



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

NOTICE – REQUEST FOR QUALIFICATIONS & PRICE PROPOSAL

DATE ISSUED: AUGUST 31, 2009

RFQ/P # 30-007

Sealed submittals from firms will be received by the Purchasing Department of the Hall County Commissioners at 116 Spring Street SW, Suite 12, Gainesville, GA 30501 until 3:00 pm, legally prevailing time on September 29, 2009 for:

**Request for Qualifications and Price Proposal for
North Hall Community Center and Park Design Services**

After the time and in a designated room and place, the names of the Companies submitting proposals will be publicly read. No further information will be read, discussed or provided until the evaluation of all submittals is completed. No extension of the bidding period will be made other than by a formal written addendum.

The Hall County Board of Commissioners is soliciting for a qualified firm to design the North Hall Community Center and Park. The park may include, but not limited to, the following amenities: a 51,168 square feet community center, outdoor walking/jogging track, little league sized baseball fields, concession/restroom facility, multi purpose fields, tennis courts, and a children's play area. Possible long-term amenities include hiking/bicycling trails and camping sites. See Attachment "A" for a concept layout and Attachment "B" for concept building floor plan.

Proposal documents may be obtained by going to our website at hallcounty.org then click on Bids & Proposals in the left hand column. Click on the Bid # 30-007 and fill out the requested information and click submit and this will send an automatic request to our office. You can also contact us in the Purchasing Office at 116 Spring Street SW, Suite 12, Gainesville, GA 30501 or Phone (770.535.8270) Fax (770) 531.7112 to obtain the information at no charge. **This is the only official release site for this request for proposals or any addenda that may be issued for same.**

A **mandatory** pre-bid conference visit will be conducted on Thursday, September 17, 2009. The conference will begin at 10:00 AM. All prospective firms are encouraged to visit the project area (Attachment C) prior to attending the meeting. Meeting site is located at Hall County Courthouse Annex in the Commissioner's Work Session Room located at 116 Spring Street SW, Gainesville, GA 30501. Directions can be obtained from the Purchasing Office at 770-535-8270. This meeting is **mandatory** for bid submission eligibility.

All proposals will be evaluated in accordance with applicable Hall County rules, regulations and laws. This bid will be evaluated using a multi-step process. The first step is to evaluate **“proposal”** submissions. Factors to be considered in the evaluation include: ability of the professional staff, approach to project, experience on similar projects, performance on past projects and references for same services. This step will result in a “shortlist of qualified firms”. During the evaluation process, the selection committee and the County reserve the right, when it may serve the County’s best interest to request information or clarification from proposers or to allow corrections of errors or omissions. Once the “short list” is compiled, the second step is to evaluate **“price proposal”**, which should have been submitted at the same time in **separate sealed envelopes**. The sealed cost proposals shall be returned unopened to the bidders that are not short listed upon request. The firms short listed may be invited to interview with the committee.

Bid Bond, Payment Bond and Performance Bond will not be required. Successful bidder will be required to provide insurance in the amount of at least (\$1,000,000.00) one million dollars as required by paragraph 17 of the “terms and conditions” of these documents.

Your submittal must have a signature in its **“original form”**. Hall County suggests you provide a “cover letter” to the submittal to ensure this. Please submit six (6) copies (1 marked original and 5 marked copy).

No bid may be withdrawn for a period of (60) sixty days after time has been called on the date of opening.

The County reserves the right to retain all proposals submitted and use any idea (s) in a proposal regardless of whether that proposal is selected. The County shall have the right to waive any informality or irregularity in any bid received.

The County shall reserve the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. Award of Contract will not be solely based on low bid, but also on quality, references and other subjective criteria as the County may deem necessary and as the County may determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Bidder.

All technical questions should be directed to Tim Sims, Purchasing Manager, P.O. Box 1435 Gainesville, GA 30503, phone: 770-535-8270, fax: 770-531-7112 and email: tsims@hallcounty.org.

Hall County Board of Commissioners

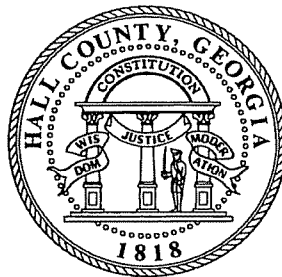
Tim Sims
Purchasing Director
Hall County Board of Commission

Hall County Board of Commissioners

Request for Qualifications and Proposal

#30-007

North Hall Community Center and Park Design Services



August 31, 2009

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INTRODUCTION

The purpose of this project is for the design and construction of a Community Park in the North Hall area. This park will be owned and operated by the Hall County Board of Commissioners Parks and Leisure Services Department.

BACKGROUND AND DESCRIPTION

The voters in Hall County passed the county's sixth SPLOST program in March 2009. SPLOST VI included funding for the development of a North Hall Park. The park will be constructed on a 127.26 acre tract. The total budget for this project is \$9,377,921 (\$4,877,921 for park infrastructure and outdoor amenities and \$4,500,000 for the community center). This budget includes design and construction of the park.

The park may include, but not limited to, the following amenities: a 51,168 square feet Community Center, Outdoor walking/jogging track, Little League sized baseball fields, Concession/restroom facility, Multi purpose fields, Tennis courts, and a children's play area. Possible long-term amenities include hiking/bicycling trails and camping sites. See Attachment "A" for a concept layout and Attachment "B" for concept building floor plan.

The selected consultant will be expected to evaluate multiple design alternatives taking into consideration topography, utilities, construction costs, and other factors to recommend a preferred location and construction schedule for all of the amenities of the park. The consultant may be required to coordinate with other agencies, e.g. Georgia Environmental Protection Division, Georgia Department of Transportation, US Army Corps of Engineers, utility companies, etc.

All prospective consultant firms are encouraged to visit the project area prior to submitting a proposal. A mandatory pre-bid conference will be held on September 17, 2009 at 10:00 am for this project. The meeting will be held at the Hall County Courthouse Annex located at 116 Spring St SW, Gainesville, GA 30501. The subject property is located on Nopone Road near the intersection of Cleveland Highway/US 129 (see Attachment C).

Hall County may utilize this site as a mitigation bank for impacts from other projects off-site. The selected consultant should be prepared to perform any aspects of the establishment of the mitigation bank.

SCOPE OF WORK

The selected Consultant will be responsible for all facets of this project throughout the Preliminary Engineering phase. The consultant will also be responsible for construction administration of this project. Hall County anticipates retaining the services of a Construction Manager at Risk to perform the contracting portion of this Project.

The selected consultant shall be responsible for the following:

1. Master Plan - The consultant shall evaluate the park property and provide Hall County with alternatives for the placement of the park amenities. The consultant will be responsible for providing Hall County with detailed cost estimates for the development of the park. Bi-weekly progress meetings and briefings with interested parties are expected for selection and approval of the final master plan.
2. Detailed Design – The consultant shall prepare site development and building plans which will include, but not be limited to:
 - A. Site Plan
 - B. Grading/Earthwork Plan
 - C. Erosion, Sedimentation, and Pollution Control Plan
 - D. Watershed Management Plan
 - E. Utility Plan
 - F. Roadway Improvement Plans
 - G. Park Amenity Plan
 - H. Building Floor Plan
 - I. Structural Plan
 - J. HVAC Plan
 - K. Electrical Plan
 - L. Domestic Water Plan
 - M. Fire Protection Plan
 - N. Life Safety Plan
 - O. Data and Telephone Plan
 - P. Details

The selected consultant shall perform all surveys, mapping, soil investigation studies, etc. needed for the design of the project. Regular progress meetings are expected during this phase of the project.

3. Permitting - The selected consultant shall route plans through appropriate regulatory agencies and obtain applicable permits.
4. Bidding - The selected consultant shall prepare a reproducible set of bid specifications, quantities, and plans, provide response to contractor inquiries, attend pre-bid meeting, review construction bids, make recommendation of award, and other functions as required by Hall County and Construction Manager (CM) at Risk to get this project to construction. The consultant will remain part of the project team throughout the construction process to provide technical support to Hall County and the CM at Risk. All documents prepared shall be made available to Hall County and/or the CM at Risk for bidding conforming to applicable local, state, and federal requirements.
5. Construction Administration - The selected consultant will perform construction oversight throughout the duration of the project. Construction administration will include, but not be limited to, the following:

- A. Weekly site visits and submit a status report to Hall County

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- B. Conduct a bi-weekly construction progress meeting with Hall County and the CM at Risk to discuss the project and progress.
 - C. Verify all invoices submitted by the construction contractor.
 - D. Review all request for change orders and provide Hall County a recommendation to accept or deny change orders.
 - E. As-built drawings noting any changes to the original construction drawings.
 - F. The consultant will obtain from the CM at Risk and deliver to the owner three (3) copies of all warranties, maintenance and operational manuals, sub-contractor warranties and releases, testing verifications, etc. The copies are to be submitted in hardback, vinyl covered, three ring notebooks.
6. The selected consultant shall perform all, but not limited to, the above referenced items for the successful completion of this phase of the project.

CONTENT AND FORMAT OF PROPOSALS

Proposals shall be bound and contain a maximum of 35 pages (cover page, schedule, and section dividers are not included in total). The following shall be addressed as a minimum, with sections tabbed with numbers as follows:

1. Introductory Letter
 - A. Firm Name
 - B. Address
 - C. Contact Name
 - D. Former Firm Names, Joint Venture Information, Out of State Offices, if applicable
 - E. A clear and concise response as to why Hall County should select your firm for this project.

Note: Failure to meet this requirement will be considered "non - responsive", and the entire submittal will be rejected.
2. Experience and Workload

Firm Experience and workload

 - A. A detailed description of similar projects successfully completed by the firm in the past three to five years and a detailed description of results of that work.
 - B. Cite specific projects of a similar nature. A minimum of three (3) similar projects is required. Include the name and telephone number of a contact person for each client who can verify the information provided.
 - C. Listing of all projects completed for Hall County within the last five (5) years.
 - D. Listing of current projects, percent complete, and total possible workload.
 - E. Cite specific projects where the firm worked with a Construction Manager at Risk.
 - F. Gross income of the firm.

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Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.

Firm Personnel Experience

- A. A listing of team personnel who will actually be assigned to perform substantial amount of the work on this project.
- B. Provide a resume and experience record for each person, including years of experience, education, and anticipated amount of time each will actually work on this project and location of each person.
- C. At least one member of the design team must be registered as a professional engineer as appropriate to the scope of work, in their state of residence and in the State of Georgia. This member of the team may be a sub-consultant.
- D. At least one member of the design team must be registered as a professional architect in the State of Georgia and their state of residence. This member of the team may be a sub-consultant.

Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.

Sub-Consultant Personnel Experience

- A. Names and addresses of any outside consultants or associates proposed to be involved in this project.
- B. Include each sub-consultant’s office location, experience, and qualifications as described above for firm’s personnel.

Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.

- 3. **Project Approach** – Provide a detailed description of how the firm proposes to approach this project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Provide a breakdown and description of tasks assigned to project team members.

Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.

- 4. **Project Schedule** – Provide a proposed time schedule and a method of assuring that the time schedule is met, including the name of the person responsible for the time schedule. Provide a proposed time schedule for completion of key tasks in each phase and the method to assure that the time schedule will be met.

Note: Failure to meet this requirement will be considered “non - responsive”, and the entire submittal will be rejected.

Hall County reserves the right to reject any and all proposals.

SELECTION PROCESS

The selection process will include a Selection Committee. The committee will evaluate the proposals and qualifications presented by the interested consultants (**Step One**). If necessary the committee will schedule interviews of the “short-listed” consultants (**Step Two**). After the committee narrows the field to the top candidates, fee proposals of the “short-listed” candidates

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will be evaluated and ranked (**Step Three**). Any selection made as a result of this notice will be made without regard to race, color, religion, sex, or national origin.

OTHER INFORMATION

Interested consultants shall submit six (6) copies, one (1) marked Original and five (5) marked copy, of qualifications and a fee proposal in a separate sealed envelope to the following address:

Courier Service (FedEx, UPS) or Hand Delivery:

Tim Sims, Purchasing Manager
Hall County Board of Commissioners
Courthouse Annex
116 Spring St., SW
Gainesville, GA 30501

Mailing Address:

Tim Sims, Purchasing Manager
Hall County Board of Commissioners
P.O. Drawer 1435
Gainesville, GA 30503

All questions regarding this RFQ shall be submitted in writing to:

Tim Sims, Purchasing Manager
Hall County Board of Commissioners
P.O. Drawer 1435
Gainesville, GA 30503
Fax: (770) 531-7112
Email: tsims@hallcounty.org



HALL COUNTY BOARD OF COMMISSIONERS

S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S.
Citizenship and Immigration Service (USCIS).*

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each Contractor is urged to fill out the Affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each Contractor/Vendor.**

PROCEDURE

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE



HALL COUNTY BOARD OF COMMISSIONERS

S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S.
Citizenship and Immigration Service (USCIS).*

AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date _____

Printed Name

Vendor's / Contractor's E-VERIFY #

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

North Hall Community Center and Park Design Services

This agreement, made and entered into this the _____ day of _____, 2009 by and between the Board of Commissioners of Hall County, Georgia (hereinafter referred to as "County") and _____ hereinafter referred to as "contractor").

Witnesseth:

Whereas, the County intends to provide for **North Hall Community Center and Park Design Services** per the bid RFQ/P #30-007 herein referred to as the "project" and has entered into an agreement for the necessary services provided by the project, and _____

Whereas, the Contractor desires to perform the project.

Hall County's Request for Qualifications/Proposal #30-007 issued on August 31, 2009 for **North Hall Community Center and Park Design Services** and the bidders response, (all originals are on file in the Hall County Purchasing Department, 116 Spring Street SW, Gainesville, Georgia 30501) and this contract are all incorporated into and made a part of this agreement by reference.

(Insert here total cost schedule)
(Insert here scope of work)

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this agreement be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid, or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

SUBSCRIBED AND SWORN TO

HALL COUNTY, GEORGIA

IN OUR PRESENCE THIS

DAY OF _____, 2009

NOTARY

COMM. EXPIRES:

**BY: TOM OLIVER, CHAIRMAN
BOARD OF COMMISSIONERS**

SUBSCRIBED AND SWORN TO

CONTRACTOR

IN OUR PRESENCE THIS

DAY OF _____, 2009

NOTARY COMM EXPIRES:

BY: _____

PRESIDENT

V. SUPPLEMENTARY TERMS AND CONDITIONS --- REQUEST FOR PROPOSALS

1. **Changes:** no change will be made to this request for proposals except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.
2. **Signing of proposal:** failure to sign your proposal in the proper space provided on part ii of bid will force your bid to be declared as "non-responsive" and not considered for award.
3. **Bid acceptance time:** bids requiring acceptance by the County in less than sixty (60) calendar days could be rejected, unless so stated on **Bidder's response pages** and accepted by the County.
4. **Bid identification:** all bids submitted as a result of this Request for Proposals must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **RFP #30-007 opening on September 29, 2009 @ 3:00 p.m.**
5. **Withdrawal of bids:** bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.
6. **Bonds:**
 - a. **Bid Bond:** Not required.
 - b. **Payment and Performance Bonds:** Not required.
7. **Site inspections:** The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for proposal. A site inspections are not a mandatory requirement to submit a proposal and is not required for this RFP.
8. **Award of contract:** award will be made to that responsible bidder whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
 - 8.1 **Site Inspections:** The vendor, in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the secretary of labor, which is incorporated herein by reference.
10. **Exceptions to specifications:** any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the **bid schedule** if supplied. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this request for proposals and so stated.

11. Proposal results: interested parties may request, in writing, bid **tabulation** by sending a self addressed, stamped envelope with their request to: Hall County Purchasing Department, P.O. Drawer 1435, Gainesville, Georgia 30503.

12. Payment: payments will be made upon all items completed each month or completion of all work and acceptance by County on invoices submitted and approved.

12.1. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (HB 837; 13 OCGA Chapter 11 et seq.).

13. Retainage: Not applicable

14. Discounts: prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this request for proposals. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.

15. Inquiries regarding payment: all inquiries regarding payment of invoices are to be directed to Accounts Payable (770) 531-4939 or: Hall County Commissioners, Attn: Accounts Payable, P.O. Drawer 1435, Gainesville, Georgia 30503.

16. Execution of contract: subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of "**Notice of Award**". The date of presentation shall be deemed to be the postmark date. The successful proposer's proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent.

17. Certificate of insurance: the professional agrees to procure all of the insurance specified below:

17.1. Workers' Compensation Insurance for all employees who are engaged in the work under the contract.

17.2. Public Liability and Motor Vehicle Liability Insurance - the professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:

17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.

17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.

17.3 Professional Liability Insurance - the professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.

17.4. The insurance company must be licensed to do business in the state of Georgia.

17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.

17.6. 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 OCGA 33-24-44.

17.7. Each policy of insurance required under this agreement shall x1 provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.

17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.

17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.

18. Inclusion: all items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.

19. Regulatory Agencies: successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).

20. Independent contractors: the proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The proposer shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of hall county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

21. Assignment of contractual rights: it is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

22. Starting time: work will commence within ten (10) calendar days after being issued a "Notice to Proceed" on the project and commence in a routine, orderly manner until completion and acceptance by the county.

23. Indemnity: successful proposer agrees, if entering into a contract as a result of this request for proposals, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his employees or agents, under said contract.

24. Termination: pursuant to o.c.g.a. 36-60-13, if applicable, any contract resulting from this request for proposals, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the hall county commission.

25. Appropriation of Funds: initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

26. Cancellation for cause: should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.

27. Anti-discrimination clause: "Hall County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

28: Changes to Contract: no change will be made to this contract except by written modification by the Contracts Administrator.

29. Questions: All questions concerning this Request for Proposal should be directed to the buyer whose name appears on the cover page unless otherwise directed.

**CERTIFICATION OF
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____ and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. "As part of the subcontracting agreement with the Consultant, certifies to the Hall County that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
3. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

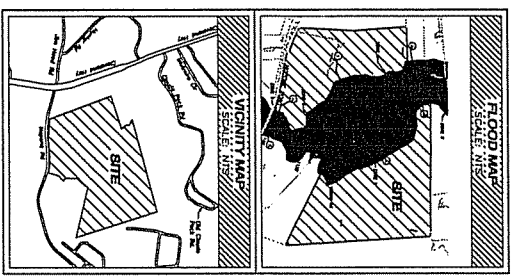
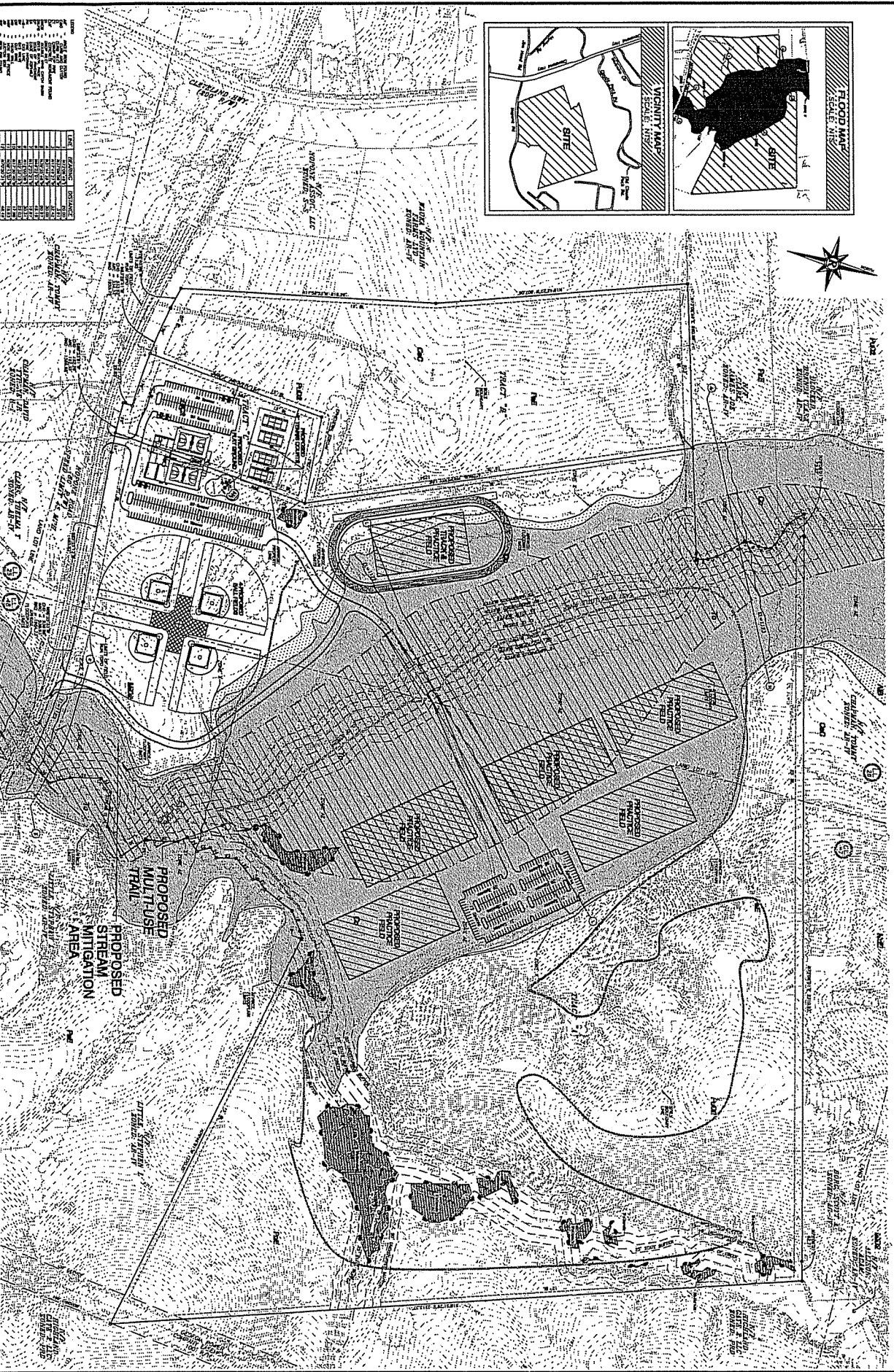
THIS MAP WAS PREPARED BY THE SURVEYING DEPARTMENT OF THE ROYAL CANADIAN MOUNTED POLICE (RCMP) ON BEHALF OF THE GOVERNMENT OF CANADA. IT IS A TECHNICAL DRAWING AND NOT A PHOTOGRAPH. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYING DEPARTMENT OF THE RCMP. THE GOVERNMENT OF CANADA ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY ARISING FROM THE USE OF THIS MAP.

NO.	DESCRIPTION	DATE
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Attachment "A"

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PROPOSED MULTIPLE USE TRAIL
PROPOSED STREAM MITIGATION AREA



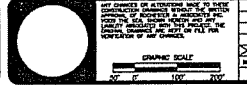
PROPOSED MULTIPLE USE TRAIL
PROPOSED STREAM MITIGATION AREA

CLIENT:
HALL COUNTY ENGINEERING DEPT.
P.O. DRAWER 143
GAINESVILLE, GA. 30603
(770) 531-6800
24 HOUR CONTACT:
JODY WOODALL
(770) 531-6800

ENGINEERING CONTACT:
ROCHESTER & ASSOCIATES, INC.
MR. ERIC CERNI
(770) 718-6600

SURVEY CONTACT:
ROCHESTER & ASSOCIATES, INC.
MR. ERIC CERNI
(770) 718-6600

DATE: 1/1/00
DRAWN BY: J. WOODALL
CHECKED BY: E. CERNI
APPROVED BY: E. CERNI

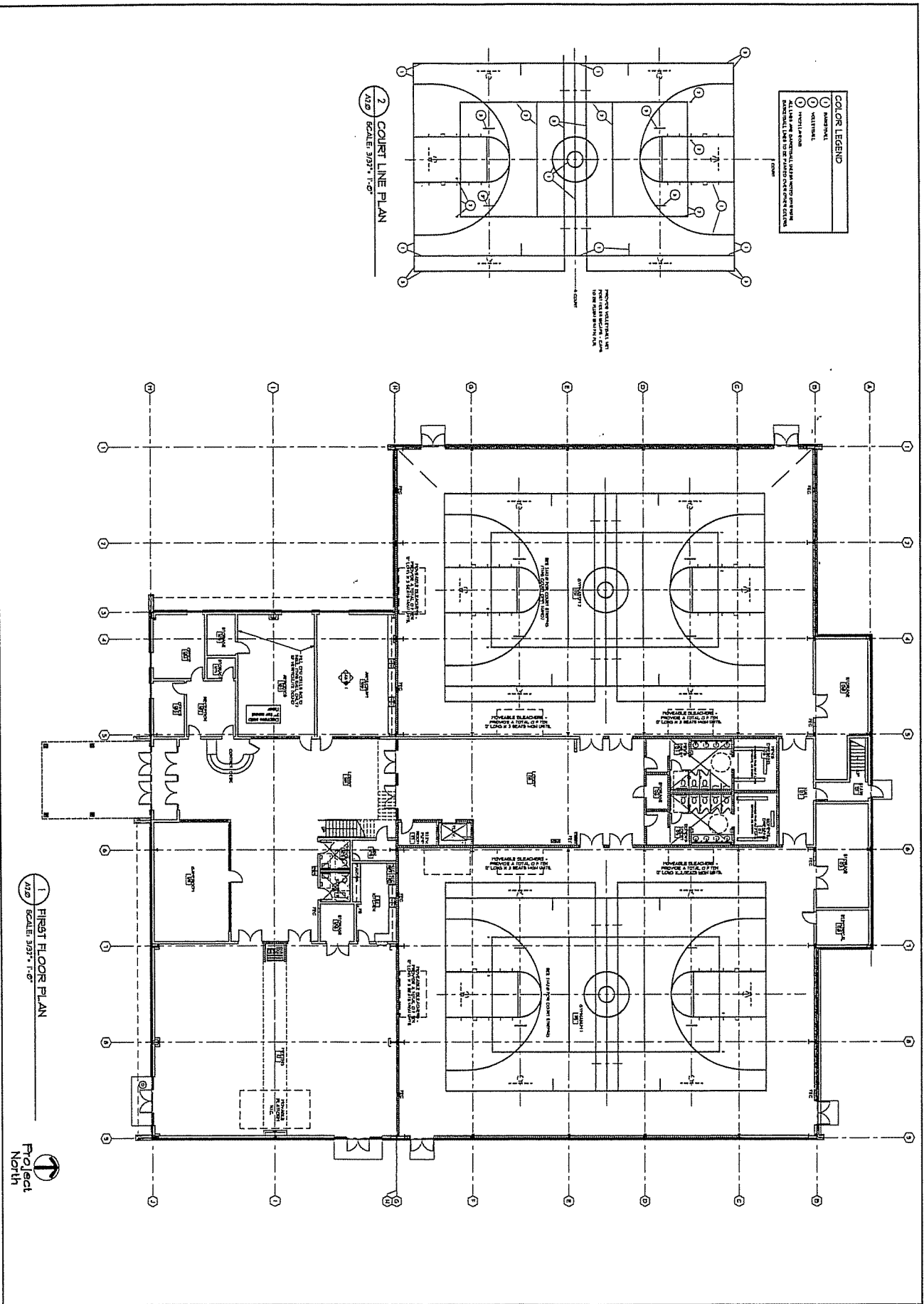


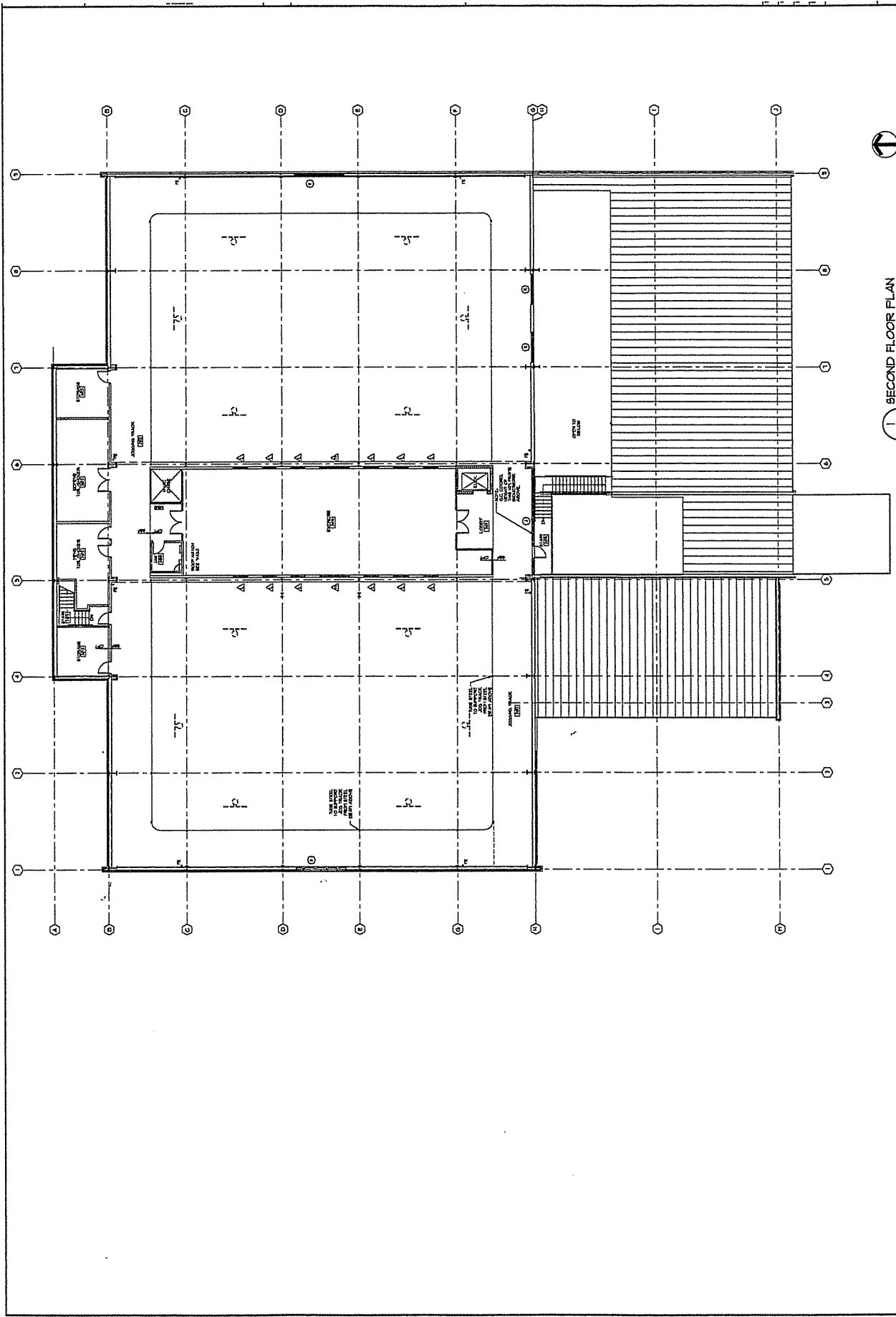
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OVERALL CONSTRAINTS MAP
FOR 1
NOPONE ROAD TRACT

LOCATED IN
LAND, LOT 18 & 17
S. 1/4, SEC. 18, T. 1N, R. 1E
HALL COUNTY, GEORGIA

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30601
(770) 718-6600 (770) 718-6600 Fax • www.rochester-associates.com





1 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

