



CONTRACT DOCUMENTS FOR
25ITB1421243A-ST

**Standby Utility Pavement Patching and Pavement
Services**

**For
Public Works**

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CONTRACT AGREEMENT

Contractor: **The K&E Group USA LLC**

Contract No.: **25ITB1421243A-ST, Standby Utility Pavement Patching and Pavement Services**

Address: **3137 Daleview Way**
City, State **Atlanta, GA 30331**

Telephone: **770-906-2157**

Email: **kemi@thekegroup.us**

Contact: **Kemi Inegbedion**

This Agreement made and entered into effective the 1st day of January, 2026 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **The K&E Group USA LLC**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Public Works department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform The work will consist of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of streets, sidewalks, curb and gutter, and other pavement but not limited to these items, within Fulton County. The work also includes providing an emergency paving repair crew on an as needed basis as requested. All work shall be in conformance with the contract documents, drawings, Fulton County, GDOT, Cities, Standards and Specifications as applicable for the location. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed for each individual project. The detailed scope of work and technical specifications is outlined in the Division of Work Section 01010, Summary of Work of this bid document., hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

ARTICLE 1. **CONTRACT DOCUMENTS**

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Form;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on November 5, 2025 and 25-0839.

ARTICLE 2. **SEVERABILITY**

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

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to perform the work will consist of providing all labor, equipment, and materials necessary for the construction,

installation, and emergency repair of streets, sidewalks, curb and gutter, and other pavement but not limited to these items, within Fulton County. The work also includes providing an emergency paving repair crew on an as needed basis as requested. All work shall be in conformance with the contract documents, drawings, Fulton County, GDOT, Cities, Standards and Specifications as applicable for the location. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed for each individual project. The detailed scope of work and technical specifications is outlined in the Division of Work Section 01010, Summary of Work of this bid document. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. SERVICES PROVIDED BY COUNTY

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. MODIFICATIONS

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services, and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on [1st day of January 2026, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2026. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2027	12-31-2027
2	12 months	01-01-2028	12-31-2028

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$368,045.00, (Three Hundred Sixty Eight Thousand Forty Five Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the

services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute

hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially

completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. WAIVER OF BREACH

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

ARTICLE 16. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. RESPONSIBILITY OF CONTRACTOR

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement.

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. INDEMNIFICATION

18.1 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction

of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to 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.

Consultant/Contractor further agrees to 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 Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge

such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

18.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 19. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 20. INSURANCE

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 21. PROHIBITED INTEREST

Section 21.01 Conflict of interest:

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 22. SUBCONTRACTING

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 23. ASSIGNABILITY

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment

or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. ANTI-KICKBACK CLAUSE

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

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

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

ARTICLE 26. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must

account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. VERBAL AGREEMENT

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

ARTICLE 28. NOTICES

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

Notice to County, shall be addressed as follows:

Department of Public Works
Director
141 Pryor Street SW Suite 6001
Atlanta, Georgia 30303
Telephone: (404) 612-7400
Email: david.clark@fultoncountyga.gov
Attention: David Clark

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

The K&E Group USA LLC
3137 Daleview Way, Atlanta, GA 30331
Telephone: 770-906-2157
Email: kemi@thekegroup.us
Attention: Kemi Inegbedion

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

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

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized

data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

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

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of

a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor 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.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

14ETB4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

CONTRACTOR:

The K&E Group USA LLC

Signed by:

Kemi Inegbedion

F652T618C0CE421

Kemi Inegbedion
President

ATTEST:

Signed by:

Tonya R. Grier

EEC476C4837648D

Tonya R. Grier
Clerk to the Commission



Signed by:

(Affix County Seal)

APPROVED AS TO FORM:

Signed by:

David Lowman

EEC92EDAD0FB4B8

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

66CE1C0FDD934B8

David Clark, Director
Public Works

25-0830

ITEM#: 25-0830 RCS: 11/5/2025
RECESS MEETING

ITEM#: RM:
REGULAR MEETING

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid 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 bid submittal.

Bids 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 Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder 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 Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All 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).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide all labor, equipment, and materials necessary for the construction, installation, and emergency repair of streets, sidewalks, curb and gutter, and other pavement but not limited to these items, within Fulton County. The work also includes providing an emergency paving repair crew on an as needed basis as requested. All work shall be in conformance with the contract documents, drawings, Fulton County, GDOT, Cities, Standards and Specifications as applicable for the location. Being this is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed for each individual project. The detailed scope of work and technical specifications is outlined in the Division of Work Section 01010, Summary of Work of this bid document.

The Owner reserves the right to alter the quantities and scope of work to be performed at any time when and as found necessary. The Contractor shall perform the work as altered, increased, or decreased. Payment for such increased or decreased quantities and scope shall be made in accordance with contract documents. No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract or Bonds.

Note that most of the projects will be Utility Patch Repairs.

SUMMARY OF WORK

Part 1 General

Description

- A. The work will consist of providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of streets, sidewalks, curb and gutter, and other pavement but not limited to these items, within Fulton County. The work includes providing an emergency paving repair crew on an as needed basis. All work shall be in conformance with the contract documents, drawings, Fulton County, GDOT, Cities, Standards and Specifications as applicable for the location. This is a miscellaneous standby contract; the location of the work will be in various locations throughout Fulton County. Projects will be assigned by issuance of a Notice to Proceed for that individual project.

Project Location

The projects will be located at various locations throughout Fulton County, GA.

Quantities

The County reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased, or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond. Repairs not accepted by the approving authority shall be replaced at the Contractors own expense.

Partial County Occupancy

The existing facilities to which these improvements are being made will continue operation during the period of construction.

Coordination of Work

- A. The Contractor shall coordinate the work with third parties (such as Cities, power, natural gas, telephone companies and Homeowners Associations) in areas where such parties may have rights to aboveground and underground property, facilities or restrictive covenants.
- B. The Contractor shall request from involved third party's maps or other descriptive information as to the nature and location of such aboveground and underground facilities or property. The Contractor shall make all necessary investigations to determine the existence and location of underground utilities.

- C. The Contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures whether if the utility has been located by the County. The Contractor shall contact the utility owners and the individual property owners for the location of the utilities within the area of Work.
- D. The Contractor shall coordinate the work with owners of private and public property where access is required for the performance of the work. Legal access shall be coordinated the County notified.

END OF SECTION

OCCUPANCY

Part 1 General

Partial Occupancy By Owner

Whenever, in the opinion of the County, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the County and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work. All necessary repairs, and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

END OF SECTION

MEASUREMENT AND PAYMENT

Part 1 General

Scope

- A. The Bid lists each item of the Project for which payment will be made. **No payment will be made for any items other than those listed in the Bid.** The Construction Manager will clarify all contradictions.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured, or to be included in one of the

items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.

- C. Work includes furnishing all labor, equipment, tools, and materials, which are not furnished by the County and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid. Work performed for items not included in the Bid shall be paid in accordance with Section 8, 00700-87.
- B. Final payment quantities shall be determined from actual quantities installed and measured in the field.
- C. Payment for an item of work includes all necessary and incidental related work required to complete the Work, whether specified or not.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, or as approved in writing by the County prior to beginning the Work, no separate payment will be made for any item of work, materials, parts, equipment, supplies, or related items required to perform and complete the Work. The costs for all such items required shall be included in the price bid for item of which it is a part. In the event that the County requests Work that is agreed by both the County and the Contractor as not included in the Bid, that item of work will be paid in accordance with Section 8, 00700-87.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools, and materials not furnished by the County and for performing all operations required to provide to the County the entire Project, complete in place, as specified and as indicated on the Drawings.
- F. "Products" shall mean materials or equipment permanently incorporated into the work.
- G. "Provide" shall mean furnish and install.

Non Payments

No separate payment shall be made for the restoration of developed property and the cost shall be included in the overall prices for the execution of the work unless specifically noted otherwise.

No separate payment shall be made for excavation, disposal of rubbish and debris including old pipe, pipe bedding, backfill, dewatering of trench, pavement (concrete or asphalt), or repair of damaged properties. All testing required for the execution of the work shall be done as part of the price for the item involved.

No separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area except as indicated below. Payment for these items shall be part of the unit price bid for each item of work.

- D. No separate payment shall be made for providing detail surveys needed for construction. The Contractor shall be responsible in providing further survey necessary to complete the Work. The Contractor shall carefully preserve the established points, and in case of willful or careless destruction, the Contractor shall be responsible for the costs of reestablishing the benchmarks, reference points and stakes.

Contractor Mobilization

All costs associated with mobilization of all required resources, a one-time cost for each non-emergency project assigned by the County, shall be included in the unit prices bid for Contractor Mobilization, based on the project sizes listed in the Bid.

Sewers and Accessories

- A. Existing Utilities and Obstructions
 - 1. Horizontal Conflict: No payment will be made for any delay or extra cost encountered by the Contractor due to protection, avoidance, or relocation of existing utilities.
- C. Construction Along Highways, Streets and Roadways: No separate payment shall be made for traffic control or maintaining highways, streets, roadways, and driveways, except as authorized by the County.
- D. Manhole Modifications
 - 1. The unit price bid for adjust existing manhole cover to grade shall include all costs associated with adjusting an existing manhole cover by up to three inches using steel or concrete adjusting rings or brick and mortar, as ordered by the County, including pavement repair if applicable. Measurement for payment will be made based on the actual quantity of manhole covers adjusted.
 - 2. The unit price bid for adjust existing precast manhole shall include all costs associated with raising or lowering an existing manhole in-

cluding, but not limited to, excavation, shoring, dewatering, backfilling, compaction, removal and replacement of existing cone or flat top, removal or addition of riser sections, disposal of removed materials, grouting, steps, brickwork, mortar, mastic and all incidental items required to complete the installation. In the event that a new cone or flat top section is required, it will be paid for at the unit price bid for 4-foot diameter precast manhole.

3. The unit price bid for adjust existing brick manhole shall include all costs associated with raising or lowering an existing manhole including, but not limited to, excavation, shoring, dewatering, backfilling, compaction, removal or addition of brick, disposal of removed materials, grouting, steps, mortar, and all incidental items required to complete the installation.
4. Payment for pavement patching associated with adjust existing manhole shall be paid for at the unit price bid for Fulton County standard utility cut.
5. Measurement for payment for adjust existing manhole will be made from the original manhole cover elevation to the proposed elevation of the new manhole cover. Vertical distance will be measured to the nearest tenth of a foot.

Erosion and Sedimentation Control

- A. General
 1. No separate payment shall be made for erosion and sedimentation controls, except as noted below. All other erosion and sedimentation control costs shall be included in the unit price bid for the item to which it pertains.
 2. No payment will be made for any portion of the Project for which temporary erosion and sedimentation controls are not properly maintained.
 3. Quantities for payment shall be based upon actual quantity constructed by the Contractor.

Vegetation Restoration

- A. Temporary Seeding: Temporary seeding and mulching shall be applied to all disturbed area to be left exposed for a period greater than 10 days, or as ordered by the County. The unit price bid for temporary seeding shall include all costs associated with spreading fast growing seed, mulching, watering, maintenance, and repair until permanent grassing is established.

- B. Permanent Seeding: All costs for permanent seeding, including fine grading, raking, soil preparation (removal of rocks and other objectionable materials), sewing the appropriate type of grass seed, fertilizing, mulching, watering, temporary protective measures, maintenance, and repair until permanent grassing is established, shall be included in the unit price bid for permanent seeding. Permanent seed will be applied only after final grading and dress-up of disturbed area have been completed to the satisfaction of the County.
- C. Sod Grassing: Where ordered by the County, sod shall be provided at the unit price bid for Sod Grassing for any type. All costs for proper installation, including preparation of surface, installation, rolling, compacting, watering, maintenance, repair, and any temporary measures required to protect the sod until establishment, shall be included in the unit price bid for sod grassing.
- D. In no case shall any one area be paid more than once for temporary grassing, permanent grassing or sod.
- E. If an area is temporarily grassed, and as directed by the County the area is left that way permanently, no additional payment will be made for permanent grassing.
- F. Measurement for payment will be made by square yard.

Driveway and Road Repair and Replacement

- A. General:
 - 1. Payment for removing and replacing driveway and road asphalt and concrete pavement will be made based on the measured quantity replaced at the unit price Bid. The unit price bid shall include all costs associated with cutting, removing, disposing of existing pavement, replacing and compaction of base, subbase, concrete, asphalt, and all related items as required, including providing select backfill, if necessary, all traffic control and temporary measures for maintaining traffic.
 - 2. Payment shall be made only for that area that is replaced.
 - 3. No additional payment will be made for removing and replacing damaged adjacent pavement.
 - 4. No additional payment will be made for saw cutting of driveways or curbs.
 - 5. No additional payment will be made for dumsters

- B. Payment for removing and replacing gravel driveways will be made based on the measured quantity replaced at the unit price Bid for gravel driveway. The unit price bid shall include all costs associated with removing, replacing, and compacting a minimum of six inches of GAB or #57 stone, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.
- C. Payment for removing and replacing asphalt driveways will be made based on the measured quantity replaced at the unit price Bid for asphalt driveway. The unit price bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, compacting, and placing a minimum of four inches of GAB and one and a half inches of 12.5 mm SuperPave asphalt, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width as limited by the Standard Details and Specifications.
- D. Payment for removing and replacing concrete residential driveways will be made based on the measured quantity replaced at the unit price Bid for concrete driveway - residential. The unit price bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting subbase, and placing a minimum of four inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- E. Payment for removing and replacing concrete commercial driveways will be made based on the measured quantity replaced at the unit price Bid for concrete driveway - commercial. The unit price bid shall include all costs associated with cutting, removing existing concrete, disposing of removed materials, compacting subbase, and placing a minimum of eight inches concrete with reinforcing steel, and all related items as required for a complete driveway repair, including all traffic control and temporary measures for maintaining access. Payment will be made for the length for which the pipeline is constructed underneath the driveway and for the width to the nearest construction joint on either side of the new pipeline.
- F. Payment for removal and replacement of sidewalk shall be made at the unit price bid for concrete sidewalk.
- G. Payment for removal and replacement of handicap ramps shall be made at the unit price bid for HANDICAP RAMPS.

- H. Payment for removal and replacement of curb and gutter shall be made at the unit prices bid for concrete CURB AND GUTTER or for granite curb as appropriate.
- I. Payment for removal and replacement of asphalt pavement (Type A Cut Repair), where the Fulton County Standard Utility Cut (Type C Cut Repair) is not required, shall be made at the unit price bid for asphalt pavement removal and replacement. The unit price bid shall include all costs associated with a Type A Cut Repair, including cutting, removing existing pavement, disposing of removed materials, compacting and placing a minimum of six inches of crusher run and one and a half inches of 12.5 mm SuperPave asphalt, and all related items as required for a complete repair, including all traffic control and temporary measures. Payment will be made for the area replaced, or as approved by the County.
- J. Payment for Fulton County Standard Utility Cut (Type C Cut Repair) shall be made at the unit price bid for Complete Fulton County Standard Utility Cut. The unit price bid shall include all costs associated with cutting, removing existing pavement, disposing of removed materials, eight-inch concrete cap, bituminous tack coat, and one and a half inches of 9.5 mm SuperPave asphalt, and all related items as required for a complete repair, including all traffic control and temporary measures including road plates. Payment will be made for the area replaced, or as approved by the County.
- K. No separate or additional payment shall be made for temporary measures required to make the road or driveway surface passable, including backfilling the top of the trench temporarily with crusher run or granular material or placing a temporary asphalt topping.
- L. Payment for milling shall be made at the unit price bid for Road Surface Milling. The unit price bid shall include all costs associated with milling one and a half inches of existing pavement and disposing of all waste materials and all related items as required. Measurement shall be made based on actual area milled, as approved by the County.
- M. Payment for overlay shall be made at the unit price bid for Road Surface overlay. The unit price bid shall include all costs associated with overlaying a road surface with a bituminous tack coat and a minimum of one and a half inches of 9.5 mm SuperPave asphalt, and all related items as required. Measurement shall be made based on actual area overlaid, as approved by the County.
- N. Payment for catchbasin tops, castings, and hoods shall be made at the unit price bid for CATCHBASIN and DROP INLET.TOPS.

Pavement Marking and Striping

- A. The unit price bid for pavement STRIPING, STOP BARS, AND SYMBOLS shall include all costs associated with applying standard DOT paint and thermoplastic as listed in the Bid and as ordered by the County. All required materials, labor, tools, equipment, and traffic control shall be included in the unit price bid.

Traffic Control

- A. All costs for providing traffic control in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Georgia Department of Transportation (GDOT) specifications shall be included in the unit price bid for the item to which it pertains. No additional payment will be made for complying with MUTCD or GDOT requirements. All flaggers shall be certified.
- B. Payment for Traffic Control as indicated in the Bid will be made only for additional traffic control devices beyond the requirements of the MUTCD and / or GDOT as ordered by the County.
 - 1. No excavation in or near roadways will be left open overnight. Therefore, all concrete barriers will be required to be removed from the roadway and moved to a location where vehicular and pedestrian traffic are not obstructed. The cost of moving the barriers as such shall be included in the unit price bid.
 - 2. Measurement for payment shall be made based on the actual linear footage of barrier installed, per day, approved by the County and serving the purpose for which it was intended. Payment will not be made for excess barriers stored by the Contractor in any location.

The unit price bid for MUTCD standard safety barrel shall include all costs for providing, installing, and removing a standard MUTCD safety barrel, as directed by the County.

- E. The unit price bid for police cruiser shall include all costs for providing a police cruiser for additional traffic control. Payment will be made for hours spent on site, which may be a portion of a standard workday. Payment will be made only for hours documented and approved by the County.
- F. The unit price bid for certified flagman shall include all costs for providing a flagman for additional traffic control, as directed by the County, in addition to the requirements of MUTCD and GDOT.
 - 1. The flagman shall be certified and dedicated to maintaining and directing traffic flow. An individual who works part time as a flagman and part time as a laborer or acts in dual capacity will not be approved for payment under this item. Proof of certification may be required by the County prior to acceptance for payment.

2. Payment will be made for hours spent on site performing dedicated flagman duties, which may be a portion of a standard workday. Payment will be made only for hours documented and approved by the County.
- G. The unit price bid for Light plant shall include all costs for providing a light plant, including generator and lighting system, for night work, as directed by the County.
- H. The unit price bid for electronic message board shall include all costs for providing an electronic message board, as directed by the County.

INSPECTION OF WORK

Part 1 General

Scope

- A. The work covered by this Section includes the County's and Contractor's responsibilities and obligations regarding inspection of the work performed.

County's Inspection

- A. The County shall always have the right of access to and inspection of the work. Materials, equipment, and products shall be subject to the County's review as specified herein.
- B. The County is responsible for general surveillance of the work on behalf of the County. The County is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The County is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The County is not responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

Contractor's Duties

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.
- B. The Contractor shall correct to the satisfaction of the County, City or GDOT any work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the County.

END OF SECTION

CONSTRUCTION PHOTOGRAPHS

Part 1 General

Scope

- A. The Contractor shall furnish all equipment and labor materials required to provide the County with digital construction photographs of the Project. Photographs shall be provided on a flash drive.
- B. Photo and video files shall become the property of the County and none of the photographs herein shall be published without express permission of the County.

Pre and Post Construction Photographs

- A. Prior to the beginning of any work, the Contractor shall take project photographs of the work area to record existing conditions.
- B. Following completion of the work, photos shall be made showing the same areas and features as in the pre-construction photographs.
- C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions.
- D. The pre-construction photographs shall be submitted to the County within 7 calendar days after the date of receipt by the Contractor of Notice to Proceed. Post construction photographs shall be provided prior to final acceptance of the project.

Progress Photographs and Submittals

- A. Progress photograph files shall be provided on flash drives as well as hard copies.
- B. The file name of each photograph shall at a minimum contain the date the photograph was taken. All photographs shall be labeled to indicate date, time taken, and description of work shown.
- C. A minimum of 10 photographs shall be submitted with each request for payment. The view selection will be as agreed to with the County. One copy of each photograph shall be submitted. Failure to include photographs may be cause for rejection of the payment request.

END OF SECTION

- A. Contractor shall provide first aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.
- B. Maintenance: Contractor shall use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the County.
- C. Removal: Contractor shall remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

CLEANING

Part 1 General

Scope

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project..

Quality Assurance

- A. Daily, and more often, if necessary, conduct inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

Hazardous Material and Waste

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

Disposal of Surplus Materials

Unless otherwise shown on the Drawings, specified, or directed, the Contractor shall legally dispose from the site all surplus materials and equipment from demolition and shall provide suitable offsite disposal site, or utilize a site designated by the County.

Part 2 Products

Cleaning Materials and Equipment

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

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 County.

WARRANTIES AND BONDS

Part 1 General

Project Maintenance and Warranty

- A. The Contractor shall maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the County.
- B. The Contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the Work and/or County's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. If the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or because of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the County, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one-year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent

further occurrences. All related components which may have been damaged or rendered non serviceable because of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with standard installation procedures or improper maintenance, such as substitution of unauthorized replacement parts, materials , use of incorrect lubricants or chemicals, flagrant over or under tracking, maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty.

- F. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools, and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- G. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the County.
- H. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately, and it becomes necessary for the County of the road to make such repairs, the Contractor shall reimburse the County of the road for the cost of such repairs.
- I. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the County reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- J. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.

- K. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

END OF SECTION

PAVEMENT PATCHING

Part 1 General

Scope

- A. The extent of pavement patching consists of the repair of all pavements removed or damaged in the course of constructing the Project. The Contractor shall furnish all labor, material and equipment to prepare the existing roadbed for paving. Preparation shall be such that a smooth transition is obtained from newly paved areas to existing pavements.
- B. Pavement patching includes repair of paved roads, streets, highways, walkways, driveways, patios, slabs on grade, and parking lots together with walls, curbing, gutters and headers, and other pavements and appurtenances. Pavement referred to under this Section, refers to asphaltic, cementitious, brick, cobble, or other large stone pavement materials together with underlying construction, irrespective of its composition.

Job Conditions

- A. Traffic Control: Schedule and conduct Work in a manner which will minimize inconvenience to vehicular and pedestrian traffic. Provide flaggers, barricades, warning signs, warning lights, and other warning means as appropriate.
- B. Weather Limitations: Conduct all operations during weather conditions appropriate to the Work being performed.
- C. Grade Control: Establish and maintain lines and elevations which will assure finished pavement patch having desirable appearance, function and strength.

Submittals

Submit detailed material descriptions when requested by the Engineer.

Part 2 Products

Materials

- A. General: For products not described below, use materials and gradations which have locally exhibited a satisfactory record of previous usage, and which for finished visible surfaces will permit obtaining appearance, color and texture reasonably matching remaining adjacent pavement of the same type.
- B. Asphalt Concrete: Bituminous plant mixture of asphalt cement and aggregates complying with 9.5 mm Superpave hot plant mix of Section 828 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Constructions".
- C. Graded Aggregate Base: Uniform graded aggregate material complying with Section 815 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- D. Bituminous Prime: Cutback asphalt complying with Section 821 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- E. Bituminous Tack Coat: Asphalt material complying with Section 413, topics 413.01 through 413.04 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".
- F. Portland Cement Concrete: Concrete mix of Portland cement, aggregates, water, and air entraining admixture to produce the following properties: 3500 psi minimum compressive strength at 28 days per ASTM C39, 4 inches maximum slump per ASTM C143, and air content between 3% and 6%.
- G. Cold Mix: Uniform bituminous mixture of aggregate, asphaltic material and, if it is required, mineral filler complying with 9.5 mm Superpave cold mix of Section 401 of the Georgia Department of Transportation "Standard Specifications for Road and Bridge Construction".

Part 3 Execution

Pavement Cuts

Saw cut trench edges in paved areas to neat, straight lines before starting to break the pavement slab.

Backfill Placement

Place trench backfill materials in layers not more than six inches compacted thickness. Commence backfill immediately after utility is installed. Complete new replacement base construction immediately after trench backfill.

Inspection

Examine areas and conditions under which pavement patching will be conducted, giving special attention to stability of subbase. Do not proceed with pavement patching work until unsatisfactory conditions have been corrected.

Preparation

Saw cut any ragged edges of existing pavement, or in the case of concrete work, remove existing pavement to nearest joint. Remove all loose material from underlying and adjacent surfaces. In the preparation of an existing asphalt or concrete pavement for paving, the Contractor shall remove dirt, gravel, sod and other debris from the existing pavement edges, followed by brooming of the pavement surface. Voids, holes or depressions deeper than one (1) inch shall be filled and compacted with an HMA mixture.

Strength and Stability

Use materials and construction techniques as necessary to obtain strength, stability and durability of pavement patch at least equal to that of remaining adjacent pavement of the same type. As a minimum, conform to pavement patch details, if any, required elsewhere by the Contract Documents; and where such details are not provided, accomplish pavement patching utilizing strengths, thicknesses, etc. not less than that of remaining adjacent pavement of the same type.

Placing

- A. Construct pavement using methods and equipment in general use for the type of work being performed.
- B. Immediately after new base construction, cover pavement cut with steel plates or similar devices of sufficient thickness to span the cut without noticeable deflection. Maintain plates in place for not less than 48 hours and not more than 7 days and until the concrete base (if used) has gained sufficient strength to withstand traffic loads. Traffic may resume after installation of metal plates.
- C. Upon removal of the metal plates or similar devices, provide new pavement surface in accordance with one of the following options:
 1. Immediately apply new permanent pavement surface materials indicated.

or

2. Immediately apply bituminous cold mixture over bond breaker paper over new base. Monitor performance and repair or replace materials regularly to maintain smooth traffic surface until placement of permanent pavement surface materials. At Contractor's time selection prior to substantial completion, remove cold mix and bond breaker paper and provide new permanent pavement surface materials. If performance or maintenance of cold mix patch is unsatisfactory in the opinion of the Owner or Engineer, remove materials and provide new permanent pavement surface materials within 72 hours of notice by the Owner or Engineer.
- D. Traffic control devices in lieu of cover plates are permitted for pavement patching longitudinal to the street centerline in excess of 20 feet. Use traffic barricades, warning signs and lights, flagmen, and other means as appropriate to continuously control traffic 24 hours per day. Use devices such that at least 12 feet wide, one-way through traffic access is provided at all times. Upon removal of traffic control devices, install permanent pavement surface. The Contractor shall furnish all labor and equipment to maintain traffic in accordance with the 2009 Manual on Uniform Traffic Control Devices (MUTCD 2009) and most recent updates.
- E. Contractor assumes all responsibility for maintaining repairing and or replacing concrete base that may be damaged during curing period.
- F. For existing surface of Portland cement concrete, furnish new Portland cement concrete structure thickness, including base and pavement surface, of not less than eight inches; except for driveways and sidewalks which shall be not less than four inches thick.
- G. Provide not less than eight inches thickness of new graded aggregate base for replacement of asphalt concrete pavement at driveways, sidewalks and parking lots. When the existing pavement surface is gravel or stone or when a new gravel or stone base is constructed, the surface shall be graded and compacted by rolling to produce a smooth and uniform surface prior to paving with hot mix asphalt.
- H. For repair of asphalt concrete pavement, clean base and adjacent surfaces and apply bituminous tack coat or bituminous prime (as appropriate) to such surfaces before placing new asphalt concrete surface. A tack coat shall be applied at the rate of 0.03 to 0.10 gal per square yard immediately preceding the placement of each layer of hot mix asphalt.
- I. Temporary pavement markings will be furnished by the Contractor.
- J. The Contractor shall furnish all labor, equipment and materials to adjust to grade any existing castings for manholes, catch basins, inlets, and valve boxes. If an existing casting is determined to be unfit for further use, a new casting will be furnished by the Contractor

- K. The Contractor shall clean up and properly dispose of any excess materials and debris resulting from the work.

Finish

- A. Accomplish pavement patching using materials and techniques which result in visible, finished surfaces having appearance, color, and texture reasonably matching remaining adjacent pavement of the same type. Do not permit the finished surface to have dips, objectionable roughness or discontinuity or non-draining areas. Do not create any unsafe pavement condition.

Repairs

- A. If pavement patch or adjacent pavement settles or shows evidence of other distress resulting from the Work, cut pavement out, repair subgrade, and reconstruct patch. Do not place additional pavement material on top of unsatisfactory previously repaired surfaces. At expense of Contractor, repair any pavement which he damages beyond that minimum amount necessary to construct the Work.

END OF SECTION

REMOVING AND REPLACING PAVEMENT

Part 1 General

Scope

The work to be performed under this Section shall consist of removing and replacing existing pavement, sidewalks and curbs in paved areas where necessary for construction of sewers, manholes and all other sewer appurtenances and structures.

Submittals

- A. Certificates: Provide certificates stating that materials supplied comply with Specifications. Certificates shall be signed by the asphalt producer and the Contractor.
- B. Traffic paint manufacturer's application instructions and a description and other data relative to the Contractor's application equipment and methods shall be submitted to the County for approval.

Conditions

- A. Weather Limitations

1. Apply bituminous prime and tack coats only when the ambient temperature has been at least 55 degrees F for 12 hours immediately prior to application.
2. Do not conduct paving operations when surface is wet or contains excess of moisture which would prevent uniform distribution and required penetration.
3. Construct asphaltic courses only when atmospheric temperature in the shade is above 40 degrees F, when the underlying base is dry and when weather is not rainy.
4. Place base course when air temperature is above 35 degrees F and rising.

B. Grade Control: Establish and maintain the required lines and grades for each course during construction operations.

Part 2 Products

Materials and Construction

- A. Graded Aggregate Base Course: Graded aggregate base course shall be of uniform quality throughout and shall meet the requirements of Section 815.01 of the Georgia Department of Transportation Standard Specifications.
- B. Black Base: Black base course shall be of uniform quality throughout and shall conform to the requirements of Section 828 of the Georgia Department of Transportation Standard Specifications.
- C. Binder Course: The binder course of all paved roadways shall conform to the requirements of Section 400, 12.5 mm Superpave of the Georgia Department of Transportation Standard Specifications.
- D. Surface Course: The surface course for all pavement, including prime or tack coat when required by the County, shall conform to the requirements of Section 400, 9.5 mm Superpave of the Georgia Department of Transportation Standard Specifications.
- E. Concrete: Provide concrete and reinforcing for concrete pavement or base courses in accordance with the requirements of the Georgia Department of Transportation Standard Specifications, Section 430. Concrete shall be of the strength classifications shown on the Drawings.
- F. Special Surfaces: Where driveways or roadways are disturbed or damaged which are constructed of specialty type surfaces, e.g., brick or stone, these driveways and roadways shall be restored utilizing similar, if not original,

materials. Where the nature of these surfaces dictate, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

Types of Pavements

- A. General: All existing pavement removed, destroyed or damaged by construction shall be replaced with the same type and thickness of pavement as that existing prior to construction, unless otherwise directed by the County. Materials, equipment and construction methods used for paving work shall conform to the Georgia Department of Transportation specifications applicable to the particular type required for replacement, repair or new pavements.
- B. Aggregate Base: Aggregate base shall be constructed in accordance with the requirements of Section 310 of the Georgia Department of Transportation Standard Specifications. The maximum thickness to be laid in a single course shall be 6-inches compacted. If the design thickness of the base is more than 6-inches, it shall be constructed in two or more courses of approximate equal thickness. After the material placed has been shaped to line, grade and cross-section, it shall be rolled until the course has been uniformly compacted to at least 100 percent of the maximum dry density when Group 2 aggregate is used, or to at least 98 percent of maximum dry density when Group 1 aggregate is used.
- C. Concrete Pavement: Concrete pavement or base courses shall be replaced with concrete. The surface finish of the replaced concrete pavement shall conform to that of the existing pavement. The surface of the replaced concrete base course shall be left rough. The slab depth shall be equivalent to the existing concrete pavement or base course, but in no case less than 6-inches thick. Transverse and longitudinal joints removed from concrete pavement shall be replaced at the same locations and to the same types and dimensions as those removed. Concrete pavements or concrete base courses shall be reinforced.
- D. Asphaltic Concrete Base, Binder and Surface Course: Asphaltic concrete base, binder and surface course construction shall conform to Georgia Department of Transportation Standard Specifications, Section 400. The pavement mixture shall not be spread until the designated surface has been previously cleaned and prepared, is intact, firm, properly cured, dry, and the tack coat has been applied. Apply and compact the base in maximum layer thickness by asphalt spreader equipment of design and operation approved by the County. After compaction, the black base shall be smooth and true to established profiles and sections. Apply and compact [binder and] the surface course in a manner approved by the County. Immediately correct any high, low or defective areas by cutting out the course, replacing with fresh hot mix, and immediately compacting to conform and thoroughly bond to the surrounding area.

- E. Surface Treatment Pavement: Bituminous penetration surface treatment pavement shall be replaced with a minimum thickness of 1-inch conforming to Section 424, Georgia Department of Transportation Standard Specifications.
- F. Gravel Surfaces: Existing gravel road, drive and parking area replacement shall meet the requirements of graded aggregate base course. This surfacing may be authorized by the County as a temporary surface for paved streets until replacement of hard surfaced pavement is authorized.
- G. Temporary Measures: During the time period between pavement removal and complete replacement of permanent pavement, maintain highways, streets and roadways by the use of steel running plates anchored to prevent movement. The backfill above the pipe shall be compacted to 100% of the maximum laboratory dry density up to the existing pavement surface to provide support for the steel running plates. All pavement shall be replaced within seven calendar days of its removal.

Part 3 **Execution**
Replacing Pavement

- A. Preparation of Subgrade: Upon completion of backfilling and compaction of the backfill, arrange to have the compaction tested by an independent testing laboratory approved by the County. After compaction testing has been satisfactorily completed, replace all pavements, sidewalks and curbs removed.
 - 1. The existing street pavement or surface shall be removed along the lines of the work for the allowable width specified for the trench or structure. After the installation of the sewerage or water works facilities and after the backfill has been compacted suitably, the additional width of pavement to be removed, as shown on the Drawings, shall be done immediately prior to replacing the pavement.
 - 2. Trench backfill shall be compacted for the full depth of the trench to 90% of the maximum laboratory dry density.
 - 3. Temporary trench backfill along streets and driveways shall include 6-inches of crushed stone or cherty clay as a temporary surfacing of the trenches. This temporary surface shall be maintained carefully at grade and dust-free by the Contractor until the backfill of the trench has thoroughly compacted in the opinion of the County and permission is granted to replace the street pavement.
 - 4. When temporary crushed stone or chert surface is considered by the County to be sufficient surface for gravel pavement, the surface shall be graded smooth and to an elevation that will make the final permanent surfacing level with the adjacent surfacing that was undisturbed.

B. Pavement Replacement

1. Prior to replacing pavement, make a final cut in concrete pavement 12-inches back from the edge of the damaged pavement with a concrete saw. Remove asphalt pavement 12-inches back from the edge of the damaged pavement using pavement shearing equipment, jack hammers or other suitable tools.
2. Replace all street and roadway pavement as shown on the Drawings. Replace driveways, sidewalks and curbs with the same material, to nearest existing undisturbed construction joint and to the same dimensions as those existing.
3. If the temporary crushed stone or chert surface is to be replaced, the top 6-inches shall be removed and the crushed stone surfacing for unpaved streets or the base for the bituminous surface shall be placed.
4. Following this preparation, the chert or crushed stone base shall be primed with a suitable bituminous material and surfaced with the proper type of bituminous surface treatment.
5. Where the paved surface is to be replaced with asphaltic concrete pavement, concrete pavement or with a concrete base and a surface course, the temporary chert or crushed stone surface and any necessary backfill material, additional existing paving and new excavation shall be removed to the depth and width shown on the Drawings. All edges of the existing pavement shall be cut to a straight, vertical edge. Care shall be used to get a smooth joint between the old and new pavement and to produce an even surface on the completed street. Concrete base slabs and crushed stone bases, if required, shall be placed and allowed to cure for three days before bituminous concrete surface courses are applied. Expansion joints, where applicable, shall be replaced in a manner equal to the original joint.
6. Where driveways or roadways, constructed of specialty type surfaces, e.g., brick or stone are disturbed or damaged, these driveways and roadways shall be restored utilizing similar materials. Where the nature of these surfaces dictates, a specialty contractor shall be used to restore the surfaces to their previous or better condition. Special surfaces shall be removed and replaced to the limits to which they were disturbed.

Pavement Resurfacing: Certain areas to be resurfaced are specified or noted on the Drawings. After all pipe line installations are complete and existing pavement has been removed and the trench route has been repaired, mill entire area to be resurfaced 1-1/2 inches, then apply tack coat and 1-1/2 inches of 9.5 mm Superpave surface course as

specified.. Where pavement to be resurfaced has been damaged with potholes, the Contractor shall remove all existing loose pavement material and fill the hole with black base, as specified, to the level of the existing pavement.

Valve Box Adjustment

This work shall consist of excavating as necessary and adjusting existing valves box castings where adjustment is required to meet the new pavement grade.

The concrete collar foundation and pavement restoration shall meet the requirements of the detail for valve adjustment.

Prior to placing the top course asphalt concrete, the Contractor shall cut out the existing pavement to it's full depth and six-inches (6") outside the outer edges of the top section of the existing gas valve box castings and make any other excavation necessary to remove the castings.

Cutting the existing pavement shall be done with a circular saw and in a manner to avoid cracking abutting portions of pavement.

The top section of the valve box shall then be raised to meet the new grade of the proposed top course of resurfacing. The top section of the valve box shall be supported on a six-inch (6") concrete collar foundation six-inches (6") in depth. When the concrete collar has sufficiently hardened, the excavated area shall be backfilled and properly tamped with selected material to the subgrade of the existing pavement and pavement restoration made. After the concrete pavement has cured for the required period, the Contractor shall proceed with his paving operations.

If the valve box castings or covers are damaged caused by the Contractor's operations, repair and/or replacements shall be made at no expense to the County.

Pavement Striping: Pavement striping removed or paved over shall be replaced with the same type, dimension and material as original unless directed otherwise by the County.

Thermoplastic traffic stripe materials and installation shall be in accordance with Georgia DOT Specification Section 653 and 661.

Preformed plastic pavement marking materials and installation shall be in accordance with Georgia DOT Specification Section 657.

Paint traffic stripe materials and installation shall be in accordance with Georgia DOT Specification Section 652.

Sidewalk and Curb Replacement

A. Construction

1. All concrete sidewalks and curbs shall be replaced with concrete.
2. Preformed joints shall be 1/2-inch thick, conforming to the latest edition of AASHTO M59 for sidewalks and AASHTO M 123 for curbs.
3. Forms for sidewalks shall be of wood or metal, shall be straight and free from warp, and shall be of sufficient strength, when in place, to

hold the concrete true to line and grade without springing or distorting.

4. Forms for curbs shall be metal and of an approved section. They shall be straight and free from distortions, showing no vertical variation greater than 1/8-inch in 10 feet and no lateral variation greater than 1/4-inch in 10 feet from the true plain surface on the vertical face of the form. Forms shall be of the full depth of the structure and constructed such to permit the inside forms to be securely fastened to the outside forms.
5. Securely hold forms in place true to the lines and grades indicated on the Drawings.
6. Wood forms may be used on sharp turns and for special sections, as approved by the County. Where wooden forms are used, they shall be free from warp and shall be the nominal depth of the structure.
7. All mortar and dirt shall be removed from forms and all forms shall be thoroughly oiled or wetted before any concrete is deposited.

B. When a section is removed, the existing sidewalk or curb shall be cut to a neat line, perpendicular to both the centerline and the surface of the concrete slab. Existing concrete shall be cut along the nearest existing construction joints; if such joints do not exist, the cut shall be made at minimum distances shown on the Drawings.

C. Existing concrete sidewalks and curbs that have been cut and removed for construction purposes shall be replaced with the same width and surface as the portion removed. Sidewalks shall have a minimum uniform thickness of 4-inches. The new work shall be neatly jointed to the existing concrete so that the surface of the new work shall form an even, unbroken plane with the existing surfaces.

D. The subgrade shall be formed by excavating to a depth equal to the thickness of the concrete, plus 2-inches. Subgrade shall be of such width as to permit the proper installation and bracing of the forms. Subgrades shall be compacted by hand tamping or rolling. Soft, yielding or unstable material shall be removed and backfilled with satisfactory material. Place 2-inches of porous crushed stone under all sidewalks and curbs and compacted thoroughly, then finish to a smooth, unyielding surface at proper line, grade and cross section.

E. Joint for Curbs

1. Joints shall be constructed as indicated on the Drawings and as specified. Construct joints true to line with their faces perpendicular to the surface of the structure and within 1/4-inch of their designated position.

2. Thoroughly spade and compact the concrete at the faces of all joints filling all voids.
3. Install expansion joint materials at the point of curve at all street returns. Install expansion joint material behind the curb at abutment to sidewalks and adjacent structures.
4. Place contraction joints every 10 feet along the length of the curbs and gutters. Form contraction joints using steel templates or division plates which conform to the cross section of the structure. Leave the templates in place until the concrete has set sufficiently to hold its shape but remove them while the forms are still in place. Contraction joint templates or plates shall not extend below the top of the steel reinforcement or they shall be notched to permit the reinforcement to be continuous through the joint. Contraction joints shall be a minimum of 1-1/2-inches deep.

F. Expansion joints shall be required to replace any removed expansion joints or in new construction wherever shown on the Drawings. Expansion joints shall be true and even, shall present a satisfactory appearance, and shall extend to within 1/2-inch of the top of finished concrete surface.

G. Finishing

1. Strike off the surface with a template and finish the surface with a wood float using heavy pressure, after which, contraction joints shall be made and the surface finished with a wood float or steel trowel.
2. Finish the face of the curbs at the top and bottom with an approved finishing tool of the radius indicated on the Drawings.
3. Finish edges with an approved finishing tool having a 1/4-inch radius.
4. Provide a final broom finish by lightly combing with a stiff broom after troweling is complete.
5. The finished surface shall not vary more than 1/8-inch in 10 feet from the established grade.

H. Driveway and Sidewalk Ramp Openings

1. Provide driveway openings of the widths and at the locations indicated on the Drawings and as directed by the County.
2. Provide sidewalk ramp openings as indicated on the Drawings, in conformance with the applicable regulations and as directed by the County.

I. Concrete shall be suitably protected from freezing and excessive heat. It shall be kept covered with burlap or other suitable material and kept wet until cured. Provide necessary barricades to protect the work. All damage caused by people, vehicles, animals, rain, the Contractor's operations and the like shall be repaired by the Contractor, at no additional expense to the County.

J. Wheelchair Ramps

1. Construct a ramp according to the detail. Tie ramp into adjacent paved or unpaved sidewalk and use a rough or textured finish.
2. Locate and form expansion joints for curb cut wheelchair ramps according to the detail.

K. Granite Curb

Any granite curb within the project limits shall be carefully removed and stored for reuse. Any curb damaged during removal shall be replaced. Granite curb installation and material shall meet the requirements of Georgia Department of Transportation Specification 437.

Maintenance

The Contractor shall maintain the surfaces of roadways built and pavements replaced until the acceptance of the Project. Maintenance shall include replacement, scraping, reshaping, wetting and rerolling as necessary to prevent raveling of the road material, the preservation of reasonably smooth surfaces and the repair of damaged or unsatisfactory surfaces, to the satisfaction of the County. Maintenance shall include sprinkling as may be necessary to abate dust from the gravel surfaces.

Supervision and Approval

- A. Pavement restoration shall meet the requirements of the regulatory agency responsible for the pavement. Obtain agency approval of pavement restorations before requesting final payment.
- B. Obtain the County's approval of restoration of pavement, such as private roads and drives, which are not the responsibility of a regulatory agency.
- C. Complete pavement restoration as soon as possible after backfilling.
- D. Failure of Pavement: Should any pavement restoration or repairs fail or settle during the life of the Contract, including the bonded period, promptly restore or repair defects.

Cleaning

The Contractor shall remove all surplus excavation materials and debris from the street surfaces and rights-of-way and shall restore street, roadway or sidewalk surfacing to its original condition.

END OF SECTION

MANHOLE ADJUSTMENT

Part 1 General

Scope

- A. The work covered by this Section consists of furnishing and installing all materials and labor necessary to raise or lower manholes as shown on the Drawings, directed by the County, or specified herein.

Part 2 Products

Materials

- A. All materials shall be as specified in Section 02730 of these Specifications.

Part 3 Execution

General

- A. Final manhole cover level shall be flush with final road surface.
- B. For outfalls, manhole cover level shall be approximately 24 inches above ground level unless otherwise directed by the County.
- C. Safety: Pay particular attention to the requirements for confined space entry and the use of gas monitors and ventilation systems.

Adjusting up to 3 inches

- A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.
- B. Take measurements to determine exact height of risers to be used.
- C. Add appropriately sized steel risers to ring to raise cover up to 3-inches in height. If using plastic risers, use combinations of 1-inch or 1½ -inch risers.
- D. Replace manhole cover.

Adjusting greater than 3 inches and less than 12 inches

- A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.
- B. Take measurements to determine exact height of adjustment required.
- C. Check for utility locates. If there are any missing utility locates, do not excavate, contact the County immediately.
- D. For any excavation work around utilities, perform hand digging until all marked utilities have been exposed and secured.
- E. For manholes located in paved areas, saw cut a 60-inch by 60-inch square around manhole cover.
- F. Excavate all material up to a minimum of 10-inches deep around manhole within 60-inch by 60-inch square area.
- G. Remove manhole frame and cover to expose cone.
- H. Add an appropriate number of pre-cast concrete spacers to cone.
- I. If brick layers are found, remove brick and replace with pre-cast concrete spacers.
- J. Use at least $\frac{3}{4}$ -inch of non-shrink grout between spacers.
- K. Replace manhole frame and seal with at least $\frac{3}{4}$ -inch non-shrink grout.
- L. For roadways, backfill using crusher run or other approved material. Compact in 6-inch layers using mechanical tamper, compacted up to 10-inches below ground surface.

Adjusting for 12 inches and greater.

- A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.
- B. Take measurements to determine exact height of adjustment required. Determine what combination of manhole risers, pre-cast concrete spacers, and steel or plastic riser rings will be utilized to achieve required adjustment. Obtain approval from County prior to initiating adjustment work.
- C. Check for utility locates. If there are any missing utility locates, do not excavate, contact the County immediately.

- D. For any excavation work around utilities, perform hand digging until all marked utilities have been exposed and secured.
- E. For manholes located in paved areas, saw cut a 60-inch by 60-inch square around manhole cover.
- F. Excavate all material around manhole within 60-inch by 60-inch square area to the depth required for the adjustment, using the method of trench stabilization recommended for the specific soil types, depth, and general site conditions per reference material provided as part of the competent person certification.
- G. Remove manhole frame, cover, and cone to expose manhole.
- H. Add an appropriate number of manhole risers and pre-cast concrete spacers.
- I. Seal all joints on the inside with non-shrink grout. Use at least $\frac{3}{4}$ -inch of non-shrink grout between spacers.
- J. If brick layers are found, remove brick and replace with pre-cast concrete spacers.
- K. Replace manhole frame and seal with at least $\frac{3}{4}$ -inch non-shrink grout.
- L. For roadways, backfill using crusher run or other approved material. Compact in 6-inch layers using mechanical tamper, compacted up to 10-inches below ground surface.

General Clean Up and Restoration

- A. In paved areas, after final backfill and compaction, coat the vertical wall faces of the cut pavement with a solution of Portland cement and water mixed to a consistency of heavy paint.
- B. Fill the top 10-inches of the excavation with Class "A" high early strength Portland cement that has been dyed to match the surrounding pavement.
- C. Before leaving the job site, the area should be thoroughly cleared of all surplus material, debris and tools.
- D. Submit completed work order form.

END OF SECTION

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$368,045.00 (Three Hundred Sixty Eight Thousand, Forty Five Dollars and Zero Cents), which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

SECTION 2 BID FORM

1.

PRICING

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	EXTENDED COST
CONTRACTOR MOBILIZATION / DEMOLILIZATION					
1.	For Projects less than \$25,000	50	Each	1500	75,000
2.	For Projects \$25,000 to \$75,000	20	Each	2000	40,000
3.	For Projects more than \$75,000	5	Each	2500	12,500
DRIVEWAY AND ROAD REPAIR AND REPLACEMENT					
4.	Utility Patch Repair	50	Square Yard	20	1000
5.	Gravel Driveway Replacement	10	Square Yard	20	200
6.	Asphalt Driveway Replacement	60	Square Yard	10	600
7.	Concrete Driveway – Residential	100	Square Yard	18	1800
8.	Concrete Driveway – Commercial	100	Square Yard	18	1800
9.	Concrete Sidewalk	500	Square Yard	18	9000
10.	Type A Wheelchair Ramp	10	Each	200	2000
11.	Type B Wheelchair Ramp	10	Each	200	2000
12.	Type C Wheelchair Ramp	10	Each	200	2000
13.	Type D Wheelchair Ramp	10	Each	200	2000
14.	24-inch Concrete Curb and Gutter	200	Linear Foot	10	2000
15.	30-inch Concrete Curb and Gutter	200	Linear Foot	12	2400
16.	Granite Curb	200	Linear	10	2000

			Foot		
17.	Single-wing Catchbasin Top	20	Each	450	9000
18.	Double-wing Catchbasin Top	20	Each	550	11,000
19.	Catchbasin with Casting with Hood – Type A Top	10	Each	500	5000
20.	Type E with Hood Drop Inlet Top	10	Each	500	5000
21.	Adjust Existing Manhole Cover to Grade	10	Each	50	500
22.	Adjust Existing Precast Manhole	20	Each	100	2000
23.	Adjust Existing Brick Manhole	5	Each	100	500
24.	Valve Adjustment in Pavement	20	Each	18	360
25.	Asphalt Pavement Removal and Replacement (Type A Cut Repair)	500	Square Yard	40	20,000
26.	Asphalt Pavement Removal and Replacement (Type C Cut Repair)	1,000	Square Yard	30	30,000
27.	Road Surface Milling, Less than 50 SY	1,000	Square Yard	3.00	3000
28.	Road Surface Milling, 50 SY to 200 SY	2,000	Square Yard	3.00	6000
29.	Road Surface Milling, 200 SY to 5,000 SY	2,000	Square Yard	3.00	6000
30.	Road Surface Milling, More than 5,000 SY	5,000	Square Yard	3.00	15,000
31.	Road Surface Overlay, Less than 50 SY	1,000	Square Yard	3.00	3000
32.	Road Surface Overlay, 50 SY to 200 SY	2,000	Square Yard	3.00	6000
33.	Road Surface Overlay, 200 SY to 5,000 SY	2,000	Square Yard	3.00	6000
34.	Road Surface Overlay, More than 5,000 SY	5,000	Square Yard	3.00	15000
35.	4- or 5- Std. DOT Striping - Paint	2000	Linear Foot	.50	1000
36.	4- or 5- Std. DOT	2000	Linear	.50	1000

	Striping Thermoplastic		Foot	.50	
37.	Std. DOT Stop Bar – Paint	1000	Linear Foot	.50	500
38.	Std. DOT TYPE 1 Turn Arrow – Thermoplastic	50	Linear Foot	.10	5.00
39.	Std. DOT TYPE 1 Turn Arrow – Paint	50	Each	.10	500
40.	Std. DOT TYPE 2 Turn Arrow – Thermoplastic	50	Each	.10	500
41.	Std. DOT TYPE 2 Turn Arrow – Paint	50	Each	.10	500
42.	Std. DOT Symbol – ONLY - Paint	30	Each	.10	300
43.	Std. DOT Symbol – ONLY - Thermoplastic	30	Each	.10	300
44.	Std. DOT 6 x 40 Quadrupole Loop	20	Each	.10	200

TRAFFIC CONTROL

45.	Std. DOT Plastic Road Barrier	50	Each/DAY	3.00	150
46.	MUTCD Std. Safety Barrel	100	Each/DAY	3.00	300
47.	Police Cruiser	50	Hour	50 ⁰⁰	2500
48.	Certified Flagman	100	Hour	25 ⁰⁰	2500
49.	Light Plant	100	Hour	20 ⁰⁰	2000

TRAFFIC CONTROL

50.	Electronic Message Board	5	Each/DAY	60 ⁰⁰	300
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EROSION AND SEDIMENT CONTROL

51.	Construction Exit	5	Each	1200	6000
52.	Reinforced Silt Fence Type S	300	Linear Foot	5.00	1500
53.	Hay Bale Check Dams	30	Each	5.00	150
54.	Inlet Sediment Traps	10	Each	500	5000
55.	Pigs-in-Blanket	10	Each	125	1250
56.	Tree Protection Fence	300	Linear Foot	.50	150
57.	Temporary Seeding	2,000	Square Yard	.35	700
58.	Permanent Seeding	2,000	Square Yard	.54	1080
59.	Sod Grassing	2,000	Square Yard	20 ⁰⁰	40,000

OWNER CONTROLLED CONTINGENCY					
60.	Owner Controlled Contingency				\$50,000.00
	<i>TOTAL BASE BID AMOUNT (lines 1-60)</i>				<i>277,375⁰⁰</i>

EXHIBIT E

PURCHASING FORMS



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	<i>The K&E Group USA, LLC</i>
Project No. and Project Title:	<i>#25 ITB1421243A-ST Standby Utility Pavement Patching & Patching Svcs.</i>

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government 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.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1222166

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

8-15-17

Date of Authorization

The K&E Group USA

Authorized Officer or Agent
(Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Kemi Inegbedion

Printed Name (of Authorized Officer or Agent of Contractor)

Kemi Inegbedion

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

23rd DAY OF *September*, 20*25*

Felicia E. Manker

Notary Public

My Commission Expires: *8-27-27*

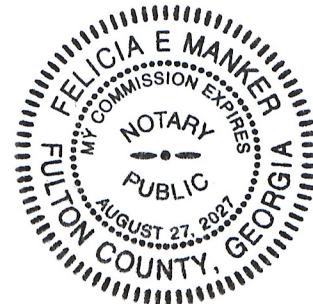
President

Title (of Authorized Officer or Agent of Contractor)

9-23-25

Date Signed

[NOTARY SEAL]



* 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).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	ACS Concrete Conyers
Project No. and Project Title:	25ITB141243A-ST Standby Utility Pavement Patching & Patching Services

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 (name of contractor) on behalf of (name of public employer) 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.

808747

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Michelle Payne

Authorized Officer of Agent
(Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Michelle Payne

Printed Name (of Authorized Officer or Agent of Contractor)

Michelle Payne

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

23rd DAY OF September, 20 25

Felicia E. Manker

Notary Public

My Commission Expires: 8-27-24

8-25-14

Date of Authorization

Dawn Secretary

Title (of Authorized Officer or Agent of Contractor)

9-23-25

Date Signed

[NOTARY SEAL]



* 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).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Kemi Construction Company, Inc.
Project No. and Project Title:	25ITBI421243A-ST Standby Utility Pavement Patching & Patching Services

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 (name of contractor) on behalf of (name of public employer) 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.

226111
Federal Work Authorization User Identification
Number (EEV/E-Verify Company Identification
Number)

June 29, 2009
Date of Authorization

Rufus Oladapo
Authorized Officer of Agent
(Name of Subcontractor)

I hereby declare under penalty of
perjury that the foregoing is true and
correct

Rufus Oladapo
Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

President
Title (of Authorized Officer or Agent of Contractor)
9/19/25
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
23rd DAY OF September, 2025
Felicia E Manker
Notary Public

My Commission Expires: 8-27-27

[NOTARY SEAL]



* 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 C: 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.

Kemi Inegbedion (President) 250 Robinson Dr, Ste D Fayetteville Ga
Ehimen Inegbedion (General Manager) 250 Robinson Dr Ste D, Fayetteville, Ga

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.

Our company has made significant growth. We have been undertaking more complex & skilled jobs. The job sizes have increased that caused us to use new vendors & subcontractors. The purchasing of equipment & vehicles has help us to grow more too.

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.

No

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 or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (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 23 day of September, 2025

Kemi Inegbedion

(Legal Name of Proponent)

(Date)

Kemi Inegbedion 9-23-25

(Signature of Authorized Representative) (Date)

President

(Title)

Sworn to and subscribed before me,

This 23rd day of September, 2025

Felicia E. Manker

(Notary Public)

(Seal)

Commission Expires 8-27-27

(Date)



FORM D: 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 Subcontractor/Sub-Consultant

Professional License Type:

Utility Manager

Professional License Number:

UM000769

Expiration Date of License:

4/30/2027

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

Signed:

Karen D. Jr.

Date:

7-23-25

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Rufus Jalyeola Oladapo

Address: 120 Rehoboth Circle

Atlanta GA 30331

Primary Source License Information

Lic #:	UM000769	Profession:	Utility	Type:	Utility Manager
Secondary:		Method:	Examination	Status:	Active
Issued:	6/21/1995	Expires:	4/30/2027	Last Renewal Date:	4/21/2025

Associated Licenses

Relationship: Supervisor

Licensee:	Kemi Construction Co Inc	License Type:	Utility Contractor
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License #:	UC300571	License Status:	Active
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Established:		Association Date:	3/6/2003
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Type:	Prerequisite	Expiry:	
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Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: May 7, 2025 12:51:35Data current as of: May 7, 2025 12:28:18

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

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

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

(BUSINESS NAME)

(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) (Seal)

Commission Expires: _____

(Date)

N/R

STATE OF GEORGIA
COUNTY OF FULTON

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

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

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

(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)

(Seal)

Commission Expires: _____

(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (*Kemi Inegbedion*),

President
Title

The K&E Group USA, LLC
Company 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) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) 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) 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) 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) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: *Kemi Inegbedion*

TITLE: *President*

SIGNATURE: *Kemi Ofori*

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form must be completed and submitted with the bid/proposal. All prime bidders/proposers must submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name The K'E Group USA, LLC

ITB/RFP Name & Number: Standby Utility Pavement Patching & Patching Svcs.

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is NOT , is a minority or female owned and controlled business enterprise. African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (Wfbe); Small Business (SBE); Service Disable Veteran (SDVBE) Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.
- Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or 30 %

2. This information below must be completed and submitted with the bid/proposal if a joint venture (JV) approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. (COMPLETE Exhibit B2 FORM)

Total Dollar Value of Certified Subcontractors: (\$)

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Kenni Construction Co. Inc.	mlewis@kenniconstruction.com	College Park, GA 404-349-8228	AABE		AABE MBE	Paving, Concrete Sidewalk		20%
ACS Concrete Conyers	acsconcrete@bellsouth.net	Conyers, GA				Concrete, Sidewalk.		10%

EXHIBIT C
FORM SUBCONTRACTOR

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Kemi Construction Co. Inc.	2550 Westpoint Ave. College Park, GA 30337	Marion Lewis	Mlewis@kemiconstruction.com	404-349-8223	Paving, Patching, Asphalt, Concrete.	DBE MBE	Successful
ACS Concrete Copyers	1400 General Atts Rd. Ste. L Copyers, GA 30012	Douglas Payne	acsconcrete@bellsouth.net	770 761-7002	Concrete, Sidewalk		Successful
Company Name: The K&E Group USA, LLC	Project # & Title: 25ITB1421243A-ST Standby Utility Pavement & Patching Services	Date: 9-23-25					
Printed Signature: 							

EXHIBIT C
FORM SUBCONTRACTOR

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
ACS Concrete Conyers	1400 General Arts Rd. St. L Conyers GA 30012	Douglas Payne	acsconcrete@bellsouth.net	7707617002	Concrete, Sidewalk	MBE	Contacted, Sent info.
MBW Trucking	Lithonia, GA	Mike Griffin		678-886-3640	Hauling	AABE MBE	Contacted via phone/text
ATL Aggregates LLC	P.O. Box 653 Conley, GA	Supplier	atl aggregates@gmail.com		Concrete, GAB	MBE	Contacted

injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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 (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

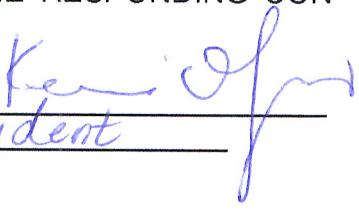
COMPANY: The K&E Group USA LLC SIGNATURE: 
NAME: Remi Iniegbedido TITLE: President
DATE: 9-23-25

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 01-16-2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Berkshire Hathaway Direct Insurance Company 1314 Douglas Street, Suite 1400 Omaha, NE 68102	CONTACT NAME: PHONE 1-800-507-4495 (A/C, No, Ext): E-MAIL: ADDRESS: Service@threeinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Berkshire Hathaway Direct Insurance Company NAIC # 10391
	INSURER B : _____
	INSURER C : _____
INSURER D : _____	
INSURER E : _____	
INSURER F : _____	

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUB R	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YYY)	LIMITS		REVISION NUMBER:			
A	COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <input checked="" type="checkbox"/> CI AIMS-MADE </div> <div style="flex: 1;"> <input checked="" type="checkbox"/> OCCUR </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <small>GLNL AGGRGATE LIMIT APPLIES PLR:</small> </div> <div style="flex: 1;"> <input checked="" type="checkbox"/> POLICY </div> <div style="flex: 1;"> <input type="checkbox"/> PROJECT </div> <div style="flex: 1;"> <input type="checkbox"/> LOC </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <small>OTHER:</small> </div> <div style="flex: 1;"></div> </div>	X	X	CP140203400P2024	01/11/2025	01/11/2026	EACH OCCURRENCE \$ 2,000,000	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000	MED EXP (Any one person) \$ 5,000	PERSONAL & ADV INJURY \$ 2,000,000	CLNLRL AGGRGATE \$ 5,000,000	PRODUCTS - COMP/OP AGG \$ SEE GENERAL AGGRGATE
	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000						MED EXP (Any one person) \$ 5,000	PERSONAL & ADV INJURY \$ 2,000,000	CLNLRL AGGRGATE \$ 5,000,000	PRODUCTS - COMP/OP AGG \$ SEE GENERAL AGGRGATE		
	MED EXP (Any one person) \$ 5,000						PERSONAL & ADV INJURY \$ 2,000,000	CLNLRL AGGRGATE \$ 5,000,000	PRODUCTS - COMP/OP AGG \$ SEE GENERAL AGGRGATE			
	PERSONAL & ADV INJURY \$ 2,000,000						CLNLRL AGGRGATE \$ 5,000,000	PRODUCTS - COMP/OP AGG \$ SEE GENERAL AGGRGATE				
	CLNLRL AGGRGATE \$ 5,000,000						PRODUCTS - COMP/OP AGG \$ SEE GENERAL AGGRGATE					
	PRODUCTS - COMP/OP AGG \$ SEE GENERAL AGGRGATE											
A	AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <small>ANY AUTO</small> </div> <div style="flex: 1;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <small>OWNED AUTOS ONLY</small> </div> <div style="flex: 1;"> <small>Hired AUTOS ONLY</small> </div> <div style="flex: 1;"> <small>SCHEDULED AUTOS</small> </div> <div style="flex: 1;"> <small>NON-OWNED AUTOS ONLY</small> </div> </div>	X	CP140203400P2024	01/11/2025	01/11/2026	COMINLD SINGLE LIMIT (Per accident) \$	BODILY INJURY (Per person) \$	BODILY INJURY (Per accident) \$	PROPERTY DAMAGE (Per accident) \$	HIRLD AND NON - OWNED \$ 2,000,000/5,000,000	EACH OCCURRENCE \$	
	BODILY INJURY (Per person) \$					BODILY INJURY (Per accident) \$	PROPERTY DAMAGE (Per accident) \$	HIRLD AND NON - OWNED \$ 2,000,000/5,000,000	AGGREGATE \$			
	BODILY INJURY (Per accident) \$					PROPERTY DAMAGE (Per accident) \$	HIRLD AND NON - OWNED \$ 2,000,000/5,000,000	EACH OCCURRENCE \$				
	PROPERTY DAMAGE (Per accident) \$					HIRLD AND NON - OWNED \$ 2,000,000/5,000,000	AGGREGATE \$					
	HIRLD AND NON - OWNED \$ 2,000,000/5,000,000					EACH OCCURRENCE \$						
	EACH OCCURRENCE \$											
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <small>(Mandatory in NH)</small> <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	N/A	CP140203400P2024	01/11/2025	01/11/2026	<input checked="" type="checkbox"/> PER STATUE	<input checked="" type="checkbox"/> OTHER	<input checked="" type="checkbox"/>				
	LL. LAC-H ACCIDENT \$ 2,000,000					LL. DISEASE - EA EMPLOYEE \$ 2,000,000	LL. DISEASE - POLICY LIMIT \$ 5,000,000					
	LL. LAC-H ACCIDENT \$ 2,000,000					LL. DISEASE - EA EMPLOYEE \$ 2,000,000	LL. DISEASE - POLICY LIMIT \$ 5,000,000					
	LL. LAC-H ACCIDENT \$ 2,000,000					LL. DISEASE - EA EMPLOYEE \$ 2,000,000	LL. DISEASE - POLICY LIMIT \$ 5,000,000					
A	ERRORS & OMISSIONS <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <small>OCCUR</small> </div> <div style="flex: 1;"> <input checked="" type="checkbox"/> X </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <small>CYBER</small> </div> <div style="flex: 1;"> <input checked="" type="checkbox"/> X </div> </div>	X	CP140203400P2024	01/11/2025	01/11/2026	PerOccur Aggregate \$ 2,000,000 / 5,000,000						
	PerOccur Aggregate \$ 2,000,000 / 5,000,000											
	PerOccur Aggregate \$ 2,000,000 / 5,000,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)												
The certificate holder is named an additional insured.												

CERTIFICATE HOLDER Fulton County Government Purchasing & Contract Compliance Dept 130 Peachtree St. SW, Ste 116B Atlanta, GA 30303	CANCELLATION <small>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</small>
<small>AUTHORIZED REPRESENTATIVE</small>	

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DocuSign INSTRUCTIONS

The DocuSign instructions below explain the following:

- How to sign a DocuSign document
- How to seal a DocuSign document
- How to upload attachments to a DocuSign document

How to sign a DocuSign document

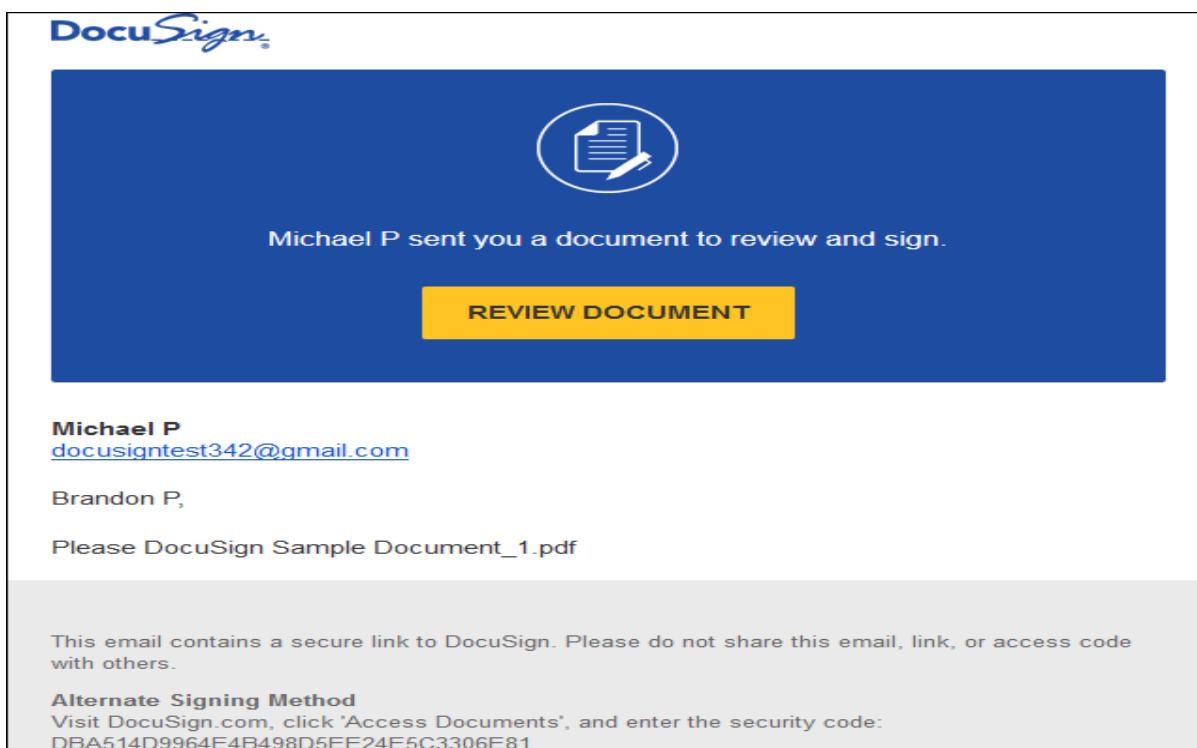
When someone sends you a DocuSign document for your electronic signature, you will receive an email from DocuSign sent on behalf of the sender (Fulton County Government).

Step 1: Review the DocuSign email

Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

Note: Your experience as a signer may also vary depending on how the document sender wants you to sign. New signers have a different experience than returning signers and signers with a DocuSign account. To learn more, watch [Sign Video](#) by clicking the link.

[Sign Video](#)



Step 2: Agree to sign electronically

Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**. Click **CONTINUE** to begin the signing process.

Please Review & Act on These Documents

 **Michael Palmer**
DocuSign Customer Service

 I agree to use Electronic Records and **CONTINUE** **OTHER ACTIONS ▾**

Signatures

DocuSign Envelope ID: 424E4A41-987E-4179-883E-DA3CEF1818D8

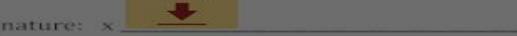
Sample Document

Primary Signer

Name: Michael Palmer

Gender: Male Female

Married:

Signature:  **SIGN** 

Date: 12/2/2014

DocuSign English (US) ▾ | Terms Of Use & Privacy ▾ | Copyright © 2014 DocuSign Inc.

Important! To view and sign the documents, you must agree to conduct business electronically.

Note: To view additional options, click **OTHER ACTIONS**. For more information of other actions available, please review our Signing Documentation.

Step 3: Start the signing process

1. Click the **START** tag on the left to begin the signing process.

START  DocuSign Envelope ID: 424E4A41-987E-4179-883E-DA3CEF1818D8

Sample Document

You are taken to the first tag requiring your action.

 **SIGN**  **SIGN** 

Signature: x

2. Click the **SIGN** tag. You are asked to Adopt Your Signature.

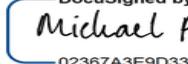
Adopt Your Signature

Confirm your name, initials, and signature.

Full Name **Initials**

[Select Style](#) [Draw](#)

Preview

DocuSigned by:

02367A3E9D33485...


DS
MP

[Change Style](#)

By clicking Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

ADOPT AND SIGN **CANCEL**

Step 4: Verify your name

Verify that your name and initials are correct. If not, change them as needed.

Step 5: Adopt a signature

Do one of the following:

- Accept the default signature and initial style, and go to the next step.
- Click **Change Style**, and select a different signature option.
- Click **Draw**. Draw your signature/initials using a mouse, or your finger or a stylus on a touchscreen.

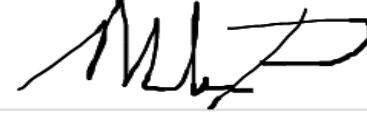
Adopt Your Signature

Confirm your name, initials, and signature.

Full Name **Initials**

[Select Style](#) [Draw](#)

Draw your signature [Clear](#)



By clicking Adopt and Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents, including legally binding contracts - just the same as a pen-and-paper signature or initial.

ADOPT AND SIGN **CANCEL**

Step 6: Save your signature

Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

Step 7: Confirm signing

When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH**.

AGREED TO:	
Social Security Number	<input type="text" value="000-00-0000"/>
Signature	
Printed Name	David Guerrero
Date:	7/14/2014
AGREED TO:	
Signature \s2\	<input type="text"/>
Printed Name \s2\	<input type="text"/>
Date:	<input type="text"/>

A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

How to Seal a Document

Step 1: To save the signature and seal

- Please get a white sheet of paper
- Sign and affix the seal to the paper
- Scan signature and seal to desktop (**Scan cannot be saved as .pdf. Must be saved as .jpeg or .bmp**)
- Or take a picture of the signature and seal with cell phone camera – send picture to email then save to desktop
- Once seal is properly saved to desktop and correct format (.jpeg or .bmp) – Open electronic contract from DocuSign email
- Correctly fill out designated fields
- Here is an example of a signed seal.



- If you are required to affix seal; you will be prompted to populate these fields:
Once you double click the signature flag on the contract, it will bring you to this screen
- Upload the document

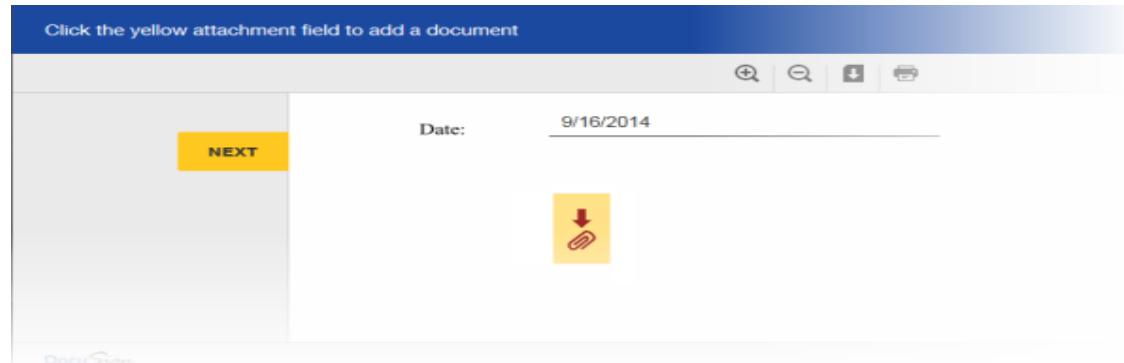


- After you Click **UPLOAD**, you will be taken to the following screen
- Click **UPLOAD YOUR SIGNATURE**
- This action will send you to your desktop
- Select the save Seal image
- Then the Signature and Seal will be uploaded to the electronic document

How to upload attachments to a DocuSign document

The Signer Attachment feature has a request for the signer to provide supporting documentation to the sender by uploading to the DocuSign® envelope during the signing process.

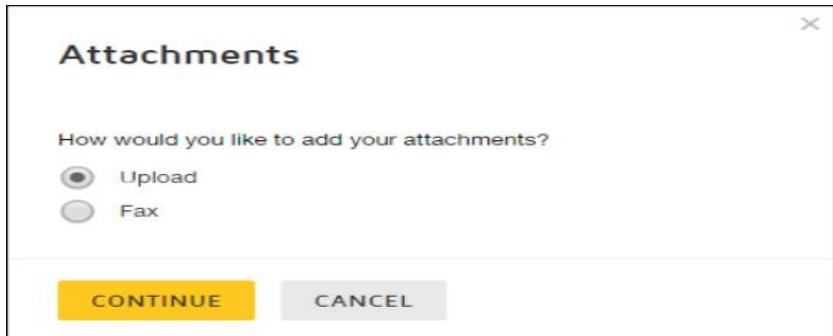
When the signer reaches an attachment field, the signer is prompted to provide a document.



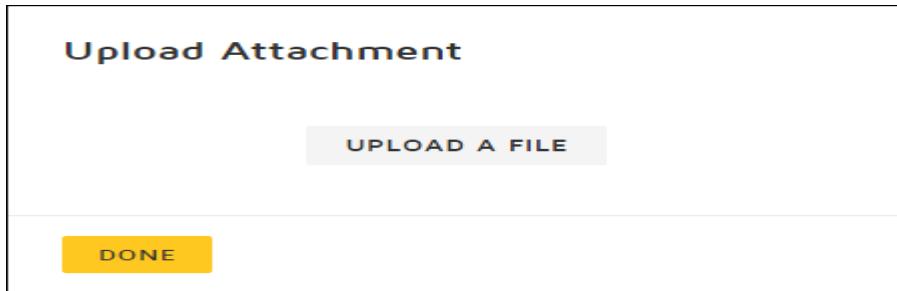
The steps taken by the signer depends on how they will submit the requested documents; by uploading them. The signer follows the instructions below:

Uploading Your Documents

If you want to upload the requested document, you must have an electronic copy (such as a scanned copy) of the document saved as a file on your computer. Click the attachment field, the Attachments dialog box is shown.



To upload the files, select **Upload** and click **CONTINUE**.



After uploading the file, you will be asked if you want to add another attachment. Add other attachments as needed following the same upload process.

After uploading the attachments, click **DONE** to continue the signing process. The system attaches the file as a new page after the current page and replaces the attachment field with an upload icon.

After uploading all your attachments, finish adding any more information to the document and review the documents.

After the documents have been uploaded and all other tags are filled out or signed, you can complete the signing process normally.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

The Insurance Company
12345678
The Insurance Company Service Center
10000 Good Street
Anytown, GA 30301

CONTACT

NAME: _____
PHONE: (888) 555-9876
(A/C, No, Ext): _____

FAX (888) 555-9877
(A/C, No): _____

E-MAIL: _____
ADDRESS: _____

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURED

INC
999 Any Street NW
ATLANTA GA 30303-1234

INSURER A: The Fire Insurance Company

12345

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

INSURER F: _____

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			11 XXX ZI000	01/01/2023	01/01/2024	EACH OCCURRENCE	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input checked="" type="checkbox"/> General Liability	<input checked="" type="checkbox"/>					MED EXP (Any one person)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$100,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			11 XXX ZI000	01/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/>		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/>	OCCUR CLAIMS-MADE				EACH OCCURRENCE	\$1,000,000
A	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		11 XXX ZI000	01/01/2023	01/01/2024	AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHE-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>		0123456789	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE -EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is a "Additionally Insured" per the Coverage Form attached to this policy.

CERTIFICATE HOLDER

Fulton County Government
141 PRYOR ST SW
ATLANTA GA 30303-3408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGN HERE

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Certificate Of Completion

Envelope Id: A82B68FA-CF63-44F4-A89F-F47E1F202104

Status: Completed

Subject: Complete with DocuSign: Contract 25ITB1421243A-ST Standby Utility Pavement.pdf, DocuSign Instru...

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 93

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Shondra Turner

AutoNav: Enabled

Stamps: 1

141 Pryor Street

EnvelopeD Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30303

shondra.turner@fultoncountyga.gov

IP Address: 134.231.232.249

Record Tracking

Status: Original

11/10/2025 12:47:20 PM

Holder: Shondra Turner

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

Signer Events

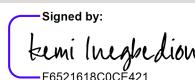
Kemi Inegbedion

kemi@thekegroup.us

President

Security Level: Email, Account Authentication (None)

Signature


Signed by:
F6521618C0CE421...

Signature Adoption: Pre-selected Style

Using IP Address:

2601:c4:4486:7710:414f:eb06:33c4:a125

Timestamp

Sent: 11/10/2025 1:25:46 PM

Viewed: 11/10/2025 1:37:29 PM

Signed: 11/10/2025 1:40:01 PM

Electronic Record and Signature Disclosure:

Accepted: 11/10/2025 1:37:29 PM

ID: 6f682596-8d72-4a8b-bfba-073004d1bfb9

David Clark

david.clark@fultoncountyga.gov

Director

Public Works

Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:
David Clark

65CE1C9FDD834B8...

Signature Adoption: Pre-selected Style

Using IP Address: 74.174.59.10

Sent: 11/10/2025 1:40:04 PM

Viewed: 11/10/2025 1:43:48 PM

Signed: 11/10/2025 1:43:54 PM

Electronic Record and Signature Disclosure:

Accepted: 11/13/2017 1:07:14 PM

ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

David Lowman

david.lowman@fultoncountyga.gov

Security Level: Email, Account Authentication (None)

Signature


Signed by:
David Lowman

0EC92EADAEFB4B8...

Signature Adoption: Pre-selected Style

Using IP Address: 74.174.59.4

Sent: 11/10/2025 1:43:57 PM

Viewed: 11/10/2025 2:23:22 PM

Signed: 11/10/2025 2:28:24 PM

Electronic Record and Signature Disclosure:

Accepted: 11/10/2025 2:23:22 PM

ID: e50fcb35-650a-4122-9600-a238bacf5ad4

Signer Events	Signature	Timestamp
Nikki Peterson Nikki.Peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 66.56.23.82	Sent: 11/10/2025 2:28:27 PM Viewed: 11/12/2025 10:28:12 AM Signed: 11/12/2025 10:28:38 AM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)	 Signed by: Robert L Pitts 14E1B4AA5F6A44A...	Sent: 11/12/2025 10:28:42 AM Viewed: 11/12/2025 11:33:54 AM Signed: 11/12/2025 11:34:07 AM
Electronic Record and Signature Disclosure: Accepted: 11/12/2025 11:33:54 AM ID: b04e30e0-ab00-4ce7-8387-cd3e058e40a5	Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	
Tonya Grier Tonya.Grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	 Signed by: Tonya Grier EEC476C4837648D...	Sent: 11/12/2025 11:34:10 AM Viewed: 11/12/2025 11:38:17 AM Signed: 11/12/2025 11:38:31 AM
	Signature Adoption: Uploaded Signature Image Using IP Address: 136.226.3.92	
Electronic Record and Signature Disclosure: Accepted: 10/27/2025 11:21:47 AM ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Shondra Turner shondra.turner@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/12/2025 11:38:35 AM Resent: 11/12/2025 11:38:46 AM Viewed: 11/12/2025 4:06:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/12/2025 11:38:37 AM Viewed: 11/13/2025 3:26:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/12/2025 11:38:38 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/10/2025 1:25:46 PM
Certified Delivered	Security Checked	11/12/2025 11:38:17 AM
Signing Complete	Security Checked	11/12/2025 11:38:31 AM
Completed	Security Checked	11/12/2025 11:38:39 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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