2404
CCDOT CONTRACT NO. 001585***

***Cobb County Department of Transportation
Engineering Division***

CONTRACT DOCUMENTS

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CONTRACT

THIS AGREEMENT made by and between **COBB COUNTY, GEORGIA**, hereinafter called “**OWNER,**” or “**County**” and _____, a contractor doing business as an individual, a partnership, or a corporation of the City of _____, County of _____, and State of _____, hereinafter called “**Contractor.**”

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

NOTICE TO BIDDERS:

All work performed for this project will be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project.

This project is funded by Federal, State and/or local funds. Accordingly, the successful bidder will be required to comply with all applicable Federal and State rules and regulations, as well as those of Cobb County. Project must conform to all Americans with Disabilities Act (ADA) regulations.

All bidders submitting bids in excess of \$2,000,000.00 shall be prequalified with the Georgia Department of Transportation (GDOT). All bidders submitting bids \$2,000,000.00 or less shall be registered subcontractors or prequalified with GDOT. Subcontractors shall be prequalified or registered with GDOT.

A Disadvantaged Business Enterprise (DBE) PARTICIPATION GOAL OF 15% has been established for this project. Bidders are subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. All Bidders are strongly encouraged to consider the use of DBE in all aspects of the Contract that will be awarded. Contractors must submit a DBE participation report to the County prior to beginning work on a project and a final DBE report must be submitted at the end of a project. Any subsequent changes and/or substitutions of DBE firms from the original DBE Participation Schedule must be submitted and approved by the County in advance. **Monthly DBE reports must be submitted with each monthly invoice.** Bidders shall be required to document sufficient DBE participation to meet this goal, or alternatively document good faith efforts to do so.

DBE firms must be certified with the Georgia Department of Transportation's Equal Employment Opportunity (EEO) office.

Project No.: X2404
Project Name: Kennesaw Mountain Pedestrian Improvements

The project consists of an 8 foot to 10 foot wide shared use path consisting of three segments: east along Cheatham Hill Road from Powder Springs Road (SR360) to John Ward Road (2.06 miles), south along Whitlock Avenue (SR 120) from John Ward Road to Cheatham Hill Drive (0.53 miles), and west along Burnt Hickory Road from Whitlock Avenue (SR 120) to Polk Street then switching to the east side of Burnt Hickory Road to the National Park Service (NPS) parking lot near Old Mountain Road (1.26 miles).

The time allowed for performance of the project will be 720 from the Notice to Proceed. The Contract shall not expire until 1085 calendar days from issuance of Notice to Proceed to allow for all administrative processes to be completed.

CONTRACT
Page 2 of 4

Construction sequencing is a requirement of the contract. Contractor must follow guide lines set forth in Special Provision Section 150.3.01 – Construction Requirements-M-Construction Sequencing.

Payment will be made monthly based on approved invoices.

The **Contractor** must meet the current bid requirements of the Georgia Department of Transportation.

The Cobb County, Georgia, Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, disability, or age in consideration for an award.

The **Contractor** must also execute and submit “Contractor Affidavit and Agreement” (Page 2.12) as well as the “Subcontractor Affidavit and Agreement” (Page 2.13) and “Immigration and Compliance Certification” (Page 2.14) located in the contract documents and executed by all of their subcontractors **prior to beginning work** on the project.

Failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by County officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements. Upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation (SBP) in all DOT contracts is encouraged. Contractors must submit a DBE participation report to the County prior to beginning work on a project and a final DBE report must be submitted at the end of a project. Monthly DBE reports must be submitted with each monthly invoice. If DBE participation changes during the course of a project, an updated participation report must be submitted to the County at the time of such change. No Small Business reports are currently required; however, this is subject to change at the **County’s** discretion.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A.

CONTRACT
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Contractor hereby agrees to complete the Project, for the sum of _____
_____ Dollars (in words), (\$ _____) (in
figures) and all extra work in connection therewith, under the terms as stated in the General Conditions, special Provisions and Detailed Specifications of the Contract, and at Contractor's own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions, Special Provisions and Detailed Specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by Cobb County's engineers, the specifications and contract documents as enumerated in Section 105.04 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

The Contractor further agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within 720 consecutive calendar days from the issuance of the Notice to Proceed. The Contract shall not expire until 1000 calendar days from issuance of Notice to Proceed to allow for all administrative processes to be completed.

Liquidated damages shall be assessed as set forth in Special Provision 108.08 for failure to complete project within specified time frame.

The Contract shall expire upon issuance of the Letter of Final Acceptance. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the County. Contractor's obligations pursuant to applicable guarantees and/or warranties shall survive any acceptance of Work or expiration of the Contract.

The County agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 109 of the Specifications, as modified in the General Conditions and Special Provisions.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

CONTRACT
Page 4 of 4

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____, 20____.

COBB COUNTY, GEORGIA

ATTEST:

By: _____
Chair, Board of Commissioners

_____ County Clerk

Printed Name

Witness

Printed Name

ATTEST:

Contractor

Secretary

Printed Contractor Name

Printed Name

By: _____
Signature

Witness

Printed Name

Printed Name

Title: _____

Approved as to Form by:

(Seal)

Cobb County Department of Transportation

Give proper title of each person executing affidavit. Attach seal as required.

BOND NO. _____

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **COBB COUNTY**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____, 20____, with the Owner for **Kennesaw Mountain Pedestrian Improvements / Project No. X2404 / P.I. No. 0015279**, in accordance with drawings and specifications prepared by Cobb County Department of Transportation, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a 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 prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner.

**100% PERFORMANCE BOND
Page 2 of 2**

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

Principal (Bidder) (SEAL)

Signature

Typed Name

Title

Attest:

Surety (SEAL)

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Copy of Power of Attorney)
DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Agreement)

BOND NO. _____

110% LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, are held and firmly bound unto **COBB COUNTY**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____, 20____, with the Owner for **Kennesaw Mountain Pedestrian Improvements / Project No. X2404 / P.I. No. 0015279**, in accordance with drawings prepared by the Cobb County Department of Transportation.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

110% LABOR AND MATERIAL PAYMENT BOND

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2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

**110% LABOR AND MATERIAL PAYMENT BOND
Page 3 of 3**

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest: _____ (SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest: _____ (SEAL)
Surety

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Power of Attorney)
DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Agreement)

Effective December 6, 2011
First Use December 30, 2011

Title VI Assurances
for
Consultants, Contractors,
Subcontractors, Suppliers and Manufacturers

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

1. *Compliance with Regulations*

The Contractor will comply with the Regulations of the Department of Transportation (hereinafter referred to as DOT), relative to nondiscrimination in Federally-assisted programs of the DOT (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination*

The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, disability, sex, or age in the selection and retention of subcontractors, including procurement of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. *Solicitations for Subcontracts, Including Procurement of Materials and Equipment*

In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, national origin, disability, or age.

4. *Information and Reports*

The Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Cobb County, DOT, the Georgia DOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Cobb DOT, GDOT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance*

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Cobb DOT and GDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractors under the contract until the Contractor complies; and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Title VI Assurances
for
Consultants, Contractors,
Subcontractors, Suppliers and Manufacturers
Continued**

6. *Incorporation of Provisions:*

The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Cobb DOT and GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Cobb DOT and GDOT to enter into such litigation to protect the interests of Cobb DOT and GDOT and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(EXHIBIT A)**

(Effective 07-01-2013)

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 contracting with Cobb County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable 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) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five (5) business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91(b) on the attached Subcontractor Affidavit. (EXHIBIT A-1); prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Office of Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS
THE ___ DAY OF _____, 20___

Notary Public

Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, BID WILL BE DETERMINED NON-RESPONSIVE AND WILL BE DISQUALIFIED.

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT
(EXHIBIT A-1)**

(Effective 07-01-2013)

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 contracting with Cobb County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable 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) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five (5) business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91(b) on the attached Subcontractor Affidavit. (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon request from Cobb County, Georgia;
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON
THIS THE ____ DAY OF _____, 20____

Notary Public

Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

(Effective 07-01-2013)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

Kennesaw Mountain Pedestrian Improvements / Project No. X2404 / P.I. No. 0015279

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I further certify to Cobb County, Georgia, the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Non-Confirmation response from E-Verify for any of the employees listed;
- If we receive a Final Non-Confirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name / Title

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS
THE _____ DAY OF _____, 20__

Notary Public _____

Commission Expires: _____

**COBB COUNTY
SUBCONTRACTORS NOTIFICATION LIST**

Required information on subcontractors doing work in Cobb County.

Please list any subcontractors whom may perform work on this project, include their Business License number, the Activity or Commercially Useful Function (CUF*) they may perform, and if they are a DBE/MBE/WBE Firm.

GENERAL CONTRACTOR: _____

LICENSE NUMBER: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

Note: All subcontractors must be reported on this form for License Inspection purposes.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____) ss.

County of _____

_____, being first duly sworn, deposes, and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____ the **Contractor** for certain work in connection with the _____ Contract pertaining to the Project in Cobb County, Georgia;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Cobb County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____ (Seal)

(Printed Name)

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

Title

(Printed Name)

My Commission Expires _____

Date: _____

CONTRACTOR CERTIFICATION FORM

[INSERT CONTRACTOR'S NAME] (Contractor) agrees and certifies that any contract between the Contractor and the **Cobb County, Georgia**, or any subcontract between the Contractor and a subcontractor, including any associated addendum, attachment, exhibit, modification, or change order thereto, whether executed in writing or not, must be consistent with the terms of the Partner Design and Construction Agreement (PDC Agreement) between the **Cobb County, Georgia** and the National Park Service, dated **October 22, 2018**.

The Contractor agrees and certifies that in the event of a conflict between the PDC Agreement, as it may be amended from time-to-time, and any contract or subcontract relating to the PDC Agreement to which the Contractor is a party, the terms of the PDC Agreement will control.

Nothing herein is intended to prohibit the Contractor from seeking payment from the **Cobb County, Georgia** in association with potential modifications to the PDC Agreement, consistent with law and the payment terms of its contract with **Cobb County, Georgia**. **Cobb County, Georgia** will promptly provide the Contractor with copies of any modifications to the PDC Agreement.

The Contractor agrees and certifies that it has received a copy of the PDC Agreement, dated **October 22, 2018**, and that it has reviewed that PDC Agreement. The Contractor will provide certification of receipt of any modifications to the PDC Agreement provided by the **Cobb County, Georgia** upon request of the **Cobb County, Georgia**.

Lisa N. Cupid, Chair
Cobb County Board of Commissioners

Date

Contractor Name
Title

Date

**PARTNER DESIGN AND CONSTRUCTION AGREEMENT
REQUIRED VERBIAGE IN ALL THIRD-PARTY CONTRACTS**

As a requirement of the attached Partner Design & Construction Agreement, the following requirements will be placed verbatim in any future Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

Article IV. Responsibilities of the Parties

The contractor agrees:

- a. That the National Park Service is a third-party beneficiary of this contract, with all legal rights associated with that status, including the right to enforce the contract.
- b. To comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;
- c. To comply with the terms and conditions of the Project Development Plan, project implementation plan, or special use permits relating to the Project;
- d. To follow any NPS order to suspend work and that at any time the NPS may monitor, inspect, or access the construction site and construction-related materials and documents;
- e. To obtain, and transfer to the NPS from subcontractors, manufacturers or suppliers for work performed and materials furnished all warranties that would be given in normal commercial practice:
 1. For a period of not less than one year; and
 2. Executed, in writing, for the benefit of the Partner and the United States;
- f. To be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence because of, or in any way related to the Project;
- g. To waive any defense to any claim based on the contractor's alleged reliance on the Partner's or the NPS's Project monitoring, inspections or tests. All monitoring, inspections or tests are for the benefit of the Partner or the NPS and do not relieve that contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss before Project acceptance. In addition, such monitoring, inspections or tests do not imply acceptance of the contractor's work by either the Partner or the NPS, nor does it affect the continuing rights of the Partner or the NPS, nor does it affect the continuing rights of the Partner or the NPS after acceptance of the contractor's work.
- h. That neither the Partner's nor the NPS's review, approval, or acceptance of the contractor's services nor the Partner's payment for those services will be construed to operate as a waiver of any rights of the Partner or the NPS, or of any cause of action that the Partner or the NPS may have, and the contractor will be and remain liable to the Partner and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the contractor is legally responsible.
- i. To obtain and maintain insurance consistent with the requirements of Article IX of the Partner Design and Construction Agreement;
- j. That the contractor has no recourse against the United States with respect to any aspect of construction activities and will not lien any land, structures, fixtures, or improvements associated with this Contract; and
- k. To be jointly and severally liable under this Contract if the contractor consists of more than one legal entity.

**PARTNER DESIGN AND CONSTRUCTION AGREEMENT
REQUIRED VERBIAGE IN ALL THIRD-PARTY CONTRACTS
PAGE 2**

Article X. Confidential and Proprietary Information and Intellectual Property

- a. The NPS will share any and all rights, titles, and interests, including design and construction documents and any and all patents, copyrights, trademarks, trade secrets, inventions, products or other intellectual property rights created as a result of, arising from, or relating to this Agreement, as pertaining to portions of this Project occurring on NPS land. NPS has a right to result copies of intellectual property utilized in bid proposals and any pre-existing intellectual property belonging to the Partner and/or contractor that is provided in association with the NPS portion of the Project for purposes of compliance or internal review. For Intellectual property pertaining to the portion of the Project taking place o NPS land, the Partner may obtain from the NPS a non-exclusive fundraising and promotional activities associated with the Project. This provision will survive expiration or termination of this Agreement.
- b. The Partner and the contractor will fully cooperate with the NPS in the protection and enforcement of any intellectual property rights resulting from activities and services performed in connection with this Agreement. This obligation includes timely execution, acknowledgement, and delivery to the NPS of all documents and papers that may be necessary to enable the NPS to utilize in any manner any copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights pertaining to the NPS portion of this Project.
- c. In any invention or material created in the course of performing tasks under this Agreement or any associated agreement is patentable intellectual property, the contractor will report the invention or patentable intellectual property to the Partner within thirty days of its creation and the Partner will immediately report the invention or intellectual property to the NPS.

**NOTICE TO CONTRACTORS
ENVIRONMENTAL PROTECTION DIVISION (EPD)
AIR QUALITY RULES MODIFICATIONS**

In September 1995, the Environmental Protection Division (EPD) modified the Rules for Air Quality Control (Chapter 391-3-1) as they pertain to Open Burning.

Effective January 9, 2005, outdoor burning is banned during the months of May, June, July, August and September in those counties:

Banks, Barrow, Bartow, Bibb, Butts, Carroll, Catoosa, Chattooga, Cherokee, Clarke, Clayton, Cobb, Columbia, Coweta, Crawford, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Floyd, Gordon, Gwinnett, Hall, Haralson, Heard, Henry, Houston, Jackson, Jasper, Jones, Lamar, Lumpkin, Madison, Meriwether, Monroe, Morgan, Newton, Oconee, Paulding, Peach, Pickens, Pike, Polk, Putnam, Richmond, Rockdale, Spalding, Troup, Twiggs, Upson, Walker and Walton.

Open Burning will be permitted in the months of October, November, December, January, February, March and April for the purpose of land clearing or construction or right-of-way maintenance provided the following conditions are met.

- 1. Prevailing winds at the time of the burning are away from the major portion of the area's population;**
- 2. The location of the burning is at least 1,000 feet from any occupied structure, or lesser distance if approved by the Division;**
- 3. The amount of dirt on or in the material being burned is minimized;**
- 4. Heavy oils, asphaltic materials, items containing natural or synthetic rubber, or any materials other than plant growth are not being burned;**
- 5. No more than one pile 60 feet by 60 feet, or equivalent, is being burned within a 9 acre area at one time.**

In addition to the above provisions, the **EPD Rules require permits from the fire department and the Georgia Forestry Office, when required, and the use of air curtain destructors when Open Burning is permitted in these areas.**

For other provisions in counties with total population exceeding 65,000, see Environment Protection Division (EPD) Rules for Air Quality Control Chapter 391-3-1, Open Burning, effective January 9, 2005.

For additional information, please contact: Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, Georgia 30354
(404) 363-7000 / (404) 362-2534 - Fax

For more information about the **Open Burning Ban in Cobb County**, please contact the EPD:

Mountain District Office
16 Center Road, P. O. Box 3250
Cartersville, Georgia 30120
(770) 387-4900

SPECIAL NOTICE

METROPOLITAN ATLANTA NON-ATTAINMENT REGION
Smog Alert Days Policy for Cobb County Contractors

March 15, 1999

The Metropolitan Atlanta Region, of which Cobb County is a part, has been declared an Ozone Non-Attainment Region by the Federal Environmental Protection Agency. As a result of this non-attainment status, Cobb County has instituted voluntary policies in support of Regional Air Quality goals and in cooperation with the "Partnership for a Smog Free Georgia". One component of the County's Smog Alert Days Policy is to encourage contractors who are constructing projects within the County to restrict operations that contribute to the formation of ozone, ground level smog, between the hours of 6:00 a.m. and 6:00 p.m. on "Smog Alert Days".

"Smog Alert Days" will be declared by the Georgia Department of Natural Resources by 6:00 p.m. on the day immediately preceding the "Smog Alert Day". A "Smog Alert Day" is a day when ozone levels are predicted to exceed the acceptable level for attainment as defined by the Clean Air Act provisions.

On days that have been declared as Smog Alert Days, Cobb County DOT Contractors are encouraged to refrain from operating paving and heavy construction equipment between the hours of 6:00 a.m. and 6:00 p.m. On "Smog Alert Days", Cobb County DOT Contractors are also encouraged to avoid refueling motorized vehicles and equipment between the hours of 6:00 a.m. and 6:00 p.m. to limit single occupancy trips and to avoid the operation of gasoline powered small engines between the hours of 6:00 a.m. and 6:00 p.m.

The voluntary reductions of exhaust and particulate matter that would be produced by these operations will help the Metropolitan Atlanta Region meet its required reduction in ozone levels. **Failure to meet these requirements will result in further restrictions on the State and County's ability to acquire the necessary permits to pursue projects necessary to address the area's mobility needs and to sustain the local highway contracting industry.**

FINAL AFFIDAVIT

TO COBB COUNTY, GEORGIA

I, _____, hereby certify that all supplies of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____
_____ or any of his subcontractors in connection with the construction of _____
_____ at Cobb County have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which Cobb County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Printed Name

Title

Personally appeared before me this _____ day of _____, 201____,

_____, who under oath deposes and says that he is
_____ of the firm of _____ that he has read the
above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

Printed Name

My Commission Expires

END OF SECTION