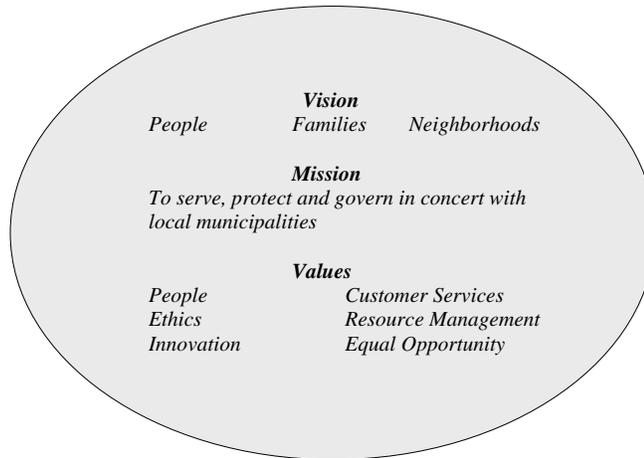




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 06RFP20MT0603YC**

SURFACE WATER MANAGEMENT STANDBY ENGINEERING CONSULTANT SERVICES

For

The Department of Public Works

RFP DUE TIME AND DATE: 11:00 A.M., January 4, 2006
RFP Pre-Proposal Conference: 11:00 A.M., December 20, 2005
PURCHASING CONTACT: Malcolm Tyson at (404) 730-5811
E-MAIL: Malcolm.tyson@co.fulton.ga.us

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Section 1 – Introduction

1.1 OVERVIEW

Fulton County plans to select a single consultant to support on an as-needed basis the Public Works Department, Water Service Division, Surface Water Management program and its National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit.

The work to be performed will be authorized by Task Order(s). For each task order, the COUNTY AND CONSULTANT shall meet to describe and identify in detail the needed service(s) to be performed by CONSULTANT. The CONSULTANT will be required to provide the County with a written (detailed) description of service(s) and estimated cost of services for each task order. Redistribution of individual task order estimated budget may be permitted upon approval of the COUNTY and prior to implementation by the CONSULTANT. The Task order shall be a mutually agreeable time for completion of the work identified. At the County's discretion, work on subsequent task order(s) may not be authorized until the satisfactory completion of active task orders.

1.2 DESCRIPTION OF PROJECT

This project involves the selection of CONSULTANT(s) to support the Department of Public Works, Water Services Division, Surface Water Management Program and the County's National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit. The project shall require expert knowledge in areas such as: storm water master planning, hydrology, hydraulic, and water quality modeling. CONSULTANT(s) shall have the ability to evaluate, and enhance previously developed storm water master plan hydrology and hydraulic models, perform storm water infrastructure design, construction drawings and specification services, stream bank restoration planning and design services, implement surveying techniques, prepare grant applications, and prepare Request For Proposals (RFPs) and Invitation To Bids (ITBs) scopes of services.

1.3 PURCHASING THE RFP

This RFP and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.4 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at **11:00 A.M., December 20, 2005** at the Fulton County Department of Purchasing, Proposal Opening Conference Room, Fulton County Public Safety Building, Suite 1168, 130 Peachtree St., SW., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however, Consultants are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information

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regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.5 PROPOSAL DUE DATE

The **FULTON COUNTY PURCHASING DEPARTMENT** solicits Proposals for services outlined in the Scope of Services. Proposals will be received in the Department of Purchasing, **Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until 11:00 A.M., local time on January 4, 2006.** All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Consultant. The proposal due date can be changed only by addendum.

1.6 DELIVERY REQUIREMENTS

Any proposals received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Consultant to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Consultant shall be responsible for its timely delivery to the Department of Purchasing.

1.7 CONTACT PERSON AND INQUIRES

Any questions or suggestions regarding this RFP should be submitted in writing to: Purchasing Department, Contact Person: **Malcolm Tyson, 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303, Telephone Number (404) 730-5811, Fax Number (404) 335-5808,** or email address at malcolm.tyson@co.fulton.ga.us. Any response made by the County will be provided in writing to all Consultants by addendum. No verbal responses shall be authorized.

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Section 2 – Instructions to Consultant(s)

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All requirements, unless otherwise specified, must be met or be capable of being met by the Consultant or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum:	Revision to the RFP documents issued by the County prior to the receipt of proposals.
Agreement:	Refers to the executed contract between the County and Contacting Entity.
County:	Fulton County Government and its authorized representatives.
Contact Person:	Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.
Owner:	Fulton County Government
Scope of Work:	All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Consultant/Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the final contract award by the Board of Commissioners, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted proposal of the person, firm, or entity in violation is not responsive, and same shall not thereafter be considered for award.

2.4 CLARIFICATION AND ADDENDA

CONSULTANT(s) may submit requests for clarifications or interpretations regarding this RFP and the Contract. CONSULTANT(s) must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, CONSULTANT(s) are cautioned that if CONSULTANT(s) do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **December 20, 2005 at 5:00 P.M.**, local prevailing time. CONSULTANT(s) are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the CONSUTLANT(s) of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing
Attn: Malcolm Tyson
Public Safety Building
130 Peachtree Street, SW, Suite 1168
Atlanta, GA 30303
Email: malcolm.tyson@co.fulton.ga.us
Telephone Number: (404) 730-5811
Fax Number: (404) 335-5808
Re: RFP #06RFP20MT0603Y – Standby Engineering Services

All response to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. CONSULTANT(s) who submit a proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the CONSULTANT(s).

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During the period provided for the preparation of the Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each CONSULTANT(s) is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a three (3) year term. Funding for this AGREEMENT is allotted from the multi-year funds. The term of this AGREEMENT, shall commence on the date of Notice to Proceed and continue for a total contract time of three (3) consecutive years, without further obligation of the COUNTY and satisfactory CONSULTANT(s) performance as defined elsewhere in the AGREEMENT. If the Board of Commissioners do not allocate funds, this AGREEMENT shall expire upon expiration of the then existing funded term. Non-renewal of this AGREEMENT shall not result in a claim for payment or damages by CONSULTANT(s), except that CONSULTANT(s) shall be paid for actual services rendered through the date of termination.

2.6 REQUIRED SUBMITTALS

This is a checklist for the forms and affidavits that must be submitted. This section does not contain instructions for submission:

- Technical Proposal
- Cost Proposal (Fixed Hourly Rate Schedule)
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
- Certification Regarding Debarment
- Non-Conflict of Interest Certification
- Non-Collusion Affidavit of Prime Offeror
- Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
- Exhibit A - Promise of Non-Discrimination
- Exhibit B - Employment Report
- Exhibit C - Schedule of Intended Subcontractor Utilization
- Exhibit D - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- Exhibit E - Declaration Regarding Subcontractor Practices
- Exhibit F - Joint Venture Disclosure Affidavit Forms
- Exhibit G - Prime Contractor's Subcontractor Utilization Report
- Equal Business Opportunity Plan (EBO Plan)

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2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three members from the Department of Public Works and two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements set forth in Section 3.5 and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF CONSULTANT(S)

The submission of more than one (1) proposal to the County as the primary Consultant or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Consultant and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Proposer and the County reserves the right to award the contract to the responsible Proposer submitting responsive proposals with resulting AGREEMENTs most advantageous and in the best interest of the County. The County shall be the sole judge of the Proposals and the resulting AGREEMENTs that are in its best interest and its decision shall be final. Also, the County reserves the right to make such an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. The Proposer shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to, current financial statements by an independent CPA, verification of availability of personnel, and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-234 which is incorporated by reference herein. Protestors shall seek resolution of their complaints initially with the Department of Purchasing. A protest with respect to this invitation to Proposal shall be submitted in writing prior to the scheduled receipt date of this Proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled receipt date of this Proposal. The protest shall be submitted within six (6) calendar

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days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

2.11 MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Consultant/Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.7 in writing at the following address: Fulton County Purchasing Department, Public Safety Building, 130 Peachtree Street, SE, Suite 1168, Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF CONSULTANT

Each consultant shall conduct all necessary investigations and review of all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Consultant(s) are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Consultant believes is exempt from disclosure, the Consultant must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The

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County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Consultants waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Consultant being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Consultants recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Consultant may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Consultant(s). A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Consultant(s) responding to this RFP from further consideration for this procurement, and to notify such Consultant(s) of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Consultant(s) to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter

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into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Consultant(s) and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Consultant(s) acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Consultant(s). In addition, the Consultant(s) shall be solely responsible for all costs (including engineering and legal costs) incurred by such Consultant(s) in connection with this selection process, including any costs incurred by the Consultant(s) in any subsequent negotiations entered into in connection with developing the Proposal. There shall be

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no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Consultant(s) from further participation in any negotiation process if the County determines that such Consultant(s) is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Consultant(s) and such Consultant(s) is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Consultant(s), which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

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

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FULTON COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

RFP #06RFP20MT0603Y – Surface Water Management Standby Engineering
Consultant(s) Services

The following information pertains to the submission of a proposal to Fulton County (“County”), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal (“RFP”) conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

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7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

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12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror

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has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.

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30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

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Section 3 – Proposal Requirements**

3.1. SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **January 4, 2006 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS - RFP #06RFP20MT0603Y
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include Consultant(s) information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Consultant(s), including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**RFP #06RFP20MT0603Y – Standby Engineering Consultant Services
(Technical or Cost Proposal)
(Consultant(s) Name and Address)**

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Standby Engineering Services for Surface Water Management
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3.1.2 Number of Copies

Consultant(s) shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Consultant(s) shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 DESCRIPTION OF PROJECT

This project involves CONSULTANT(s) services on an as-needed basis to support the Department of Public Works, Water Services Division, Surface Water Management Program and the County's National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit. The project shall require expert knowledge in areas such as: storm water master planning, hydrology, hydraulic and water quality modeling. The CONSULTANT(s) shall have the ability to evaluate, and enhance previously developed storm water master plan hydrology and hydraulic models, and scope of service deliverables, perform storm water infrastructure design, construction drawings and specification services, stream bank restoration planning and design services, provide surveying techniques, prepare grant application, and prepare Request For Proposal (RFP) and Invitation To Bid (ITB) scope of services.

Specific areas of expertise desired include:

1. Sub-basin level (300 to 1000 acre) modeling to develop focused solutions for flooding and stream bank erosion problems;
2. Design and permitting of solutions proposed from sub-basin level modeling;
3. Stream bank restoration design;
4. Infrastructure remediation design and preparation of biddable contract documents including construction plans and specifications and permitting;

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Section 3 – Proposal Requirements

5. GIS support capabilities; and
6. Dam design remediation and dam break analysis

3.4 SCOPE OF WORK

The County plans to select CONSULTANT(s) to support on an as-needed basis the Department of Public Works, Water Service Division, Surface Water Management program and its National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit.

The work to be performed will be authorized by Task Order(s). For each task order the COUNTY and CONSULTANT(s) shall meet to describe and identify in detail the needed service(s) to be performed by CONSULTANT(s). The CONSULTANT(s) will be required to provide the County with a written (detailed) description of service(s) and estimated cost of services for each task order. Redistribution of individual task order estimated budget may be permitted upon approval of the COUNTY and prior to implementation by the CONSULTANT(s). The Task Order shall contain a mutually agreeable time for completion of the work identified. At the COUNTY's discretion, work on subsequent task order(s) may not be authorized until the satisfactory completion of active task orders.

CONSULTANT(s) will be responsible for management of each Task Order within the mutually agreeable time of completion identified for the task order.

CONSULTANT(s) shall meet with the COUNTY to establish task orders, status meetings frequency and shall prepare and submit meeting minutes and task order(s) status report and schedule. As a minimum there shall be monthly status meetings.

Types of work effort that might be required under this contract are as follows:

1. Assist in the development, evaluation, and review of the County's National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4), Phase One (1), permit program components. CONSULTANT(s) shall provide the necessary deliverables and recommendations to improve, implement and/or to develop new program element(s) and enhance existing program elements.
2. Assist with the review, enhancement, and updating of Storm Water/Water Resources Management Master Plan (WRMMP) components and models. The master plans models input data and content were previously developed by other CONSULTANT(s). The existing developed models are HEC-1, HEC-2/HEC-RAS, SWMM and BASINS (for water quality). Other models may be utilized depending upon the specific conditions of the tasking and the experience and recommendations of the CONSULTANT(s) subject to approval by the County.

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This may include revisiting the hydrology and hydraulic input and output data to make adjustment for new and proposed development, as well as FEMA's Cooperating Technical Partners (C.T.P.) floodplain management requirements and other relevant storm water master planning issues.

3. Assist with the practical day-to-day application of existing Water Resources Management Unit (WRMU) master plans, and storm water conveyance infrastructure system inventory deliverables for drainage basin management, surface water planning and engineering operations. This tasking may include the development of tools for zoning, rezoning and special use application, floodplain management, infrastructure upgrade, capital construction planning and documentation, storm water system components maintenance planning, coordination with the County's comprehensive land-use plan, and the evaluation/assessment of development impacts on downstream infrastructure. Infrastructure upgrade may be either system-wide or localized depending upon project requirements.
4. Provide G.I.S., database and mapping support.
5. Provide stream bank restoration planning, design specifications and drawing preparation services.
6. Perform surface water infrastructure system design; prepare infrastructure system construction drawings; assist with project permitting, inspection, maintenance and facilities/BMP upgrading; limited review and evaluation of proposed development projects storm water management water quantity and quality, and other related surface water conveyance infrastructure and drainage basin management services. Surveying and geotechnical or soil science services may be required depending upon the task assignments
7. Prepare Requests for Proposal (RFPs) and Invitation to Bids (ITBs). The types of projects for which RFP's or ITB's might be prepared include surface water management and storm water related projects for which the County might determine to be beneficial to perform under contract.
8. Prepare grant applications and develop applicable documentation. Grants that might be considered and pursued include any grants that apply to surface water and storm water management at the state and federal level.
9. Provide limited support for the COUNTY's storm water quality monitoring and sampling program implementation effort. This effort may include performing water quality sampling and data evaluation and analysis, etc.

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10. Provide contractual support to existing COUNTY contracts, including participation in the coordination of existing project meetings, as deemed necessary by the COUNTY.

The proposer selected shall demonstrate knowledge and experience in furnishing and completing service areas listed above for other counties and cities.

3.5 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical proposal shall include the appropriate and requested information in sufficient detail.

One (1) original and five (5) copies of the Technical Proposal shall be provided and include the content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Qualifications and Experience

This section of the Proposal must present general information about the Proposer. The Proposal shall include details about the type of firm or organization such as, corporation, partnership, Limited Liability Company, joint venture or design or construction prime that will execute and deliver the D/B Project, including ownership and management structure. The use of the term proposer refers to all members of the proposing entity. This does not include sub-contractors unless the D/B arrangement is structured with either the design or construction firm as the prime and the other as a sub-contractor. In this case the qualifications for the design or construction sub-contractor are significant and should be included.

- Location and address of corporate and regional offices of all members of the proposing team.
- Consultant(s) should submit an organizational chart of the business structure of the proposing entity.
- Project Personnel—Consultant(s) should also include an organizational chart of the structure of the Team and a brief description of the roles, responsibilities and resumes (note to exceed two pages total including resumes) of key personnel.
- Sub consultant resumes should be provided as a two page resume on each sub-consultant firm proposed for this project. (Not exceeding two pages per sub-consultant)

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Section 3 – Experience and Performance Qualifications (Not exceeding three pages total)

Provide a description of past performance on County projects and experience the firm has had with projects similar to standby engineering services described herein. For a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of each project, include key contact persons (other than members of your firm) at a management level, titles, email addresses, and telephone numbers, name and location of project, and fax numbers.

Section 4 – Project Approach and Delivery Schedule (Not exceeding ten pages)

The Consultant shall demonstrate and provide a description of how they will perform the work to meet the schedule presented in Section 9 Exhibit D – Schedule. Provide a description of recommended enhancements or improvements to the scope of services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit to the project. Explain how such knowledge or expertise would benefit the project.

Section 5 – Proximity of Office in Fulton County (Not exceeding one page)

Provide the normal office location where work on this project will be performed.

Section 6 – Financial Responsibility

The Financial Information section shall include the following:

- A copy of the most recent annual report with footnotes or most recent audited financial statement.
- Copy of Business License
- Latest Dunn and Bradstreet Report

Section 7 – Confidential and Proprietary Information

This section of the Proposal shall present technical, financial, other confidential information, and proprietary information that are exempt from public disclosure.

Section 8 – Key Personnel Experience and Availability (Not exceeding two pages total including resumes)

Provide an organizational chart of the structure of the Team and a brief description of the roles, responsibilities and resumes of key personnel. Provide a summary of those personnel anticipated to be assigned to the project and the percentage of their time available to commit to the project during performance of

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assigned tasks. Resumes (not to exceed two pages in length each) shall be provided. The key personnel, as a minimum, shall work out of the local office and reside in the metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay direct cost for the relocation, temporary housing, or subsistence of staff assigned to this project.

3.6 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with Section 3.1 – Submission Requirements. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 – Introduction

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

Section 2 – Completed Cost Proposal

Cost (Provide one (1) original and five (5) copies of the proposal contained herein)

The consultant(s) is required to complete **all** of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

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Section 4 – Proposal Evaluation Criteria

4.1 PROPOSAL EVALUATION & SELECTION CRITERIA

The selection and award of the contract shall be in accordance with and in conformance with Georgia State Law (S.B. 241, Section 14B) and the Board of Commissioners Resolution Establishing Policy and Procedures for the Award of Architectural and Engineering Contracts. A duly appointed Selection Committee shall rank the proposals and make recommendation to the Board of Commissioners for award of the contract. Determinations shall be based on the following considerations:

- Related Experience and Past Performance **(25%)**
- Key Personnel Experience **(20%)**
- Project Approach **(10%)**
- Location of Proposer's Office **(10%)**
- Financial Capability **(5%)**
- Cost Proposal **(30%)**

Discussions may be made by the purchasing agent, in conjunction with the user department, with responsible offerors who submit proposals determined by the purchasing agent, and upon written recommendation of the Public Works Department, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements.

Consultant(s) who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County so to do. Consultant(s) are not to initiate the above discussions unless and when so notified by the Purchasing Department during the evaluation and selection process. The County may hold interviews with Consultant(s) on this project.

The award of a contract for this project is intended to be made by the Board of Commissioners of Fulton County to the responsible offerors whose proposals are determined, upon written recommendation by the County Manager, the Purchasing Agent and the Director of Public Works, to be in the best interest of the County taking into consideration price and the evaluation factors set forth in the Request for Proposal.

No vendor, person, consultant or entity including any successors in title, assigns, representatives, subcontractors, or affiliates, who participated in the creation of the specifications and/or scope of work for Request for Proposal 06RFP20MT0603Y shall bid on any work stemming there from or assist in the creation of any bid documents submitted in response to 06RFP20MT0603Y whether individually or as a joint venture with any vendor, person, consultant or entity which did not participate in the creation of the specifications and/or scope of work. Any vendor, person, consultant or entity that

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violates this paragraph shall be grounds for Fulton County to terminate any existing Fulton County contract with such vendor, person, consultant or entity and shall be grounds for Fulton County to reject any such bid or response.

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Section 5 – Proposal Forms

5.1 INTRODUCTION

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

Procurement Affidavits:

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Non-Collusion Affidavit (Sub-Contractor)
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements
Procurement Cost Proposal	Cost Proposal

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5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Forms required:

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavits – (Prime)

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all subcontractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Non-Collusion Affidavits – (Sub-Consultant)

The Proposal shall include a copy of Proposal Form 2B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

5.2.4 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.5 Cost Proposal

The Cost Proposal shall be provided in a separate sealed enveloped in accordance with Section 3.1 – Submission Requirements. The Cost Proposal shall include current information and shall be arranged and include content as described below:

- Section 1 – Introduction
The Consultant shall include an introduction which outlines the contents of the Cost Proposal.
- Section 2 – Completed Cost Proposal
Cost (provide one (1) original and five (5) copies of the proposal contained herein).

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The Consultant(s) is required to complete all of the Price Proposal Forms included in Section 3 of the RFP. Section 3 provides a description of the Price Proposal Forms.

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CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

- (a) *Authority to suspend.*

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

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tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

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

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business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

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STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF PRIME /OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

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NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 5 – Proposal Forms**

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 5 – Proposal Forms**

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 5 – Proposal Forms**

**CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL
REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 5 – Proposal Forms**

**PLEASE COMPLETE AS DIRECTED, AND INSERT IN YOUR
SEPARATE SEALED COST PROPOSAL**

**Cost Proposal
(Example of Fixed Hourly Rate Schedule)**

(To be completed and submitted with the cost proposal)

Service Area	Billing Classification	2006 Hourly Billing Rate	2007 Hourly Billing Rate	2008 Hourly Billing Rate	2009 Hourly Billing Rate
Administration/Clerical	Administrative Assistant 1				
	Administrative Assistant 2				
Project Management	Project Manager				
	Principal				
Project Engineering	Project Engineer				
	Engineer I				
Technical Support	GIS Tech				
	Cad Operator				
Field Services	Licensed Surveyor				
	2 Man Survey Crew				
	3 Man Survey Crew				

- For each billing classification, identify the applicable service area, which may be selected from the following list of five areas: Administration/Clerical, Project Management, Project Engineering, Technical Support, Field Services.
- Proposer(s) may expand the rate schedule to include Billing Classifications (positions) which they feel are necessary to perform the tasks specified in the scope of services. Each Billing Classification must be identified within one of the five service areas. An equivalent cost schedule may be generated by the proposer and referenced as an attachment to this proposal document. Hourly rate schedules are required for all firms included.

Signature

Title (Please print)

Firm

Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

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

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

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

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

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

Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

- **Exhibit G** – Prime Contractor’s Subcontractor Utilization Report

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

(_____)
Title Firm Name

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

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from;
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business;
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid.** All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s) _____

1. My firm, as Prime Bidder on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE);**

****If yes, attach copy of recent certification letter.**

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

**EXHIBIT D
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____

Project Name _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

Signature _____

Title _____

Date _____

(Subcontractor)

Signature _____

Title _____

Date _____

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

**EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING
PRACTICES**

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

_____ hereby declares

(Bidder)

that it is my/our intent to perform 100% of the work required for _____

(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____

Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

RFP No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

PRINCIPAL OFFICE ADDRESS: _____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimate contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

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

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

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

**Request for Proposal Number 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

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

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

**Request for Proposal Number - 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements**

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____

TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Notary: _____

Date: _____

My Commission Expires: _____

Request for Proposal Number - 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 6 – Contract Compliance Requirements

- Should you have any questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

**Request for Proposal Number - 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 7 – Insurance and Risk Management Provisions**

Insurance and Risk Management Provisions

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYERS’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	- EACH ACCIDENT	-	\$500,000
Employer’s Liability Insurance	BY DISEASE	- POLICY LIMIT	-	\$500,000
(Aggregate)	BY DISEASE	- EACH EMPLOYEE	-	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

**Request for Proposal Number - 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 7 – Insurance and Risk Management Provisions**

4. ELECTRONIC DATA PROCESSING LIABILITY (Required if computer contractor)	Limits	-	\$1,000,000
5. UMBRELLA LIABILITY (In excess of above noted coverage's)	Each Occurrence	-	\$2,000,000
6. PROFESSIONAL LIABILITY (Required if respondent providing professional services).	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND (Employee Dishonesty)	Each Occurrence	-	\$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

Request for Proposal Number - 06RFP20MT0603Y
Standby Engineering Services for Surface Water Management
Section 7 – Insurance and Risk Management Provisions

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

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AGREEMENT

This AGREEMENT, made and entered into as of the _____ day of _____, 2006 by and between FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and _____ authorized to provide Consulting services in Georgia, hereinafter referred to as "CONSULTANT(s)":

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the DEPARTMENT) desires to retain a qualified and experienced CONSULTANT(s) to perform certain services regarding Surface Water Management Activities (hereinafter, referred to as the "PROJECT").

WHEREAS, CONSULTANT(s) has represented to COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, COUNTY and CONSULTANT(s) agree as follows:

ARTICLE 1. CONSULTANT(s)/OWNER AGREEMENT: COUNTY hereby engages CONSULTANT(s), and CONSULTANT(s) hereby agrees to perform the services hereinafter set forth. For the purposes of this AGREEMENT, "CONSULTANT(s) shall also include its agent, its employees, or any non-employee performing any work at CONSULTANT(s)' request or direction that is connected in any way to the Scope of Services of this AGREEMENT. This AGREEMENT, and Request For Proposal including the exhibits, constitutes the entire AGREEMENT of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this AGREEMENT shall be binding upon the parties unless the same is in writing, signed by the COUNTY and CONSULTANT(s)' duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners pursuant to Fulton County Policy 800-6.

ARTICLE 2. SEVERABILITY: If any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the AGREEMENT, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT: COUNTY and CONSULTANT(s) agree the PROJECT is as described in Exhibit A – "Description of Project." All exhibits referenced in this AGREEMENT constitute an integral part of this AGREEMENT as if they were contained herein.

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ARTICLE 4. SCOPE OF SERVICES: Unless modified in writing by both parties in the manner specified in the AGREEMENT, duties of CONSULTANT(s) shall not be construed to exceed those services specifically set forth herein. CONSULTANT(s) agrees to provide all services, products, and data and to perform all tasks described in Exhibit B entitled, - “Scope of Services,” (identified as “work”).

ARTICLE 5. DELIVERABLES: CONSULTANT(s) shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in Exhibit C entitled, - “Deliverables”. CONSULTANT(s) shall provide to COUNTY all deliverables specified in Exhibit “B” should they not already be covered in Exhibit “C”. Deliverables shall be furnished to COUNTY by CONSULTANT(s) in a media form that is acceptable and usable by COUNTY at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY: CONSULTANT(s) shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the PROJECT. Certain services as described in Exhibit “B” entitled - Scope of Services, if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONSULTANT(s) in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent.

COUNTY will appoint in writing a COUNTY REPRESENTATIVE with respect to work to be performed under this AGREEMENT until COUNTY gives written notice of the appointment of a successor. The COUNTY REPRESENTATIVE shall have complete authority to transmit instructions to, and receive information from CONSULTANT(s). CONSULTANT(s) may rely upon written consents and approvals signed by COUNTY’S representative to the extent authorized by laws and COUNTY policies.

ARTICLE 7. MODIFICATIONS: If during the course of performing the work, COUNTY and CONSULTANT(s) agree that it is necessary to make changes in the PROJECT as described herein and referenced exhibits, such changes will be incorporated in written amendments in the form of Change Orders to this AGREEMENT, PURSUANT TO County Policy and Procedure 800-6. Any such Change Order shall not become effective or binding unless approved by the Board of Commissioners and entered upon the minutes.

ARTICLE 8. TIME OF PERFORMANCE: CONSULTANT(s) shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONSULTANT(s) from COUNTY. CONSULTANT(s) shall begin work under this AGREEMENT no later than five (5) days after the effective date of the notification to proceed, with each work assignment completed in a timely fashion as required by the particular work assignment.

ARTICLE 9. CONTRACT TERM: Funding for this AGREEMENT is allotted from the multi-year funds. The term of this AGREEMENT, shall commence on the date of Notice to Proceed and continue for a total contract time up to three (3) years, without further obligation of the COUNTY, and satisfactory CONSULTANT(s) performance as defined elsewhere in the AGREEMENT. If the Board of Commissioners does not allocate funds, this AGREEMENT shall

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expire upon expiration of the then existing funded term. Non-renewal of this AGREEMENT shall not result in a claim for payment or damages by CONSULTANT(s), except that CONSULTANT(s) shall be paid for actual services rendered through the date of termination.

ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTING SERVICES:

Compensation for work performed by CONSULTANT(s) on the project shall be on the basis of standard billing rates shown in Exhibit E - Basis of Payment to this AGREEMENT, of those principals and employees engaged directly on the work. Standard billing rates, as presented in Exhibit E, shall remain in effect throughout the duration of this AGREEMENT. Direct PROJECT expenses including travel, subsistence, printing, toll telephone calls, specialized equipment rental and professional services are also reimbursable at actual cost. Cost for relocation, temporary housing, or subsistence of staff assigned to this PROJECT are not direct PROJECT expenses and will not be reimbursed.

The maximum yearly amount payable by the COUNTY for the PROJECT shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), which is full payment for a complete scope of services. Invoices for payment shall be submitted to COUNTY by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

CONSULTANT(s) may submit to the COUNTY, a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding calendar month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not in the form agreed upon by the parties, if not properly supported, or if the costs requested or a part thereof, as determined by the COUNTY, are reasonably in excess of the actual services rendered. The COUNTY shall pay the undisputed portions of an invoice, provided that the approval or payment of any such invoice shall not be considered a waiver of any rights of the COUNTY. The COUNTY may recoup or back charge for such payment upon further evidence that services were not performed per the terms of the AGREEMENT, and such payment shall not be considered to be acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay the undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase and objectives for the next month, an accurate updated schedule, a description of the percentage of total work completed for each phase through the date of the statement, and an updated draw-down of the Task-Discipline Matrix submitted with CONSULTANT(s)' cost proposal.

CONSULTANT(s) agrees that the compensation provided within shall be full and final settlement of all claims arising against the COUNTY for work done, materials furnished, cost incurred or otherwise arising out of this AGREEMENT and shall release the COUNTY from any and all further claims related to payment for services and materials furnished in connection with this AGREEMENT.

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COUNTY and CONSULTANT(s) agree that in the event any AGREEMENT provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Georgia Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said AGREEMENT provision shall control. Notwithstanding the foregoing, the COUNTY shall not be responsible or liable for any late payment interest or penalty.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONSULTANT(s) shall identify in writing a PROJECT MANAGER who shall have sole authority to represent CONSULTANT(s) on all manners pertaining to this contract.

CONSULTANT(s) represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete this AGREEMENT, none of who shall be employees of or have any contractual relationship with COUNTY. All of the services required hereunder will be performed by CONSULTANT(s) under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Key personnel, including sub-consultant(s), engaged in performing services for CONSULTANT(s) under this AGREEMENT are indicated in the TECHNICAL PROPOSALS entitled, - “Organization and Experience of Proposed Staff” and in EXHIBIT “F” to the AGREEMENT. Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or sub-consultant(s) performing services on this PROJECT by CONSULTANT(s). No changes or substitutions shall be permitted in CONSULTANT(s)' key personnel or sub-consultant(s) as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or sub-consultant(s) during the course of this PROJECT shall constitute a cause for termination under the terms outlined in **ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE** of this AGREEMENT.

CONSULTANT(s) shall employ persons who are in responsible charge of supervision on the work performed on this PROJECT, duly registered in the State of Georgia in the appropriate area.

CONSULTANT(s) shall endorse all deliverables including: reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of CONSULTANT(s) and responsible for the work prescribed by this AGREEMENT.

ARTICLE 12. SUSPENSION OF WORK: COUNTY may order CONSULTANT(s) in writing to suspend, delay or interrupt all or any part of the Scope of Services, as same may be described, for such period of time as the COUNTY may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay resulting from such suspension.

ARTICLE 13. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by AGREEMENT shall be decided by the COUNTY REPRESENTATIVE. He shall reduce his

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decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT(s). The decision of the COUNTY REPRESENTATIVE shall be final and conclusive unless, within 30 days from the date of receipt of such copy, CONSULTANT(s) mails or otherwise furnishes to the Director of Public Works a copy of a written appeal. The decision of the Director of Public Works for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this AGREEMENT as limiting judicial review of such decision. Provided, however, that any such decision shall be final and conclusive unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONSULTANT(s) shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONSULTANT(s) shall proceed diligently with the performance of the AGREEMENT and in accordance with the Director of Public Works' decision.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE: Either the COUNTY or the CONSULTANT(s) may terminate this AGREEMENT in the event the other party fails to perform in accordance with the provisions of said AGREEMENT. Termination of this AGREEMENT is accomplished by 30 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of COUNTY, shall constitute cause for termination. In such event, copies of finished or unfinished documents prepared by CONSULTANT(s) under this AGREEMENT shall be submitted to COUNTY as stated in Exhibit C entitled, - "Deliverables". CONSULTANT(s) shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by COUNTY, including reasonable costs for the orderly filing, closing, or turn-over of work within the Scope of Services.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY: Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONSULTANT(s). If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONSULTANT(s) will be paid compensation for those services actually performed as of the date the COUNTY delivers the notice of termination according to ARTICLE 34 of this contract. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT(s) which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONSULTANT(s) shall also be paid for the orderly filing, closing or turn-over of work within the Scope of Services.

ARTICLE 16. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT(S): CONSULTANT(s) shall perform the services under this AGREEMENT as an independent CONSULTANT(s) and nothing contained herein shall be constructed to be inconsistent with this relationship or status. Nothing in this

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AGREEMENT shall be interpreted or construed to constitute CONSULTANT(s) or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. RESPONSIBILITY OF CONSULTANT(S): CONSULTANT(s) is employed to render a professional service only and any payments made to CONSULTANT(s) are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT(s) shall follow the practice of the CONSULTING profession, including the degree and skill employed in program management/construction management profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT(s)' failure to comply with standard Consulting procedures, including standard program management/construction management procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT(s)' expense. Nothing in this article shall be construed to preclude the County from pursuing any rights or remedy it may otherwise have against CONSULTANT(s) for CONSULTANT(s)' failure to deliver or perform the Scope of Services in a professional manner.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANT(S): CONSULTANT(s) will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY employees, appointed committee(s) or other CONSULTANT(s). CONSULTANT(s) shall fully cooperate with such other related CONSULTANT(s) and COUNTY employees or appointed committees. CONSULTANT(s) shall provide within his schedule of work, time and effort to coordinate with other CONSULTANT(s) under contract with COUNTY. CONSULTANT(s) shall not commit or permit any act, which will interfere with the performance of work by any other CONSULTANT(s) or by COUNTY employees.

ARTICLE 20. ACCURACY OF WORK: CONSULTANT(s) shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSULTANT(s) of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. CONSULTANT(s) shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to CONSULTANT(s). CONSULTANT(s) shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK: Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT(s), shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT(s) of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT(s) shall produce progress prints or copies of any work as performed under this AGREEMENT.

Refusal by CONSULTANT(s) to submit progress reports and/or plans shall be cause for

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COUNTY, without any liability thereof, to withhold payment to CONSULTANT(s) until CONSULTANT(s) complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT(s).

ARTICLE 22. INDEMNIFICATION: CONSULTANT(s) agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent acts, errors, omissions or the willful intentional acts of CONSULTANT(s) in the performance or its failure to perform the terms or requirements of AGREEMENT, whether such injury, death, loss or damage results from any cause whatsoever. CONSULTANT(s) shall not indemnify, defend or hold harmless the COUNTY for the sole acts or omissions of the COUNTY employees, officers, or agents of the COUNTY. CONSULTANT(s) obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT(s) further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT(s). These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 23. CONFIDENTIALITY: CONSULTANT(s) agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public.

Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by CONSULTANT(s) pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and delivered to the Director of the department.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this AGREEMENT shall not be presented publicly or published without prior approval in writing of COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by CONSULTANT(s) without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONSULTANT(s), but should any such information be released by COUNTY or by CONSULTANT(s) with such prior written approval, the same shall

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be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:

CONSULTANT(s) agrees that Fulton County is the sole owner of all information, data, and materials (hereafter “Information”) that are developed or prepared subject to this AGREEMENT. CONSULTANT(s) or any sub-consultant(s) is not allowed to use or sell such Information subject to this AGREEMENT for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the department. All electronic files used on this PROJECT, which are by definition, any custom software developed by CONSULTANT(s), or commercially available software procured by CONSULTANT(s), pursuant to this AGREEMENT, (collectively, the “Software”), shall be turned over to the COUNTY for its use after termination hereof and CONSULTANT(s) shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by CONSULTANT(s) and registered in the name of the Director of the department, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which CONSULTANT(s) has pre-existing proprietary rights and/or has otherwise been licensed to CONSULTANT(s) prior to this AGREEMENT, and any upgrades, updates, modifications or enhancements thereto. CONSULTANT(s) agrees to provide at no cost to COUNTY any upgrades to any Software on this PROJECT which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the PROJECT, except in the case of commercial Software licensed to the COUNTY or Director. Any Information developed for use on this PROJECT may be released as public domain information by the COUNTY at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES: CONSULTANT(s) warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an AGREEMENT or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT(s) for the purpose of securing business and that CONSULTANT(s) has not received any non-County fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE: CONSULTANT(s) shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

1. **Workman’s Compensation Insurance** in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.
2. **General Aggregate** in an amount not less than Two Million Dollars (\$2,000,000).
3. **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

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4. **Professional Liability Insurance** in an amount that equals or exceeds the amount of fees for the AGREEMENT. For purposes of the first year of this AGREEMENT the amount of errors and omissions insurance shall not be less than at least twice the value of the value of contract. If coverage is issued on a claims-made basis, a policy should be kept in force at least twenty-four (24) months after completion and acceptance of the PROJECT.
5. **Comprehensive Automobile Liability Insurance**, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.
6. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT and the AGREEMENT.

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the PROJECT is accepted by COUNTY. If CONSULTANT(s) receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT(s) will promptly advise COUNTY in writing. Failure of CONSULTANT(s) to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that CONSULTANT(s) should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONSULTANT(s), COUNTY will notify CONSULTANT(s) thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONSULTANT(s) will provide to COUNTY such additional information in respect of insurance provided by him as COUNTY may reasonably request. The right of COUNTY to review and comment on Certificates of Insurance is not intended to relieve CONSULTANT(s) of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT(s) of his liability for any claims which might arise.

ARTICLE 27. PROHIBITED INTEREST:

1. Conflict of Interest: CONSULTANT(s) agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT(s) further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.
2. Interest of Public Officials: No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

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ARTICLE 28. SUBCONTRACTING: Except as identified in Section III, Exhibit C entitled, - "Schedule of Intended Sub-consultant(s) Utilization," CONSULTANT(s) shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. ASSIGNABILITY: CONSULTANT(s) shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. COUNTY will not unreasonably withhold its consent regarding assignment of this AGREEMENT. Any attempted assignment or subcontracting by CONSULTANT(s) without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this AGREEMENT without the COUNTY having to provide prior notice to CONSULTANT(s) for the termination to be effective. Termination shall be effective at the time of the unconsented assignment. CONSULTANT(s) binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, AGREEMENTS and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE: Salaries of CONSULTANT(s), surveyors, draftsmen, clerical and technicians performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT(s) hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 31. AUDITS AND INSPECTORS: At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT(s) shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this AGREEMENT.

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

ARTICLE 32. ACCOUNTING SYSTEM: CONSULTANT(s) shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting

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principles. CONSULTANT(s) must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT: No verbal AGREEMENT or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal AGREEMENT or conversation entitle CONSULTANT(s) to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental AGREEMENT, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to COUNTY, shall be addressed as follows:

Thomas C. Andrews, County Manager
Office of the County Manager
141 Pryor Street, S. W., Suite 1061
Atlanta, GA 30303

Notices to CONSULTANT(s) shall be addressed as follows:

Contact Name
Name of CONSULTANT(s)
Address of CONSULTANT(s)

ARTICLE 35. JURISDICTION: This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in Georgia. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

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

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this AGREEMENT, CONSULTANT(s) agrees as follows:

Section 36.1 CONSULTANT(s) will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.2 CONSULTANT(s) will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT(s) state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.3 CONSULTANT(s) will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding

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upon each sub-consultant(s), provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE: Neither COUNTY nor CONSULTANT(s) shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CONSULTANT(s) from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT: The Georgia Open Records Act, O. C.G.A. Section 50-18-70 et seq., applies to this contract. CONSULTANT(s) acknowledges that any documents or computerized data provided to the COUNTY by CONSULTANT(s) may be subject to release to the public. CONSULTANT(s) also acknowledges that documents and computerized data created or held by CONSULTANT(s) in relation to the contract may be subject to release to the public, to include documents turned over to the COUNTY. CONSULTANT(s) shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. CONSULTANT(s) shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by CONSULTANT(s). CONSULTANT(s) shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

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WITNESS WHEREOF, each of the parties hereto has caused AGREEMENT to be executed and delivered on this, the _____ day of _____, 2006.

Attest:

NAME OF CONSULTANT(s)

By: _____

Title: _____

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

Mark Massey, Clerk of Commission

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Office of County Attorney

By: _____
Director of Public Works

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Section 9 – Contract Exhibits
Exhibit A – Description of Project

DESCRIPTION OF PROJECT

This project involves CONSULTANT(s) services on an as-needed basis to support the Department of Public Works, Water Services Division, Surface Water Management Program and the County’s National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit. The project shall require expert knowledge in areas such as: storm water master planning, hydrology, hydraulic and water quality modeling. The CONSULTANT(s) shall have the ability to evaluate, and enhance previously developed storm water master plan hydrology and hydraulic models, and scope of service deliverables, perform storm water infrastructure design, construction drawings and specification services, stream bank restoration planning and design services, provide surveying techniques, prepare grant application, and prepare Request For Proposal (RFP) and Invitation To Bid (ITB) scope of services.

Specific areas of expertise desired include:

1. Sub-basin level (300 to 1000 acre) modeling to develop focused solutions for flooding and stream bank erosion problems;
2. Design and permitting of solutions proposed from sub-basin level modeling;
3. Stream bank restoration design;
4. Infrastructure remediation design and preparation of biddable contract documents including construction plans and specifications and permitting;
5. GIS support capabilities; and
6. Dam design remediation and dam break analysis

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Exhibit B – Scope of Work

SCOPE OF WORK

The County plans to select CONSULTANT(s) to support on an as-needed basis the Department of Public Works, Water Service Division, Surface Water Management program and its National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit.

The work to be performed will be authorized by Task Order(s). For each task order the COUNTY and CONSULTANT(s) shall meet to describe and identify in detail the needed service(s) to be performed by CONSULTANT(s). The CONSULTANT(s) will be required to provide the County with a written (detailed) description of service(s) and estimated cost of services for each task order. Redistribution of individual task order estimated budget may be permitted upon approval of the COUNTY and prior to implementation by the CONSULTANT(s). The Task Order shall contain a mutually agreeable time for completion of the work identified. At the COUNTY's discretion, work on subsequent task order(s) may not be authorized until the satisfactory completion of active task orders.

CONSULTANT(s) will be responsible for management of each Task Order within the mutually agreeable time of completion identified for the task order.

CONSULTANT(s) shall meet with the COUNTY to establish task orders, status meetings frequency and shall prepare and submit meeting minutes and task order(s) status report and schedule. As a minimum there shall be monthly status meetings.

Types of work effort that might be required under this contract are as follows:

1. Assist in the development, evaluation, and review of the County's National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4), Phase One (1), permit program components. CONSULTANT(s) shall provide the necessary deliverables and recommendations to improve, implement and/or to develop new program element(s) and enhance existing program elements.
2. Assist with the review, enhancement, and updating of Storm Water/Water Resources Management Master Plan (WRMMP) components and models. The master plans models input data and content were previously developed by other CONSULTANT(s). The existing developed models are HEC-1, HEC-2/HEC-RAS, SWMM and BASINS (for water quality). Other models may be utilized depending upon the specific conditions of the tasking and the experience and recommendations of the CONSULTANT(s) subject to approval by the County. This may include revisiting the hydrology and hydraulic input and output data to make adjustment for new and proposed development, as well as FEMA's

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Section 9 – Contract Exhibits
Exhibit B – Scope of Work

Cooperating Technical Partners (C.T.P.) floodplain management requirements and other relevant storm water master planning issues.

3. Assist with the practical day-to-day application of existing Water Resources Management Unit (WRMU) master plans, and storm water conveyance infrastructure system inventory deliverables for drainage basin management, surface water planning and engineering operations. This tasking may include the development of tools for zoning, rezoning and special use application, floodplain management, infrastructure upgrade, capital construction planning and documentation, storm water system components maintenance planning, coordination with the County's comprehensive land-use plan, and the evaluation/assessment of development impacts on downstream infrastructure. Infrastructure upgrade may be either system-wide or localized depending upon project requirements.
4. Provide G.I.S., database and mapping support.
5. Provide stream bank restoration planning, design specifications and drawing preparation services.
6. Perform surface water infrastructure system design; prepare infrastructure system construction drawings; assist with project permitting, inspection, maintenance and facilities/BMP upgrading; limited review and evaluation of proposed development projects storm water management water quantity and quality, and other related surface water conveyance infrastructure and drainage basin management services. Surveying and geotechnical or soil science services may be required depending upon the task assignments.
7. Prepare Requests for Proposal (RFPs) and Invitation to Bids (ITBs). The types of projects for which RFP's or ITB's might be prepared include surface water management and storm water related projects for which the County might determine to be beneficial to perform under contract.
8. Prepare grant applications and develop applicable documentation. Grants that might be considered and pursued include any grants that apply to surface water and storm water management at the state and federal level.
9. Provide limited support for the COUNTY's storm water quality monitoring and sampling program implementation effort. This effort may include performing water quality sampling and data evaluation and analysis, etc.
10. Provide contractual support to existing COUNTY contracts, including participation in the coordination of existing project meetings, as deemed necessary by the COUNTY.

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Exhibit B – Scope of Work

The proposer selected shall demonstrate knowledge and experience in furnishing and completing service areas listed above for other counties and cities.

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Section 9 – Contract Exhibits
Exhibit C - Deliverables

Project Work Plan

- CONSULTANT(s) shall deliver all reports, specifications and drawings prepared under the terms of the AGREEMENT and specified/identified in each Task Order.

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Section 9 – Contract Exhibits
Exhibit D - Schedule

- Each Task Order shall have a defined period of performance.

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Exhibit E – Basis of Payment

- Payment will be made based on the unit price proposal for production, delivery and installation. Vendor hourly rate schedule shall be included.