

ADDENDUM NO. 2 TO ADVERTISED CONTRACT

NUMBER: 0012636 COUNTY: FULTON ADDENDUM NUMBER: 2

THE FOLLOWING CHANGES ARE HEREBY MADE TO THIS CONTRACT. THE BIDDER IS RESPONSIBLE FOR MAKING ANY NECESSARY CHANGES IN INK IN THE PROPOSAL. BIDDER SHALL ACKNOWLEDGE THIS ADDENDUM BY SIGNING THE ADDENDUM ACKNOWLEDGEMENT FORM AND INCLUDING THE SIGNED FORM IN THEIR PROPOSAL.

Comments-

1. The City requires that the Certification Regarding Debarment and Suspension be included as part of the bid document and be returned as part of the bid.
2. The following forms must be returned and completed as part of the bid submission:
 - a. Bid Proposal (Section 0300)
 - b. Subcontractor List (Section 0400)
 - c. Corporate Certificate (Section 0500)
 - d. Bid Bond (Section 0600)
 - e. Federal Aid Certification (0700)
 - f. DBE Goals Form (0800)
 - g. Georgia Security and Immigration Compliance Act Affidavit (Section 01000)
 - h. Bid Opportunity List (Section 02100)
 - i. Certification Regarding Debarment and Suspension (included addendum #2)
3. Though not submitted, the contractor must be able to perform upon all other guidelines and conditions set forth in the Bid Manual including but not limited to Contract, General Conditions, Federal regulations, and Payment/Performance bonds.
4. The contractor shall follow all GDOT guidelines, standards, and details for construction activities unless otherwise noted differently in the plans or specifications.

Questions:

1. **Q-** Request for additional information regarding the Railroad Provisions for the above referenced project including a Railroad Protective Insurance Policy and Engineering Review from CSX.
R- Please find the attached agreement with the railroad as attachment 1.
2. **Q-**The underpass that is being utilized for the Pavilion has structural steel exposed in the ceiling. What will be the acceptable methods of repair for this portion of the ceiling?
R-The ceiling of the underpass will not be structurally repaired as part of this project. A pressure wash and paint application will be applied.
3. **Q-**Will a Temporary Bus Shelter or a loading area be required during the transition of the existing bus shelter location and the new bus shelter location. Will Public Notices need to be posted?
R-Temporary bus loading areas will be required anywhere bus shelter are impacted; the contractor will coordinate the loading area requirements with MARTA. The existing bus shelter location is for a future bus shelter by others and not included in this contract.

4. **Q-**Will the existing MARTA Bus Shelter be removed by others & Stored off site in a place off the project limits.? Are there details for the foundation to reset the Bus Shelter and will a third party provide the structure to be reset?

R-The existing bus shelter shown at station 13+05 L is actually a future bus shelter by others. Please see attached plan sheet 14-0001 that demonstrates this. The contractor will not have any responsibility in resetting a bus shelter.

5. **Q-**The 16" water main that needs to be relocated. Can it be shut off for a period of time or must it remain live? Will the water line relocation be coordinated through city of Fairburn water authority?

R-The existing water main may be required to be shut off briefly, and the shut off will be scheduled with the City of Fairburn and City of Atlanta Water Authority at least a week prior to action. The water line is operated and owned by the City of Atlanta Water Authority, but all relocation efforts will be coordinated with the City of Fairburn Public Works and City of Atlanta Water Authority.

6. **Q-**Are Lane Closures allowed between the hours of 6:00 P.M until 7:00 A.M. Monday Thru Friday?

R-Lane Closures will be allowed during this time only with prior approval from the City of Fairburn. The contractor must submit a closure schedule a minimum 72 hours before the anticipated lane closure.

7. **Q-**Can the Prime Contractor's DBE status count for the DBE requirements in the contract?

R-The prime contractor must perform quantifiable work at least in the amount of the DBE goal. In this case, the contractor would have to be a GDOT Prequalified Contractor as well as a Certified DBE. Please see the DBE requirements and guidelines in the bid manual.

8. **Q-**Is Special Provision Section 150.5.01 Enforcement and Adjustments in effect for this project? If so, please provide terms and conditions?

R- Section 150.5.01 is not in effect for this project, but contactors shall abide by all GDOT standards and specifications including section 150 Traffic Control. Contractor shall also be subject to performance standards and timely completion per the bid manual. The contractor will also be responsible to ensure safety during all traffic control and construction activities.

9. **Q-**On plan sheet 25-001, it shows that pole A is 30 ft tall with an 8 ft arm. However, on page 25-009 it says the pole height is 25 ft in the fixture table. Which is correct? Also, would it be acceptable to use precast bases for the light pole foundations on this project?

R-The pole is a 25' pole with an 8' arm. Refer to drawing 25-0009 light schedule. Revise drawing 25-0001 schedule to read 25' pole. Precast foundation are acceptable IF the foundation is manufactured per the drawings and includes all conduits, bolts, and attachments and after a mock-up schematic is approved by the engineer.

10. **Q-**Are the traffic signal mast arms to be galvanized or powder coated black?

R- The traffic signal items shall be powder coated black.

11. **Q-**The drawings show a different length of the mast arm poles than the list of materials

R-The mast arm lengths are per the plans, the charts have been updated and the quantities are correct. See attached Revised Summary of Quantities and Bid Manual pages.

12. **Q-**The drawings and the list of materials do not match on the directional bore size.
R-The directional bore size is 2 In. See attached Revised Summary of Quantities and Bid Manual pages
13. Where are the Location and quantity of the Item Bike Racks?
R-There are 5 bike racks, the location of the bike rack are shown on the revised layout sheets. The item number for the bike rack is 754-6000, see revised summary of quantities and bid manual sheet.
14. **Q-**Where is the location and detail of the Item Aluminum Handrail Standard 3626?
R-The aluminum handrail detail is included as the handrail shown in 5 and 6 38-0003
15. **Q-**Granite cobblestones that are 8" x 8". How tall are they?
R-The Granite cobblestones are 8" in height. 8"x8"x8".
16. **Q-**According to drawing 14-0002 detail 1/30-0004 is for seat wall. What is the detail and dimensions?
R-The detail for the seat wall is both 1 and 2 sheet 38-0004.
17. **Q-**The drawing 38-0002 detail 8/38-0002 is for granite banding 2 ¾" thick. What is the location of this item and dimensions?
R-The granite banding callout are on the layout plans running between the seat walls.
18. **Q-**Is there a cost breakdown for the LED fixtures in the Handrail? Contractor should provide an installed cost for Handrail including lights in pay item 516-1100.
R-Per note 2 on sheet 25-009 the cost for the LED fixtures is included in the cost for Aluminum Handrail Standard 516-1100.
19. **Q-**The plans show Handicap Markings on 26-0002 but there is no pay item.
R-Pay item for Handicap Markings has been added, Pay Item 653-0095. See attached Revised Summary of Quantities and Bid Manual pages
20. **Q-**What is the correct bid item for sawcuts?
R-Item Number 444-1000 is in reference to Sawcut-PCC.
21. **Q-**In Schedule of Items, Line Item No.437-1300 describes Granite Curb as 5" x 16", However, Plan details show Granite Curb as 6" x 18".
R-Granite curb shall be 6" x 18". See attached Revised Summary of Quantities and Bid Manual pages
22. **Q-**In Schedule of Items, Cobblestone Pavers is listed as 999-039. Should the Item Index for Cobblestone Pavers be 900-0039.?
R-Yes, the correct pay item number is 900-0039.
23. **Q-**In Schedule of Items, the descriptions of Items 702-0068, 702-0117, 702-0243, 702-0727,& 702-1012 are in conflict with descriptions in Plan Summary on Page 06-0001. Which description is correct?

R-See attached Revised Summary of Quantities and Bid Manual pages that match for these items.

24. **Q-In Schedule of Items, Class B Concrete, Retaining Wall is listed as 500-3201 with 55 cubic yards. Plan Summary shows 500-3201 with 175 cubic yards.**

R-There are 175 cy. See attached Revised Summary of Quantities and Bid Manual pages.

25. **Q-In Schedule of Items, Class A Including Reinforcing Steel is listed as 500-3800 with 50 cubic yards. Plan Summary shows 500-3800 with 257 cubic yards.**

R-There are 297 cy. See attached Revised Summary of Quantities and Bid Manual pages

26. **Q-In Schedule of Items, Class B Including Reinforcing Steel is listed as 500-3900 with 355 cubic yards. Plan Summary shows different.**

R- This item number is no longer used. See attached Revised Summary of Quantities and Bid Manual pages

27. **Q-Plan Summary show an item 500-9999 for Class B Concrete - Base or Pavement Widening with 50 cubic yards. No Such Item exists in Schedule of Items.**

R-The 500-9999 item is to be included in the project. See attached Revised Summary of Quantities and Bid Manual pages

28. **Q-Schedule of Items – Item No.641-1100 is shown as Guardrail Type W. This item code is typically for Guardrail Type T per the current GADOT Pay Item Master Lists.**

R-. See attached Revised Summary of Quantities and Bid Manual pages

29. **Q-Schedule of Items – Item No.641-1200 is shown as Guardrail Type T. This item code is typically for Guardrail Type W.**

R- See attached Revised Summary of Quantities and Bid Manual pages. Type T is shown as - 1100 and Type W is shown as -1200. The quantity has been revised to 350 LF.

30. **Q-On Page 13-006, Plans indicate the use of V-Gutter per GDOT Detail D-33. Please indicate which pay item includes this scope of work.**

R- See attached Revised Summary of Quantities and Bid Manual pages V gutter is included in pay item 441-6222 and the quantity was revised to 1155 LF.

31. **Q-There is no pay item for 6" x 30" Curb and Gutter. All Curb and Gutter Items on the Schedule of Items are shown as 8" x 30".**

R-. Curb and Gutter shall be 6" x 30" .See attached Revised Summary of Quantities and Bid Manual pages.

32. **Q-Item Code in Schedule of Items for Concrete Curb & Gutter 8" x 30" , Type 3 appears to be in error . This Item is not listed on Plan Summary.**

R-. Curb and Gutter shall be 6" x 30" .See attached Revised Summary of Quantities and Bid Manual pages.

33. **Q-The wall 2 envelope drawing 31-0001 detail 5/38-0003 Proposed Handrail does not have Item in the schedule of quantities.**

R- The aluminum handrail is included in the 516-1100 pay item. . See attached Revised Summary of Quantities and Bid Manual pages

34. **Q-**Will the concrete for the Seat Wall to be paid using the Item 500-3800 Class A Concrete?

R- R- The seat wall will be paid for using item 500-3800 of which the quantity will be 297 CY. See attached Revised Summary of Quantities and Bid Manual pages.

35. **Q-**In Schedule of Items, Line Item No.654-1002 is shown to be RPM - Type 2, Summary of Items has this Item Code as RPM – Type 3.

R-RPM-Type 3 is the correct description. See attached Revised Summary of Quantities and Bid Manual pages

36. **Q-**In Schedule of Items, Line Item No.413-0750 has a quantity of 16,700 gallons, Summary of Items has this same Item Code with 8,350 gallons.

R-See attached Revised Summary of Quantities and Bid Manual pages. The correct value is 8,350.

37. **Q-**There are missing pay items not on the bid schedule drawing 27-005, 27-008 and 27-0011 shows additional pay items that are not on the bid form. Will these items be added, or do they need to be incorporated into the lump sum of the traffic signal pay items?

R- The mast arms will be paid for separately, but everything else included in quantity tables for signalization is included in the lump sum pay item for traffic signal per intersection number.

38. **Q-**There does not appear to be a pay item for the street name signs, will you add one or do we need to incorporate into the lump sum pricing of the signals?

R-The street name signs are included in the lump sum cost for each Traffic Installation No. per intersection. See traffic signal plan sheets for detail and quantities.

39. **Q-**There are missing pay items for the lighting, sheet 25-0009 has a list of materials that reflect what will be needed. Will these additional pay items be added to the bid form or do we need to incorporate all the missing pay items into the price of the lighting standard special design?

R-The items from 25-0009 are now reflected in the summary of quantities and bid manual pages. Any items not called out that would be required for lighting should be included in the cost for the lighting standards. See attached Revised Summary of Quantities and Bid Manual pages.

40. **Q-**The quantity for light standards on the bid form says 77 while the count on the drawings is 70.

R-See Revised Summary of Quantities and Bid Manual pages for breakdown of light standard quantities. There are 70 light standards.

41. **Q-**The schedule of quantities does not have Item for the Seat Wall Granite Cap?

R-Item for seat wall granite cap has been added, item number 999-9501 with 306 SF.

42. **Q-**Item 500-2100 Concrete Barrier of the schedule of quantities is the same that the 500-2100 Texas Classic Barrier?

R-The correct pay item is 500-2100. See attached Revised Summary of Quantities and Bid Manual pages

43. **Q**-The Schedule of Items in the proposal includes a Driveway Concrete Item (Item 441-0018) for Driveway Concrete. However, there is not a pay item listed for Driveway Valley Gutter even though they are shown on drawings. There are no notes of reference to a detail or GDOT standard for the valley gutter. How will the valley gutter be paid for?

R-The Valley gutter will be paid for in the cost for the Driveway Concrete Item.

44. **Q**-Could you also offer the color of the brick pavers?

R-Per Paver details 1-38-0001, the brick paver color shall be Pathway Full Range

Attachments-

Please find the following attachments at the back of this document:

Attachment 1-Railroad Agreements with CSX and the City of Fairburn

Attachment 2-Revised Summary of Quantities sheet (Plan Sheet)

Attachment 3-Revised Bid Items page (Bid Manual Section 0300-Proposal)

Attachment 4-Revised Layout Sheets 14 series (show bike racks and future bus shelter)

Attachment 5-City of Fairburn Certification Regarding Debarment and Suspension

CSXT Schedule PA
(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: GA0702

Description: Fairburn, Fulton Co., GA, New Sidewalk at Smith Street and CSXT Undergrade Bridge, DOT No. 050388A, MP XXB-18.94, Atlanta Zone, AWP WofA Sub.

Scott Willis Project

Payment is hereby provided in accordance with the terms of Section 4.3 Payment Terms of the Agreement dated December 10, 2018, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

Payment Date

Payment Amount

Check No.

12-18-2018

\$ 168,300.00

081027

Date: 12-19-18

By: City of Fairburn

Please send e-copy of check to:

Arianne Pelegrin@csx.com

Matt.Meyer@arcadis.com

Name: Lester Thompson

Phone: 770) 964-2244 ext 306

Email: lthompson@fairburn.com

Mr. Nathan Aarons
City of Fairburn
2310 Parklake Drive NE, Suite 400
Atlanta, GA 30345-2915

Arcadis U.S., Inc.
1650 Prudential Drive
DuPont Center
Suite 400
Jacksonville
Florida 32207
Tel 904 721 2991
Fax 904 861 2453
www.arcadis.com
PUBLIC PROJECTS

Subject:

Preliminary Plan Review for CSXT OP No. GA0702 – New Sidewalk at Smith Street and CSXT Undergrade Bridge at RRMP XXB-18.94, Atlanta Zone, AWP W of A Subdivision, DOT# 050388A, Fairburn, Fulton County, GA; GDOT PI No. 0012636

Documents Reviewed:

SR14; CS 4130.W Campbellton Road & CS 4050/Smith Street-LCI P.I. Number: 0012636 Federal Route US29 State Route 14 City of Fairburn, Fulton County, Georgia (147 Sheets) / Revised Retaining Wall Calculations (10 pages), received electronically on September 20, 2018.

Date:

October 11, 2018

Contact:

Matt Meyer

Phone:

904-861-2875

Email:

Matt.Meyer@arcadis.com

Our Ref:

CXPP1679.PE00

Dear Mr. Aarons:

Arcadis has completed a review of the above submittal materials to determine the project's compliance with CSXT requirements and impact to railroad operations. We offer the below request and information to assist in your coordination with CSXT.

No work may be performed within CSXT right-of-way until the below items have been completed, received, and performed.

- CSXT has been authorized in writing to support construction activities,
- CSXT participates in a preconstruction meeting,
- Contractor insurance is approved by CSXT,
- A detailed construction schedule received by CSXT, along with receipt of regular updates,
- Contractor construction methodologies and submittals have been approved by CSXT, and
- Railroad flagging protection has been scheduled and arranged.

Please provide contract plans prior to the preconstruction conference. Send advance notice of a preconstruction conference to Randy.Koonce@arcadis.com and Harold.Carter@arcadis.com.

City of Fairburn
October 11, 2018
GA0702

Sincerely,
Arcadis U.S., Inc.

Matt Meyer

Matt Meyer
Project Manager

Copies:
Scott Willis, Project Manager II - Public Projects

Enclosures:
Draft Construction Agreement with Estimate

CSXT PUBLIC PROJECTS AGREEMENT COVER SHEET

Prepared by: **Matt Meyer**

Date: **February 20th, 2019**

A. Subject: **Fairburn, Fulton County, GA – DOT No. 050388A**

New Sidewalk at Smith St and CSXT UGBR

Atlanta Zone, AWP W of A Subdivision, RRMP XXB-18.94, CSXT OP No. GA0702

B. Other Agreement Party(s): **City of Fairburn, Georgia**

C. Type: ☒ Standard pre-approved format
☐ Other (Law approval required)

D. Purpose: ☐ PE Agreement
☒ Construction Agreement
☐ PE/Construction Agreement
☐ Overrun/Supplemental Agreement
☐ Master Agreement Supplement
☐ Temporary Right of Entry
☐ Other –

E. Copies: Number of Originals to be executed: **Two (2)**

F. Contract Work: Does work require Labor Notification? ☐ Yes ☒ No
Notification completed by
Organization: Date:

G. Funding Sources:

<input checked="" type="checkbox"/> Outside Party Funded	<input type="checkbox"/> CSXT contribution involved
\$168,300.00 CSX Force Account Estimate	\$Enter Amount Estimated contribution
<input type="checkbox"/> Actual cost (Payment in Arrears)	<input type="checkbox"/> % of project cost
<input checked="" type="checkbox"/> Prepayment	<input type="checkbox"/> Lump sum
<input type="checkbox"/> Actual cost not to exceed	<input type="checkbox"/> Not to exceed
<input type="checkbox"/> Lump sum	Funding Source
	<input type="checkbox"/> Public Improvements capital budget/AFE No:
	<input type="checkbox"/> TSC AFE No:
	<input type="checkbox"/> Other: AFE No.
	<input type="checkbox"/> OE source: On PP OE Outlook

H. Total Agreement Funding: **\$ 168,300.00**

I. Public Projects Approval: Todd Allton: T. Allton

Date: 2/21/19

J. For Signature Of:

☒ Tony C. Bellamy Tony C. Bellamy

Date: 2/22/19

K. Additional information:

☐ Please forward to Corporate Secretary's Office, J160

- ☐ For Attestation and Corporate Seal
- ☐ To be notarized
- ☐ Witness
- ☐ Other

☒ Upon completion, please return to Stephanie Williams, Engineering Assistant, Public Projects

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and City of Fairburn, a body corporate and political subdivision of the State of Georgia ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Project: **New Sidewalk, Overhead Pedestrian Protective Canopy, Streetscaping, and New Retaining Walls at Smith Street and CSXT Undergrade Bridge in Fairburn, Fulton County, GA located at Railroad Milepost XXB-18.94, DOT Crossing No. 050388A, Atlanta Zone, AWP W of A Sub-Division**, (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **18 months from the date of fully executed Construction Agreement**, unless the parties mutually agree to extend such date.

3. Special Provisions Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket

expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:
- (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and
 - (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall own and, without cost to CSXT, shall maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the railroad bridge structure (excluding only those components which CSXT owns and has agreed to maintain, repair and replace pursuant to this Section), the highway underpass structure, the roadway surfacing, the roadway slopes, the retaining walls, the roadway drainage facilities, sidewalks and lighting. In the event that Agency fails to properly maintain such structures and improvements, and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so.
- 10.2 By CSXT. CSXT shall own and, at its sole cost and expense, maintain, repair, replace and renew its tracks, ballast and approach embankments, and railroad signal and communication systems, and CSXT shall be permitted to install, maintain, repair and replace other utilities, facilities and cable, or cause same to be done, as CSXT authorizes from time to time on or within the railroad bridge structure.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may effectuate any improvements to that portion of the Project on which CSXT operates its rail line, without securing the prior approval of the Agency so long as such improvements will not have a negative impact on highway traffic using the highway underpass.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and

CSXT OP# GA0702

supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
500 Water Street J-301
Jacksonville, FL 32202
Attention: Director Project Management – Public Projects

If to Agency:

Attention: _____

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

New Sidewalk at Smith St and CSXT UGBR]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on October 11, 2018.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Fairburn, Georgia

By: Elizabeth Carr-Hurst
Name: ELIZABETH CARR-HURST
Title: MAYOR

CSX TRANSPORTATION, INC.

By: Tony C. Bellamy
Tony C. Bellamy
Director Project Management – Public Projects



EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Install brick pavers, protective overhead canopy, streetscaping, and retaining walls within CSXT right-of-way according to the approved final plans.

B. CSXT shall perform or cause to be performed:

1. Changes in communication and signal lines.
2. Flagging services and other protective services and devices as may be necessary.
3. Construction engineering and inspection to protect the interests of CSXT.
4. Excess Soil Support Services as described in the Soil and Water Management Policy found in CSXT's Public Project Manual dated July 2017.
5. Accounting and Administrative Services related to the foregoing.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

- SR14; CS 4130.W Campbellton Road & CS 4050/Smith Street-LCI P.I. Number: 0012636 Federal Rout US29 State Route 14 City of Fairburn, Fulton County, Georgia (147 Sheets) / Revised Retaining Wall Calculations (10 pages), received electronically on September 20, 2018.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency, as amended from time to time.

“Agency” shall mean the **City of Fairburn, Georgia**

“Agency Representative” shall mean the authorized representative of **City of Fairburn, Georgia**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
 - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
 - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

New Sidewalk at Smith St and CSXT UGBR]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

06/18/18

ESTIMATE SUBJECT TO REVISION AFTER: 4/9/2019 DOT NO.: 050388A
 CITY: Fairburn COUNTY: Fulton STATE: GA
 DESCRIPTION: Estimate for construction engineering and inspection and flagging services in support of a new pedestrian pathway and overhead protective canopy within CSXT right-of-way. Buy America Requirements Apply
 REGION: Atlanta SUB-DIV: AWP W of A MILE POST: XXB-18.94
 AGENCY PROJECT NUMBER: PI# 0012636

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

	Contracted & Administrative Engineering Services (CSXT Admin)	\$	2,000
212	Contracted & Administrative Engineering Services (Arcadis)	\$	34,000
	Subtotal	\$	36,000

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)				
50	Labor (Foreman/Inspector)	90	Days @	\$ 534.23	\$ 48,081
70	Additive (Transportation Department)				\$ -
50	Additive 129.30% (Engineering Department)				\$ 62,169
230	Expenses (Engineering Department)	90	Days @	\$ 75.00	\$ 6,750
230	Expenses (Transportation Department)				
	Subtotal				\$ 117,000

SIGNAL & COMMUNICATIONS WORK:	\$	-
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TRACK WORK:	\$	-
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PROJECT SUBTOTAL:	\$	153,000
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900	CONTINGENCIES:	10.00%	\$	15,300
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PROJECT TOTAL:	*****	\$	168,300
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CURRENT AUTHORIZED BUDGET:	*****	\$	-
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TOTAL SUPPLEMENT REQUESTED:	*****	\$	168,300
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DIVISION OF COST:

Agency	100.00%	\$	168,300
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: M. Meyer, Arcadis

DATE: 10/11/18 REVISED:

Approved by: CTA

CSXT Public Project Group

DATE: 2/21/19

New Sidewalk at Smith St and CSXT UGBR]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
The address should be listed as:

CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202

- c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 - 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
 - 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Mr. Randy Koonce, Arcadis at Randy.Koonce@arcadis-us.com.

- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

New Sidewalk at Smith St and CSXT UGBR]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between the **City of Fairburn**, State of **Georgia** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

CSXT Schedule PA
(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: GA0702

Description: Fairburn, Fulton Co., GA, New Sidewalk at Smith Street and CSXT Undergrade Bridge, DOT No. 050388A, MP XXB-18.94, Atlanta Zone, AWP WofA Sub.

Scott Willis Project

Payment is hereby provided in accordance with the terms of Section 4.3 Payment Terms of the Agreement dated _____, 20__, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

Payment Date

Payment Amount

Check No.

Date: _____

By: _____

Please send e-copy of check to:

Arianne_Pelegrin@csx.com

Matt.Meyer@arcadis.com

Name: _____

Phone: _____

Email: _____

SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI
Fulton; PI #0012636
City of Fairburn, GA

Section 00300-1
Proposal

SECTION 00300

PROPOSAL

To: City of Fairburn, GA
26 W. Campbellton St.
Fairburn, Georgia 30213

Re:SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI
Fulton; PI #0012636

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned,

(Name of Bidder)

a Corporation organized and existing under the laws of the State of _____

a Partnership consisting of _____

or an Individual trading as _____

having principal offices in the City of _____

hereby proposes to enter into a contract with the City of Fairburn, Georgia in order to furnish all labor and materials and perform all work required for the completion of:

**SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI
; FULTON COUNTY**

in accordance with the drawings and specifications dated August 13,2019 and as prepared by Stantec.

ACKNOWLEDGMENTS:

The bidder declares that he has carefully examined the bidding requirements, plans, specifications and related documents and the location of the proposed work, and is familiar with all the conditions surrounding the construction of the proposed project, including availability of materials and labor, and hereby proposes to furnish all labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, for a stipulated lump sum amount, as stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

We hereby agree to commence work under this contract on or before a date specified in written "Notice to Proceed" by the Owner and to complete the project for use within three-hundred sixty-five (365) consecutive calendar days from and including said date. Bidder further agrees to pay liquidated damages for each consecutive calendar day in excess of the Contract Time in accordance with Ga. D.O.T. Specification 108.08.

BASE BID:

This schedule is to be used as the basis for approval of requests for progress payments. The unit prices will be used for adding or deducting construction items. Unit prices must be for a complete, in-place installation. All overhead, profit, installation, transportation and clean up costs associated with a particular item must be included. The sum total of the schedule of values must equal the Lump Sum Bid Price.

This project shall be bid and administered as a Lump Sum Contract. Quantities provided in the Summary of Quantities (Dwg. 06-01) shall be considered approximate and are shown for information only. It shall be the Bidder's responsibility to verify all quantities when preparing and submitting a bid. Notify the Engineer of any discrepancies regarding quantities. Total Lump Sum Price shall be for a complete, in-place installation of all construction items as detailed in the Construction Plans.

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Unit Total</i>
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TRAFFIC CONTROL - 0012636					
150-1000	TRAFFIC CONTROL	LS	1		
GRADING COMPLETE - 0012636					
210-0100	GRADING COMPLETE	LS	1		
670-9710	RELOCATE EXIST FIRE HYDRANT	EA	1		
ROADWAY/SIDEWALK - 0012636					
310-1101	GR AGGR BASE CRS, INCL MATL	TN	720		
402-1812	RECYL AC LEVELING, INC BM&HL	TN	200		
402-3121	RECYCL AC 25 MM SP, GP1/2, BM & HL	TN	150		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP ONLY, INCL BITUM MATL & H LIME	TN	2,000		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1,600		
413-0750	TACK COAT	GL	8,350		
430-0160	PLAIN PC CONC PVMT, 6 NTHK	SY	450		
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	SY	3,000		
432-0216	MILL ASPH CONC PVMT, 4 IN DEPTH	SY	14,000		
437-1301	STRAIGHT GRANITE CURB, 6 IN X 18 IN, TP A	LF	3,550		
437-1302	STRAIGHT GRANITE BANDING, 2 3/4 IN X 6 IN X 6 FT	LF	120		
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	200		
441-0104	CONC SIDEWALK, 4 IN	SY	4,420		
441-0106	CONC SIDEWALK, 6 IN	SY	490		
441-6222	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	LF	1,155		
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	LF	1,500		
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	175		
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	297		

500-9999	CLASS B CONCRETE, BASE OR PVMT WIDENING	CY	50		
516-1100	ALUM HANDRAIL, STD 3626	LF	550		
634-1200	RIGHT OF WAY MARKERS	EA	10		
999-9500	GRANITE FACING	SF	760		
999-9501	4" SEAT WALL CAP	SF	306		
	STORM DRAIN - 0012636				
207-0203	FOUNDATION BACKFILL MATERIAL, TYPE II	CY	20		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	444		
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	31		
573-2004	UNDDP PIPE INCL DRAINAGE AGGR, 4 IN	LF	150		
611-3000	RECONSTRUCT CATCH BASIN	EA	1		
611-3010	RECONSTRUCT DROP INLET, GROUP 1	EA	1		
611-3030	RECONSTRUCT STORM SEW MANHOLE, TYPE 1	EA	4		
668-1100	CATCH BASIN , GP 1	EA	2		
668-2100	DROP INLET, GP 1	EA	9		
668-4300	STORM SEWER MANHOLE, TP 1	EA	2		
999-0060	BIORETENTION AREA	SY	125		
	EROSION CONTROL - 0012636				
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	28		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	9		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	110		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	9		
167-1000	WATER MONITORING AND SAMPLING	EA	2		
167-1500	WATER QUALITY INSPECTIONS	MO	12		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	220		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	500		
700-6910	PERMANENT GRASSING	AC	2		
700-7000	AGRICULTURE LIME	TN	2		
700-8100	FERTILIZER NITROGEN CONTENT	LB	95		
	SIGNING AND MARKING - 0012636				
610-6515	REM HIGHWAY SIGN, STD	EA	40		
611-5360	RESET HIGHWAY SIGN	EA	40		
653-0095	HANDICAP SYMBOL	EA	2		

653-0120	THERMOPLASTIC PAVEMENT MARKING, ARROW, TP 2	EA	14		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	4,000		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2,600		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	250		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	3,600		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	335		
654-1001	RAISED PVMT MARKERS TP 1	EA	100		
654-1002	RAISED PVMT MARKERS TP 3	EA	140		
	TRAFFIC SIGNAL - 0012636				
639-4004	STRAIN POLE, TYPE IV, WITH 20' MASTARM	EA	1		
639-4004	STRAIN POLE, TYPE IV, WITH 40' MASTARM	EA	3		
639-4004	STRAIN POLE, TYPE IV, WITH 45' MASTARM	EA	1		
639-4004	STRAIN POLE, TYPE IV, WITH 50' MASTARM	EA	4		
639-4004	STRAIN POLE, TYPE IV, WITH 60' MASTARM	EA	1		
639-4004	STRAIN POLE, TYPE IV, WITH 65' MASTARM	EA	1		
647-1000	TRAFFIC SIGNAL INSTALLATION-INTERSECTION 1	LS	1		
647-1000	TRAFFIC SIGNAL INSTALLATION-INTERSECTION 2	LS	1		
647-1000	TRAFFIC SIGNAL INSTALLATION-INTERSECTION 3	LS	1		
	LANDSCAPE - 0012636				
700-6001	GRASSING - COMPLETE	LS	1		
702-0068	*GUARA LINDHEIMERI	EA	506		
702-0105	BETULA NIGRA	EA	3		
702-0117	*CAREX CHEROKEENSIS	EA	506		
702-0117	*CAREX STRICTA	EA	50		
702-0214	CONTINUS SP	EA	9		
702-0243	*CENTRANTHUS RUBER	EA	96		
702-0274	FOTHERGILLA MAJOR	EA	17		
702-0340	HYDRANGEA QUERCIFOLIA	EA	22		
702-0395	ILEX CRENATA 'SOFT TOUCH'	EA	31		
702-0479	ITEA VIRGINICA	EA	8		
702-0585	LOBELIA CARDINALIS	EA	50		
702-0610	LOROPETALUM CHINESE 'RUBY'	EA	37		
702-0716	PACHYSANDRA PROCUMBENS	EA	394		
702-0727	*GERANIUM MACULATUM	EA	50		
702-0886	QUERCUS LYRATA	EA	3		

702-1012	*NEPETA RACEMOSA	EA	96		
702-1040	SCHIZACHYRIUM SCOPARIUM	LF	901		
702-1065	SYMPHYOTRICHUM NOVAE-ANGLIAE	EA	50		
702-1082	ULMUS PARVIFOLIA	EA	11		
702-1097	VIBURNUM DENTATUM	EA	25		
702-9025	LANDSCAPE MULCH	SY	100		
708-1000	PLANT TOPSOIL	CY	20		
	* ITEM CODE NUMBER FOR THIS SPECIFIC MATERIAL ITEM IS NOT ASSIGNED IN GDOT ITEM INDEX AND INSTEAD IT SHALL BE PAID BY THE CORRELATED ITEM CODE NUMBER IN ITEM CODE COLUMN				
	MISCELLANEOUS - 0012636				
156-0100	GPS DATA COLLECTION AND SUBMITTAL	EA	15		
444-1000	SAWD JTS IN EXIST PVMTS - PCC	LF	3,000		
610-1055	REM GUARDRAIL	LF	356		
636-1033	HWY SGN, TP 1 MATL, REFL SH TP 9	SF	150		
636-1033	*DECORATIVE CITY STREET SIGNAGE	SF	125		
636-1036	HWY SGN, TP 1 MAT, REFL SH TP 11	SF	105		
636-2070	GALV STEEL POSTS, TP 7	LF	52		
636-2070	*ORNAMENTAL SIGNAGE POLES	EA	33		
641-1100	GUARDRAIL, TP T	LF	21		
641-1200	GUARDRAIL, TP W	LF	350		
668-6106	TRENCH DRAIN, 6IN	LF	150		
754-4000	WASTE RECEPTACLE UNIT	EA	10		
754-5000	BENCH	EA	19		
754-6000	BIKE RACK	EA	5		
900-0039	BRICK PAVERS	SF	18,850		
999-0039	*COBBLESTONE PAVERS	SF	3,100		
900-0526	BOLLARDS	EA	9		
999-8019	*RAILROAD STRUCTURE (CANTILEVERED PROTECTION CANOPY)	EA	1		
999-8019	*RAILROAD UNDERPASS PAINT REHABILITATION	EA	1		
999-9006	AS/BUILT/RECORD DRAWINGS	LS	1		
500-2100	*TEXAS CLASSIC BARRIER	LF	190		
	* ITEM CODE NUMBER FOR THIS SPECIFIC MATERIAL ITEM IS NOT ASSIGNED IN GDOT ITEM INDEX AND INSTEAD IT SHALL BE PAID BY THE CORRELATED ITEM CODE NUMBER IN ITEM CODE COLUMN				
	LIGHTING				

681-3600	LIGHTING STD, SPCL DES - TYPE A	EA	20		
681-3600	LIGHTING STD, SPCL DES - TYPE A1	EA	7		
681-3600	LIGHTING STD, SPCL DES - TYPE B	EA	28		
681-3600	LIGHTING STD, SPCL DES - TYPE E	EA	15		
681-6205	LUMINAIRE, TP 2, 50W, LED	EA	70		
682-1404	CABLE, TP XHHW, AWG NO 10	LF	3,500		
682-1405	CABLE, TP XHHW, AWG NO 8	LF	12,500		
682-1406	CABLE, TP XHHW, AWG NO 6	LF	5,900		
682-1408	CABLE, TP XHHW, AWG NO 2	LF	7,100		
682-6108	CONDUIT, RIGID, 3/4 IN	LF	400		
682-6218	CONDUIT, NONMETL, TP 2, 3/4 IN	LF	210		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	4,000		
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	800		
682-9000	POWER SERVICE CABNET	EA	1		
682-9021	ELECTR. JUNCTION BOX, CONC GROUND MOUNTED	EA	22		
682-9950	DIRECTIONAL BORE - 2 IN	LF	800		
900-0526	BOLLARDS - TYPE C LED COMPLETE	EA	4		

Unless identified as "Not in Contract" or "By Others," the **Base Bid** shall include all work: demolition, modifications, construction and all incidentals incorporated in the Contract Documents; including all drawings, specifications, and related details.

For construction complete as shown and specified, the sum of:

_____ Dollars
 (State amount in narrative form)

\$ _____ (In
 figures)

Additive Alternate #1 (Water Line Relocation)

500-3200	CLASS B CONCRETE (FOR THRUST RESTRAINTS)	CY	13.00		
610-2370	REMOVE WATER MAIN, 8 IN	LF	30.00		
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	8.00		
670-1080	WATER MAIN, 8 IN	LF	40.00		
670-1160	WATER MAIN, 16 IN	LF	330.00		
670-1490	CUT AND CAP EXISTING WATER MAIN, 16 IN	EA	2.00		
670-3171	TAPPING SLEEVE & VALVE ASSEMBLY, 16 IN X 16 IN	EA	2.00		
660-2000	GATE VALVE VAULT – 16-INCH	EA	2.00		

To include all labor, materials, and equipment to relocate City of Atlanta water line as shown in the construction plans set including but not limited to all water line, valves, joints, sleeves, earthwork, etc.

_____ Dollars
(State amount in narrative form)

\$ _____ (In
figures)

The cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled hereinabove.

ADDENDUM RECEIPT

Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated _____

Addendum No. 2 Dated _____

Addendum No. _____ Dated _____

BID GUARANTEE:

Attached hereto is a Bid Bond or certified check made payable to the City of Fairburn, GA on the

_____ Bank of,

_____ ; in the amount of
(Bank Address)

_____ Dollars
(State Amount in Narrative Form)

(\$ _____) according to the conditions under Instructions to Bidders.
(State Amount in Numeric Form)

If this Proposal shall be accepted by the City of Fairburn, and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, as stated in the Instructions to Bidders, within ten (10) days from the date of Notice of Award of the Contract, then the City of Fairburn may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond/certified check shall be forfeited to the City of Fairburn as liquidated damages.

SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI
Fulton; PI #0012636
City of Fairburn, GA

Section 00300-8
Proposal

CERTIFICATIONS:

The undersigned certifies that he/she is authorized to execute contracts on behalf of the bidders as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the data indicated below is true and complete, and that the bid is made in good faith and full accord with State Law. Notice of acceptance may be sent to the undersigned at the address set forth below.

Signed, sealed and dated this _____ day of _____, 20__.

Legal Name of Bidder: _____

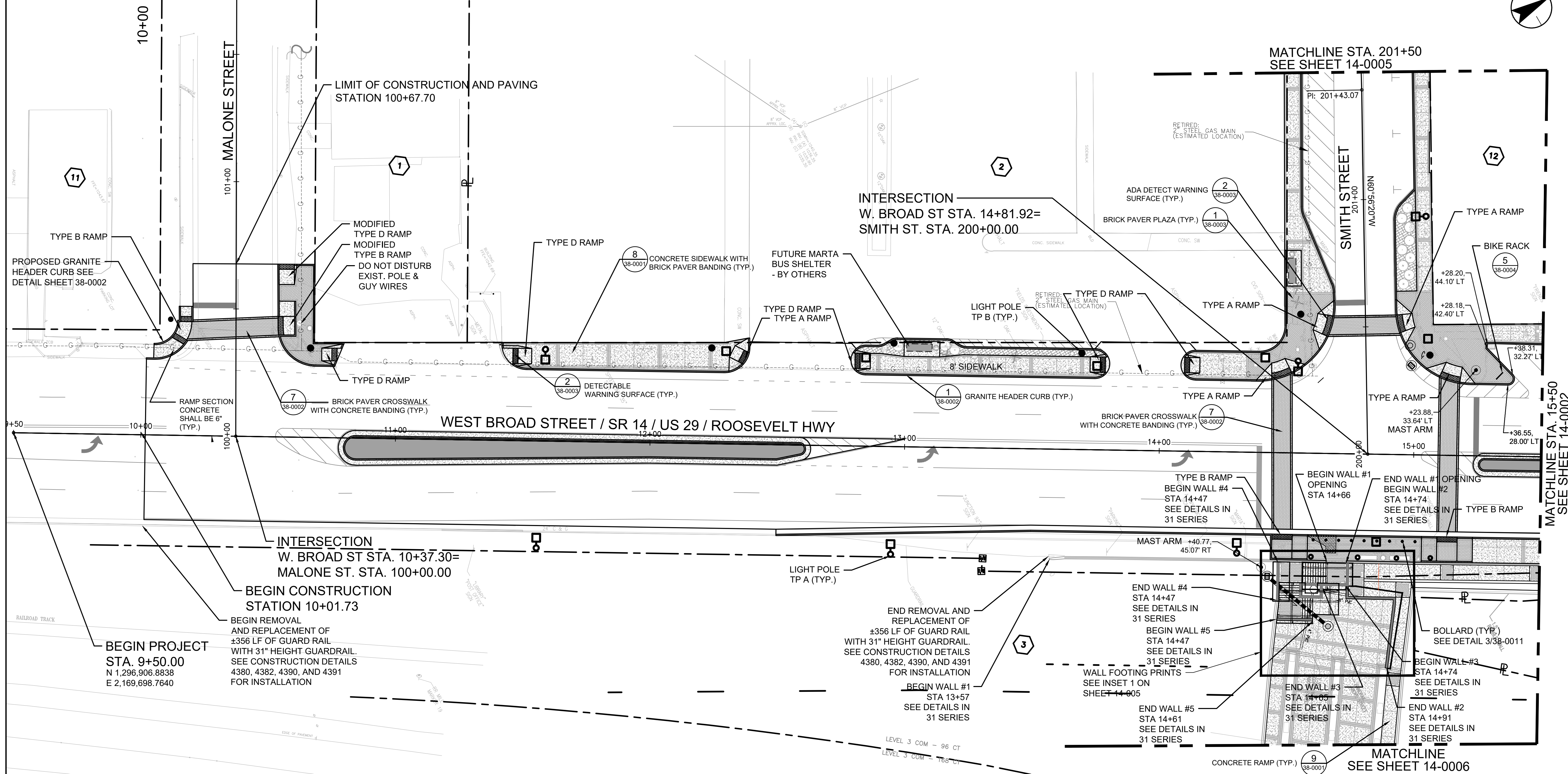
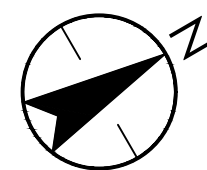
Mailing Address: _____

By (Legal Signature): _____

Printed Name: _____

Title: _____

(Seal)



ENVIRONMENTALLY SENSITIVE AREA (ESA) - SEE GENERAL NOTES
"ENVIRONMENTAL RESOURCES IMPACT TABLE" ON 4-0002 FOR
CONSTRUCTION RESTRICTIONS.

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---
EASEMENT FOR CONSTR & MAINTENANCE OF DRAINAGE	---

ORANGE BARRIER FENCE	---
ENVIRONMENTALLY SENSITIVE AREA	---
BEGIN LIMIT OF ACCESS	---
END LIMIT OF ACCESS	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---



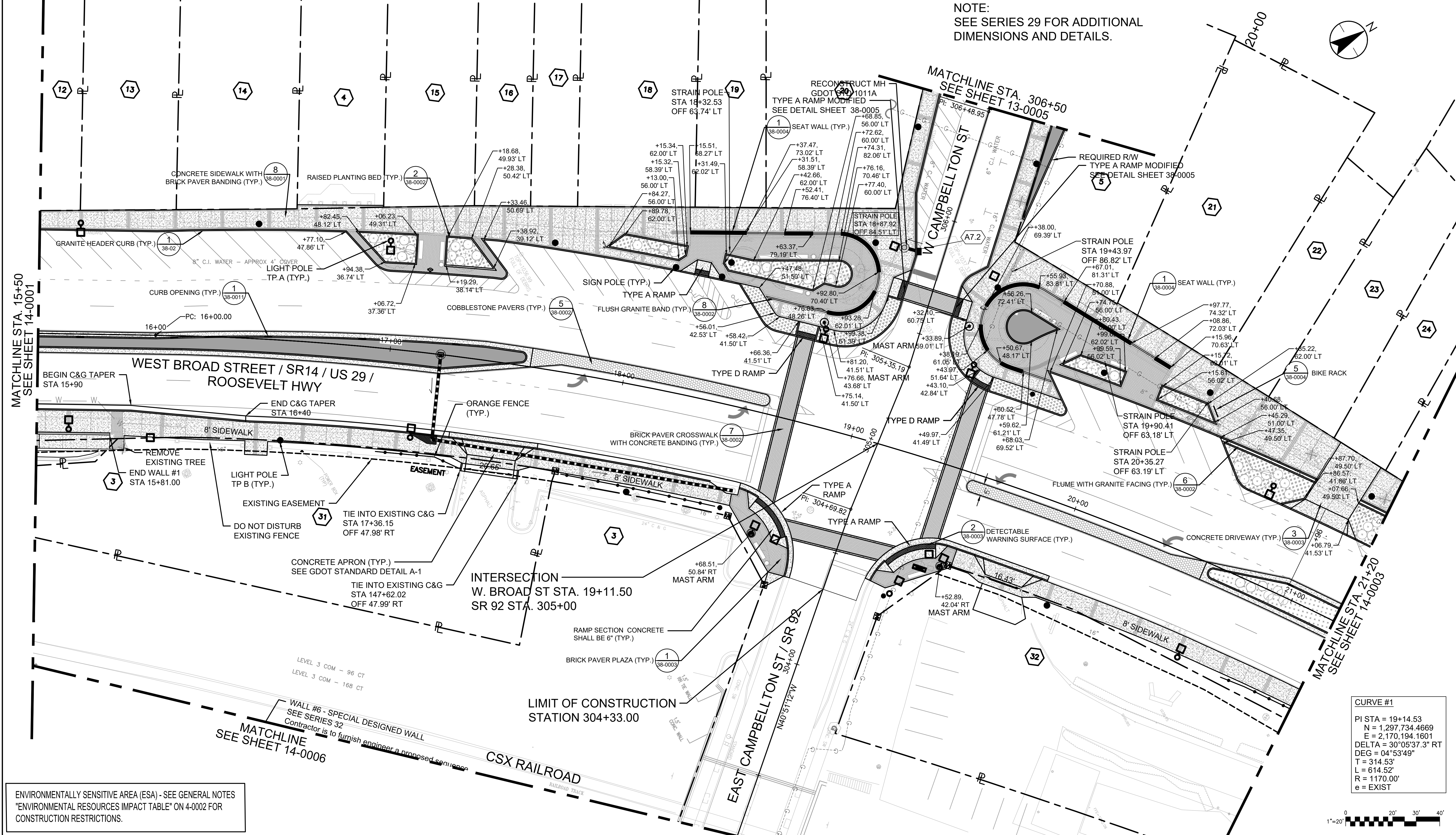
REVISION DATES

CITY OF FAIRBURN, GEORGIA
LAYOUT PLAN
SR 14 / US 29 / WEST BROAD STREET
SR 14; CS 4130/W CAMPBELL TON ROAD
& CS 4050/SMITH STREET-LCI
178202090 / P# 0012636
12/22/2017
DRAWING No. 14-0001

NOTE:
1.SEE SHEET 14-0005 FOR WALL FOOTING PRINTS.
2.SEE SERIES 29 FOR ADDITIONAL
DIMENSIONS AND DETAILS.



NOTE:
SEE SERIES 29 FOR ADDITIONAL
DIMENSIONS AND DETAILS.



ENVIRONMENTALLY SENSITIVE AREA (ESA) - SEE GENERAL NOTES
"ENVIRONMENTAL RESOURCES IMPACT TABLE" ON 4-0002 FOR
CONSTRUCTION RESTRICTIONS.

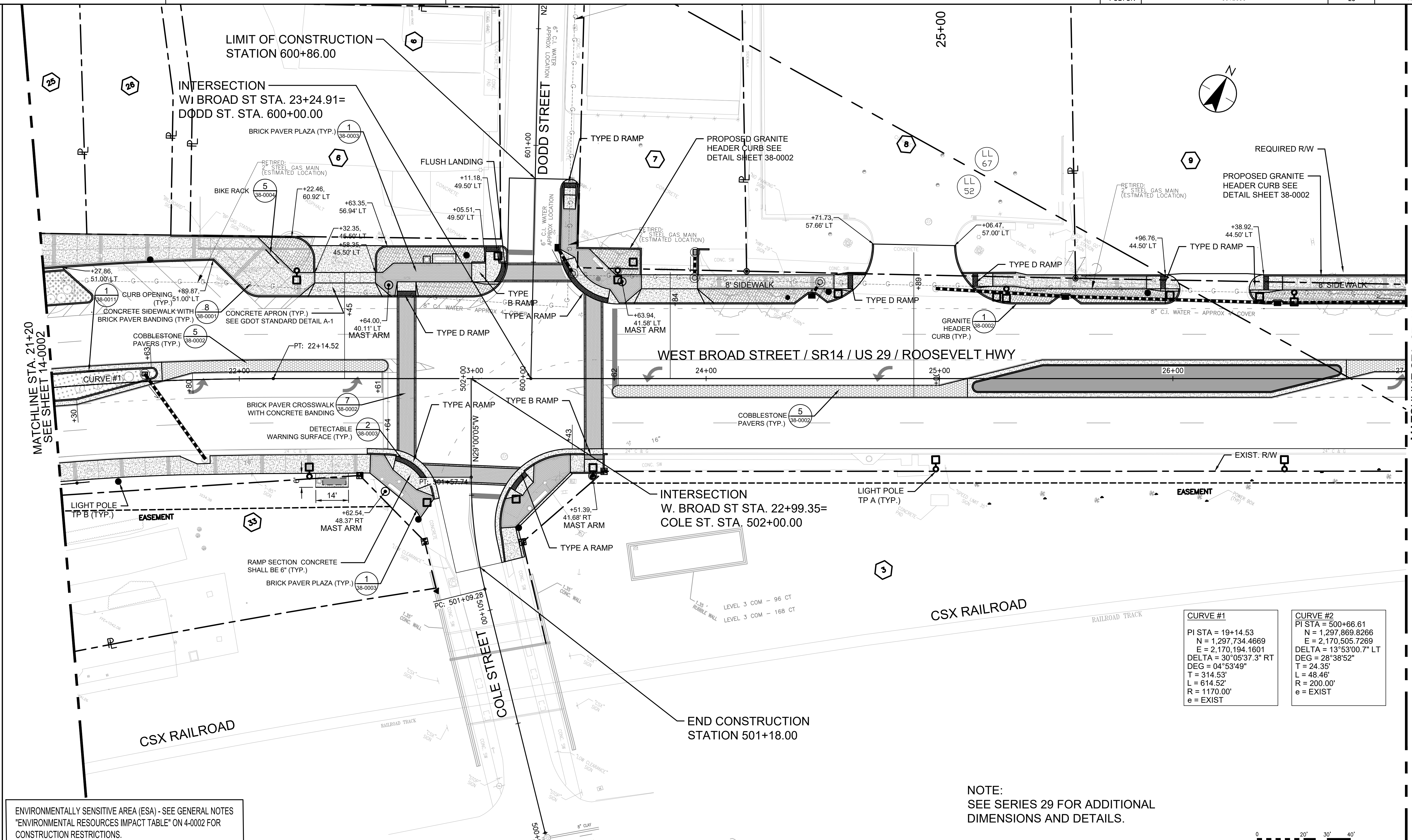
PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---
EASEMENT FOR CONSTR & MAINTENANCE OF DRAINAGE	---

ORANGE BARRIER FENCE	---
ENVIRONMENTALLY SENSITIVE AREA	---
BEGIN LIMIT OF ACCESS	---
END LIMIT OF ACCESS	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---



REVISION DATES

CITY OF FAIRBURN, GEORGIA
LAYOUT PLAN
SR 14 / US 29 / WEST BROAD STREET
SR 14; CS 4130/W CAMPBELLTON ROAD
& CS 4050/SMITH STREET-LCI
178202090 / P# 0012636
12/22/2017
DRAWING No. 14-0002



ENVIRONMENTALLY SENSITIVE AREA (ESA) - SEE GENERAL NOTES
"ENVIRONMENTAL RESOURCES IMPACT TABLE" ON 4-0002 FOR
CONSTRUCTION RESTRICTIONS.

CURVE #1 PI STA = 19+14.53 N = 1,297,734.4669 E = 2,170,194.1601 DELTA = 30°05'37.3" RT DEG = 04°53'49" T = 314.53' L = 614.52' R = 1170.00' e = EXIST	CURVE #2 PI STA = 500+66.61 N = 1,297,869.8266 E = 2,170,505.7269 DELTA = 13°53'00.7" LT DEG = 28°38'52" T = 24.35' L = 48.46' R = 200.00' e = EXIST
--	--

NOTE:
SEE SERIES 29 FOR ADDITIONAL
DIMENSIONS AND DETAILS.



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---
EASEMENT FOR CONSTR & MAINTENANCE OF DRAINAGE	---

ORANGE BARRIER FENCE	---
ENVIRONMENTALLY SENSITIVE AREA	---
BEGIN LIMIT OF ACCESS	---
END LIMIT OF ACCESS	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---



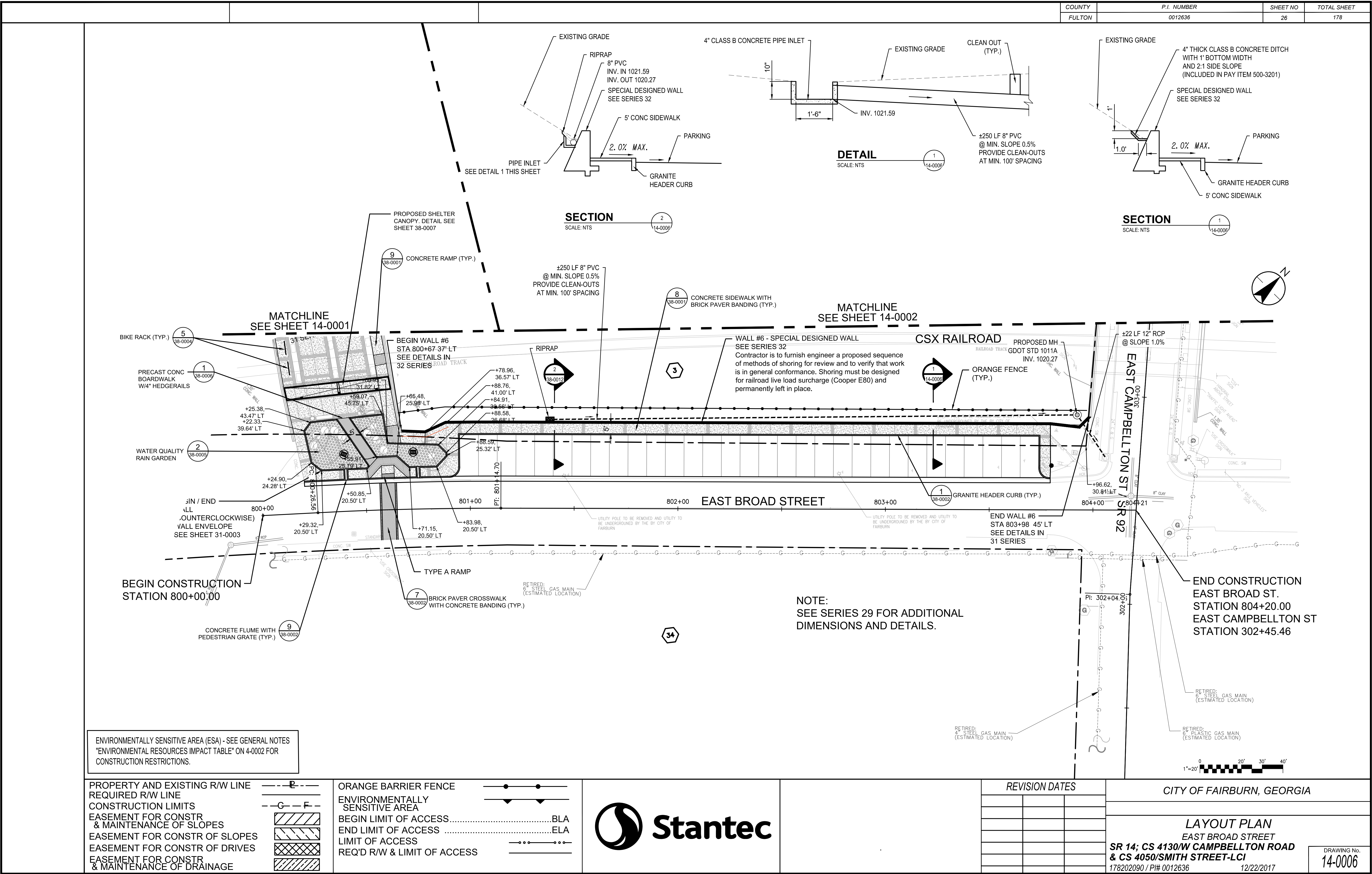
REVISION	DATE	DESCRIPTION

CITY OF FAIRBURN, GEORGIA

LAYOUT PLAN
SR 14 / US 29 / WEST BROAD STREET
SR 14; CS 4130/W CAMPBELLTON ROAD
& CS 4050/SMITH STREET-LCI

DRAWING No.
14-0003

178202090 / P# 0012636
12/22/2017



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Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title