FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

REQUEST FOR PROPOSAL NO. 08RFP03060NH-K

2008 Standby Engineering Services Transportation

For

Department of Public Works

RFP DUE DATE AND TIME: April 14, 2008 at 11:00 AM
RFP ISSUANCE DATE: March 6, 2008
PURCHASING CONTACT: Nancy Harrison (404)-730-4201
E-MAIL: nancy.harrison@FultonCountyGa.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1
INTRODUCTION

1.1 PURPOSE

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), Fulton County, Georgia ("County") is soliciting proposals from qualified vendors for the **2008 Standby Engineering Services Transportation** on a standby as needed basis for the Department of Public Works Transportation Division.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the **2008 Standby Engineering Services Transportation** contract to the most advantageous Proposer(s) based the evaluation factors set forth in the RFP and the cost.

1.2 DESCRIPTION

The 2008 Standby Engineering Services Transportation Contract typically consists of the preparation of reports, technical memoranda, studies, plans, drawings and specifications for construction and improvements to Fulton County's roadway, and bridge system. Transportation projects may include bridge design, roadway widening, realignment, intersection improvements, and traffic signal installation, construction management and oversight, inspection of roadway construction projects. The services to be furnished by the Consultant under this Request for Proposal (RFP) shall be those necessary to develop and provide preliminary design plans, right-of-way plans, final construction plans, and construction specifications for the necessary design of projects that would be assigned. The Consultant shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the GDOT Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Roads and Bridges, the GDOT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the GDOT. Vendors must be familiar and have staff certified in Georgia Department of Transportation PDP Process. The County will select three (3) stand-by engineering firms to fulfill this contract. The selected Vendors shall be responsible for providing all necessary equipment, personnel, tools and materials required to perform the assigned work. The duration of this stand-by engineering contract is one (1) year from the date of the Notice to Proceed. The County reserves the right to renew this contract for two (2) consecutive optional one (1) year renewal periods dependent on funding, approval by the Board of Commissioners and satisfactory work performance.

1.3 PURCHASING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, http://www.fultoncountyga.gov under "Bid Opportunities".

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **March 24, 2008 at 2:00 P.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information 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

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **April 14, 2008 at 11:00 A.M.,** legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.6 DELIVERY REQUIREMENTS

Any proposal 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 Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person:

Nancy Harrison, Assistant Purchasing Agent
Fulton County Department of Purchasing
131 Peachtree Street, S.W.
Atlanta, Georgia 30303
Direct 404-730-4201
Fax 404-893-1744
Email: nancy.harrison@FultonCountyGa.gov

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

If all technical requirements are not met or the Proposer is not capable of meeting the requirements, the 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 Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the Offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, or shown in this RFP and as Proposed.

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 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.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers 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, Proposers are cautioned that if Proposers 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, oral or written, received after **March 28, 2008 at 2:00 PM,** local prevailing time. Proposers 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 Proposer 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 and Contract Compliance
Attn: Nancy Harrison
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: nancy.harrison@fultoncountyga.gov
F: 404-893-1744 or 404-730-4201

RE: RFP # _____ 2008 Standby Engineering Services Transportation

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers 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 Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. 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 term of the contract shall be for one (1) year from the date of the Notice to Proceed with two (2) consecutive optional one (1) year renewal periods dependent on funding, approval by the Board of Commissioners and satisfactory work performance.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

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 two members from Department of Public Works and one Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements 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 PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer 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 proposers 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 investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. 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 §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime 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 a 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 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., 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 PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review 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. Proposers 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 Proposer believes is exempt from disclosure, the Proposer 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 County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers 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 Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers 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 Proposer 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 Proposers. 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 Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers 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 Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select

and enter 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 Proposers 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, Proposers 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 Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any

subsequent negotiations entered into in connection with developing the Proposal. There shall be 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 Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, 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.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Contract Administrator, or designated representative of the Department of Public Works.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

(1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:

(a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates

in a federal work authorization program to verify the work eligibility information all new employees.

(b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

(a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

(b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and

(c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

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 Department of Purchasing and Contract Compliance
   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.

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.

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 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. The CONSULTANT shall submit a progress report with each invoice which shall include, but not be limited to, a narrative describing actual Work accomplished during the reporting period, Percent Work Complete, and Percent Fee Paid. No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the schedule, and narrative reports as defined herein, are updated. All invoices shall be in a format acceptable to the COUNTY.

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.

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".

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 **April 14, 2008** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing & Contract Compliance
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 all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, Proposal 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 Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, 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:

REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers 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 SCOPE OF WORK

3.3.1 INTENT

a. The Owner engages the Standby to provide technical, professional and other services for various County projects as broadly described in the scope of services.

b. For the purpose of this Agreement, the Department of Public Works is designated as the Owner's representatives to act for the Owner in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed by an authorized representative of the Department of Public Works.

c. The intent of this Agreement is for three Standbys to provide some, or all, of the technical, professional, architectural and engineering services for Public Works on an as–needed basis. However, the Owner is not bound to issue any work authorizations or notices to proceed for services under this Agreement. Whenever services are requested by the Owner, the Standby will submit a written proposal for the project with the scope of services. The Owner may accept or reject the proposal, or decline such services when it is in the best interest of the Owner to do so. If the Standby's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for a specified project, the Standby shall provide the services required in accordance with the three (3) phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The Owner may cancel an outstanding notice to proceed or work authorization at any time at the Owner's convenience if it is in the Owner's best interest. Upon the cancellation of an outstanding notice to proceed, the Owner will pay the Standby for any authorized work which has been satisfactorily performed up to and through the date of cancellation.

d. It is understood and agreed by the Standby that the services performed under Phase I of this Agreement shall include, but not be limited to, those services described below and to the extent desired by the Owner.

e. The Standby's Basic Services consist of the work described in paragraphs 1.1 and 1.2 and include any other services included in Article IV or any other article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the Standby and request a written proposal for the work to be performed on each project.

3.3.2 RESEARCH

a. Coordination of project work with specified Department of Public Works representatives. The designated representatives for each project shall be submitted to the Standby by the Owner in writing and shall accompany the initial request for project services (proposal) from Standby.

b. Research of design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to specific projects.

c. Support services such as surveying, preparation of plats, legal descriptions, deed research and other services necessary to complete the work requested.

d. Investigation and determination of requirements related to specific projects (e.g.: utilities, drainage and sewer systems, traffic functions) and coordination of work with others with respect to such projects.

3.3.3 DESIGN PHASE

A. Conceptual and Schematic Design Phase

1. Prepare the PROJECT concept report in accordance with the format used by the GDOT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the COUNTY as provided for in paragraph and approved by the County. The concept report shall be approved by the County prior to the Consultant beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the COUNTY as required by the County and reapproved by the County during the course of design due to public input, environmental requirements, or right of way considerations.

2. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

3. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the County prior to the beginning of preliminary plans.

4. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations required. The Consultant shall submit to the County all environmental documents and reports for review and approval by the GDOT and the FHWA.

5. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with GDOT practice.

   Conduct a minimum of two (2) advertised public information meetings. The County encourages active community participation and involvement. The purpose of the first meeting is to inform the community about the planned improvements to the roadway, in a concept format. The second meeting will be held to show the final concept and cross-section based on community input. Present alternatives at these public information meetings to obtain public input. Preliminary traffic data should be included in the information presented. Provide graphic materials such as drawings of typical sections, roadway layout, intersection improvements, a location map, and informational handouts for the public and for the County.

6. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT.

7. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the County.

8. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

9. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

10. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

11. Failure of the Consultant to follow the GDOT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories

outlined in this RFP, and it shall be the responsibility of the Consutlant to make up the loss of that funding.

12. All Primary Consultant firms hired by the COUNTY to provide services on the PROJECT shall be prequalified with the GDOT in the appropriate area-classes. The County shall, on request, furnish the COUNTY with a list of prequalified consultant firms in the appropriate area-classes.

13. The PROJECT construction and right of way plans shall be prepared in English units.

14. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the GDOT's guidelines on electronic file management.

15. GDOT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the Consultant of its responsibilities under the terms of this RFP. GDOT will work with the FHWA to obtain all needed approvals with information furnished by the Consultant.

16. The Consultant shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the GDOT's policies and guidelines. The Consultant shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this RFP.

17. The Consultant shall follow the GDOT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the GDOt's Project Liaison and the District Utilities Engineer.

18. The Consultant shall address all railroad concerns, comments, and requirements to the satisfaction of the GDOT.

19. Upon the Consultant's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the GDOT, the necessary rights of way for the PROJECT shall be acquired by the COUNTY. Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and

the rules and regulations of the GDOT and in accordance with the Contract for the Acquisition of Right of Way to be prepared by the GDOT and executed between the COUNTY and the GDOT prior to the commencement of any right of way activities. Failure of the COUNTY to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the COUNTY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The Consultant shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the GDOT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

20. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the COUNTY; the PROJECT shall be let for construction by the Responsible Party. The Responsible Party shall be solely responsible for securing and awarding the construction contract for the PROJECT.

21. The Consultant shall review and make recommendations concerning all shop drawings prior to submission to the GDOT. The GDOT shall have final authority concerning all shop drawings.

22. The Consultant agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the County if required. This data shall be organized, indexed, bound, and delivered to the County no later than the advertisement of the PROJECT for letting. The County shall have the right to use this material without restriction or limitation and without compensation to the Consultant.

23. The Standby shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

24. The Standby shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the Owner.

25. The Standby shall review with the Owner alternative approaches to design and construction of the Project.

26. Based on the mutually agreed upon program and Project budget requirements, the Standby shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents.

27. The Standby shall submit to the Owner Statement of Probable Construction Cost based on unit costs.

B. Design Development Phase

1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Standby shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to any such other elements as may be appropriate.

2. The Standby shall submit a statement of probable costs to the Owner.

3. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Standby shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

4. The Standby shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the Owner and Contractor.

5. The Standby shall advise the Owner of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.

6. The Standby shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

C. Preliminary Design

1. Based on the approved plans and schematic design, the services under Phase II of this Agreement shall include the further development of the definitive architectural and/or engineering design of proposed

construction, the site development, the outline specifications of materials and/or methods of construction, and the preliminary construction cost estimate. All items shall be submitted to the Owner for approval.

2. The Standby shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies and the Georgia DOT (when applicable), as directed by the Owner.

D. Working Drawings and Specifications

a. Upon approval by Owner of the preliminary design, the Standby shall prepare complete working drawings and specifications for the proposed construction, and shall prepare final construction cost estimates. The Standby shall submit said working drawings, specifications (including bid documents) and construction cost estimates to the Owner and/or the Owner's designee(s) for review and/or approval. Where disciplines are similar, plans (drawings) should be jointly signed by Standby and any subcontractor or subconsultant hired by Standby, with professional seals.

b. The Consultant shall recommend necessary improvements and design accordingly based on the geometry and the design year traffic. The typical section should include needed turning lanes, sidewalks, lighting, access management, and curb and gutter. Drainage improvements, geometry, and vertical line of sight issues should also be addressed.
c. The Consultant shall make every effort to provide the most economical design. The Consultant shall consider construction problems and sequencing in the design. The Consultant shall meet and discuss economic considerations and construction staging with the County prior to final design.
d. Compliance with governing permitting agencies will be required. All required standards shall be followed. All costs and efforts to achieve such permitting will be included in the proposed work.
e. Design coordination will be required with developers (if identified) along the project in order to reduce impact on existing and/or future developments. Coordination meetings will be held with designer, developer and Fulton County present. Detailed minutes will be taken and distributed to involved parties within seven (7) days.

3.3.4 CONSTRUCTION PHASE

A. Proposal

1. The Standby, following the Owner's approval of the Construction Contract

Documents and of the latest Statement of Probable Construction cost, shall assist the Owner in obtaining bids and assist in preparing contracts for construction. The Standby may be called upon to prepare a list of prospective bidders for the Owner and to submit recommendations on the award of contracts to the Owner on the bids received. The Standby shall participate with the Owner in prebid conferences (and pre-construction meetings) so as to be informed and assist the Owner in resolving questions and requests on the part of contractors and suppliers concerning the work. The Standby shall recommend to the Owner approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

B. Construction – Administration of the Construction Contract

1. Pre-bid conference. If requested by the County, answer questions about contract documents including plans and specifications.

2. Pre-construction conference. Attend a pre-construction conference with County representatives to coordinate with and give instructions to Contractor.

3. Substitutions. Advise the County as to acceptable substitute materials and equipment proposed by the Contractor.

4. Shop drawings. Review shop drawings, samples, and submittals for general conformance to the project design and for compliance with the contract documents.

5. Request for Information. Provide answers to Contractor Request For Information pertaining to design concept.

6. Errors and omissions. Assist the County in rectifying any design errors and omissions. The County may ask for plan revisions for errors and omissions at no extra cost.

7. The Construction Phase will commence with the award of the Contract for Construction and, together with the Standby's obligation to provide Basic Services under this Agreement, will terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, Public Works will request the same Standby which designs a particular project to also manage the construction of that project.

8. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a project, the Standby shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the Owner's Contract Documents for Construction.

9. The Standby shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.

10. The Standby shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the Standby in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as a Standby, therefore Standby shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

11. The Standby shall at all times have access to the Work wherever it is in preparation or progress.

12. The Standby shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Standby shall maintain a log of Applications for Payment received, indicating the date and the time received.

13. The signature of the Standby to the Owner, based on the Standby's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated that, to the best of the Standby's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contact Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payments.

14. The Standby shall reject Work which does not conform to the Contract Documents. Whenever, in the Standby's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract

Documents, the Standby will have authority to require special inspection or testing of the Work in progress.

15. The Standby shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Standby's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

16. The Standby shall assist the Owner in the preparation of Change Orders for the Owner's approval execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

17. The Standby shall conduct inspection to determine the Dates of Substantial Completion and final completion, shall receive and forward to Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.

18. The extent of the duties, responsibilities and limitations of authority of the Standby as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Standby.

C. Design Support Services

1. After the award of a contract for construction, the Standby's services shall include such visits to the site of the project as may be required by the Owner for design clarifications and/or modifications. The Standby's services shall also include the review of the project contractor's shop drawings to assure adherence to the intent of the working drawings and specifications. Other services required include the approval of subconsultants' work under this contract and the preparation of change orders under any construction contract.

D. Administrative Management

1. The Standby shall conduct inspections of all construction based on their specifications and shall report findings to the Owner. In the event of legal action, the Standby shall analyze and make recommendations regarding

the disposition of claims for or against the Owner.

2. The Standby shall prepare and submit all supplemental agreements and/or change orders for approval by the Owner and others, as required, revise design drawings to show “construction record” (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the Standby shall keep the Owner advised of job costs and provide cost accounting of job costs. Based on information obtained from the Owner and contractor, the Standby shall maintain a PERT (Program Evaluation Review Technique) or CPM (Critical Path Method) or similar scheduling system of all construction under their responsibility and shall adjust and update the schedule as required.

3. Work under this RFP is to be commenced upon receipt of “Notice to Proceed” from the COUNTY. The Scope of Work Services shall be completed within the scheduled period proposed by the CONSULTANT and approved by the COUNTY.

4. the CONSULTANT shall prepare a schedule showing milestones based on the Scope. The schedule will be later revised and expanded to reflect the actual initial NTP date and the COUNTY approved scheduling template. The schedule will be updated by the CONSULTANT throughout the PROJECT duration. Within ten (10) business days of the initial Notice to Proceed, the CONSULTANT shall provide the COUNTY with a Baseline Schedule in a format acceptable to the COUNTY.

5. The CONSULTANT’S primary contact for this PROJECT is the Project Manager assigned to the PROJECT by the COUNTY Department of Public Works.

   All submittals shall be directly submitted to the County’s Project Manager at 141 Pryor Street, SW, Atlanta, GA 30303-3472 or as otherwise instructed by the Project Manager. No submissions shall be made to GDOT, or other agencies without the approval of the County’s Project Manager.

6. The CONSULTANT shall receive approval from the Fulton County Department of Public Works prior to sending notices of intent to enter private property. The COUNTY will provide the necessary documents identifying the CONSULTANT. If the property owner or occupant denies permission to enter, the COUNTY will initiate action to proceed.

7. The CONSULTANT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of its Agreement with the County shall become the property of the County. This data shall be organized, indexed, bound, and delivered to the County no later than the advertisement of the PROJECT (or improvement) for letting. The County has the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

E. Field Representation

1. The Standby, with the approval of the Owner, shall furnish a resident field staff of qualified Standby inspection and surveying personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the Owner against defects in the work and to keep the Owner informed regarding progress of the work.

2. The field staff shall conduct intermediate and final field observations to assure a completed project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the Owner.

3. The Standby shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Standby is obligated to report promptly to the Owner any known defect or deficiency in the contractor's work materials.

F. Special Services

1. When mutually agreed to by the Owner and the Standby, the Standby shall provide professional planning, engineering and/or architectural services for project and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.

2. When directed by the Owner, the Standby shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.

3. If requested by the owner, the Standby shall make studies, analyses, cost estimated and/or reports on items of plant or equipment; operating

procedures or functions; physical administrative or financial aspects of a project.

3.3.5 STANDBY SERVICES

A. Basic Services

1. The Standby shall submit to the Owner with its original scope of services schedules of work and work completion dates for each phase of work. No work shall be commenced before written approval from the Owner is received by the Standby.

2. When it is determined that completion dates submitted by the Standby and approved by the Owner cannot be met, the Standby shall notify the County as soon as the determination is made and no less than ten (10) days before the scheduled task completion date.

3. The Standby shall submit in writing to the Owner the reason or reasons for any delay in schedule. Any submittal in this regard shall be in accordance with the procedure and time outline described above.

4. The Standby shall provide the Owner with periodic reports on the progress of work requested in all phases described in this Agreement. The Standby shall also attend periodic meetings with the Owner and/or the Owner's representatives for the purpose of project review and update, scheduling and other purposes as requested by the Owner and or the Standby. The frequency of both the written reports and meetings referenced above shall be prescribed by the Owner on a per project per phase basis.

5. The Standby shall notify the Owner of any changes to key personnel. The Owner reserves the right to accept or reject any changes in key personnel before the performance of any services.

B. Special Services

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.

2. Providing planning surveys, site evaluations, environmental impact studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3. Preparing and submitting grant applications for the Owner.

4. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

5. Providing coordination of work performed by separate contractors or by the Owner's own forces.

6. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Standby.

7. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

8. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

9. Attending and assisting the Owner in arranging any public information meeting or public proceeding.

3.3.6 OWNER'S RESPONSIBILITY

a. The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

b. Notwithstanding anything contained in this Agreement, Owner reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with consultants other than Standby and any of its subconsultants named in this Agreement.

c. There is no guarantee of work in this Agreement; Standby has no right to any portion of Owner's total project work and will be selected by the user (Owner) department without regard to relative work awards to the

various Standby's under contract.

d. The Owner will designate, a representative authorized to act on its behalf with respect to the Project. The Owner/and or Owner's designee will promptly render any decision necessary for the orderly progress of the work.

e. The Owner will furnish to the Standby any information or materials in its possession which relate to a specified project as expeditiously as possible.

f. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Standby and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Standby services.

g. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Standby's services and of the Work.

h. The Owner reserves the right to remove any personnel employed by the Standby who is assigned to perform services for Owner's Project.

3.3.7 REIMBURSABLE EXPENSES

a. Normal expenses shall be included in the hourly billing rates. All reimbursable expenses will be paid at cost. Pay requests submitted by the Standby for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the Standby upon approval by the Owner. Owner reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the Owner under this Agreement.

b. Reimbursable expenses shall be specified in the original scope of project services (proposal). Airline transportation will not be paid

c. Reimbursable expenses shall be limited to:
    1. Fees paid for securing approval of authorities having jurisdiction over the Project.
    2. Expenses of large format reproductions and handling of Drawings, Specifications and other documents, excluding reproductions for the office

3. Use of the Standby's consultants.
4. Expenses of renderings, models and mock-ups requested by the Owner.
5. Other expenses deemed reimbursable by the Owner

3.3.8 STANDARD PROJECTS

A. Surveying for Transportation Projects

1. The tasks and specifications outlined herein should be considered general in scope. The Consultant is responsible for all data necessary to design, obtain if required any right-of-ways and easements, and construct the rehabilitation project in accordance with the Design Manuals for Arterial Streets, Rural, Urban, and Interstate Highways. The Consultant shall be responsible for all special surveys needed to prepare permit applications to the Army Corps of Engineers, Georgia Department of Transportation, pipelines, power companies, railroads and or any other company, agency, etc.

2. Project Control

   A. Vertical Control - Origin - All vertical control shall be based on the Fulton County Department of Public Works GIS System monument(s) as its origin. Fulton County GIS monuments shall be utilized for all control work.

      i. Accuracy - All level lines shall meet or exceed Third Order accuracy standards.

      ii. Bench Marks - Bench marks shall be established a minimum of every 1,000 feet throughout the project. Additional benchmarks shall be established at proposed structural locations. Benchmarks should be of a durable material such as concrete monuments, 40 penny or greater spikes driven in 10" or larger trees or on a permanent structure. Locations shall be in areas that will not be disturbed during construction. Benchmarks shall be described and located by offset and construction centerline station and shown on the construction plans. All benchmarks shall be a turning point in the level loop.

   B. Horizontal Control Traverse

      i. Origin - All horizontal control shall be based on Fulton

County GIS System with The Fulton County monument(s) as its origin.

ii. Accuracy - All control traverses shall be closed traverses between monuments and will meet or exceed Third-Order, Class I standards as specified in the publication entitled; "Standards and Specifications for Geodetic Control Networks", as published by the National Geodetic Control Committee.

3. Database: The Consultant shall be responsible for obtaining all traffic signals locations and equipment, cross sections, profiles, locations of planimetrics, culture, drainage, structures, utilities, etc. that facilitate the design, acquisition of right-of-ways and easements, and rehabilitation construction of the project.

   A. Method - The Consultant shall coordinate with the County to determine the best, most economical method of obtaining database for the specific project.

      Photogrammetric Mapping - The Consultant may utilize aerial mapping that meets the County's specifications to prepare base mapping. The Consultant shall be responsible for enhancement and/or correction of all aerial mapping. All obscure areas must be field verified.

   B. Scope - Scope of database survey shall include but is not the limited to the following:

      i. Features - Features shown on maps meeting national standards as outlined in the "Reference Guide Outline" published by the U.S. Department of Transportation.

      ii. Limits - Limits shall include all areas of construction including but not limited to all side street ties, driveway ties, channel improvements, drainage outfalls, utility relocation, structures close to construction limits, detours, railroad detours, ramps and etc.

      iii. Special Surveys - Consultant shall be responsible for any special surveys required to acquire right-of-way or easements, to obtain permits, to construct the project or to relocate utilities, special surveys shall include, but are not limited to the following:

Staging such as road detours, railroad detours, temporary ties and etc.

Permit surveys such as wetland delineation, stream sections for flood analysis, utility company permits, railroad permits, Georgia Department of Transportation permits and etc. Water/Sewer valves, lines, and meter locations. Sewer locations, manhole inverts and sewer line materials. Design of any facilities requiring relocation will be included at no additional cost. Structure Surveys shall include detail surveys of bridges, railroads, etc. All cost and efforts to achieve any permits will be included in the proposed work.

4. Right-of-Way Surveys

   A. Research - The Consultant shall research and obtain all deeds, plats, easements, agreements, etc. for each parcel which may be impacted by the project. The Consultant shall, upon the County's request, update the research on any parcels that have been subdivided or changed ownership after the initial search. The Consultant shall make every effort to correctly establish the existing rights-of-way and property lines by searching property records, and coordinating with the Fulton County Land Department and the Georgia D.O.T.

   B. Resolution - A Georgia Registered Land Surveyor shall directly supervise the resolution of all existing right-of-way and property lines. If there are discrepancies in descriptions or boundary evidence of 2 feet or greater, the Consultant shall report such discrepancies to the County. The Consultant shall coordinate with the County if additional boundary information is needed such as back property corners, etc.

B. Engineering Design for Transportation Projects

1. STANDARD SPECIFICATIONS CRITERIA: The Consultant is required to use the Best Engineering Judgment and Practices in the performance of all activities and work requirements of this contract Agreement. The Consultant shall become familiar with the latest, as determined by the County, American Association of State Highway and Transportation Officials' Design Manuals for Arterial Streets, Rural, Urban, and Interstate Highways, including those standards adopted by the AASHTO and approved by the Secretary of Commerce, as provided by Title 23, United States Code, Section 109(b), with the County's and Georgia D.O.T. Standards, Procedures, Plans, Specifications and Methods, with Federal Highway Administration procedures relating to plan review and approval,

with the MUTCD (Manual of Uniform Traffic Control Devices), and shall produce plans in accordance therewith. The ITE and NCHRP Design Manuals should also be included under Design Specifications as references materials to be used when developing Signal, Signing, Striping, ATMS and ITS plans.

2. DESIGN SPECIFICATIONS**:** AASHTO Standard Specifications for Structure Supports for Highway Signs, Luminairs and Traffic Signals, current edition; Erosion control shall be in accordance with the Manual for Erosion and Sediment Control in Georgia, by the Georgia Soil and Water Conservation Commission, current edition, and Traffic Signal Design shall be performed in accordance with the procedures outlined in the Manual of Uniform Traffic Control Devices (MUTCD) latest version, revisions and handbooks; Georgia Department of Transportation Advanced Traffic Management System (ATMS) standards, and the Fulton County Traffic Signal specifications.

3. Traffic engineering shall be performed in accordance with procedures outlined in the Highway Capacity Manual, Current Edition.

4. The lighting design shall be in accordance with the AASHTO publication, An Informational Guide for Roadway Lighting current edition, and the Standard Specifications for Road and Bridge Construction, 1983 edition, as modified by Supplemental Specifications and Special Provisions, current editions.

5. Signage, striping and Traffic Control shall be in accordance with the Manual of Uniform Traffic Control Devices, latest version (MUTCD).

6. GIS specifications shall be in accordance with Fulton County Public Works System, using ARC-INFO software. License or conversions may be made through the proprietary contract for ARC-INFO software, ERSI, 380 New York St., CA 92373 or any other ARC-INFO authorized vendor.

7. GIS monumentation shall be in accordance with Fulton County Public Works standards.

8. The plans shall be in accordance with the Georgia D.O.T.'s Standard Specifications for Construction of Roads and Bridges and follow the PDP Process, as amended. Plans must be submitted to the Georgia Department of Transportation if the project is to receive funding from Federal or State sources. All Plans must be approved as required by Georgia Department of Transportation.

C. General Requirements for Transportation Projects

1. NUMBER OF COPIES OF SUPPORTING DATA REQUIRED: Except as otherwise provided herein, the Consultant shall submit all documents, reports, special provisions, sketches, design notes, and all other required or necessary support data to the County in duplicate.

2. PROGRESS REPORT AND SCHEDULE: The Consultant shall report to the County on suitable forms approved by the County the status of work and schedule on the last day of each month during the life of the Agreement. This schedule shall be in CPM format utilizing Primavera Project Planner software, latest version. This schedule will be used as a true project management tool and will require financial loading and distribution for each activity involved. Approval of the number and orientation of activities will be the responsibility of the Consultant, however approval will be required by the County.

3. PROFESSIONAL ENGINEER APPROVAL: All evaluations, analysis, and designs, furnished by the Consultant for the County, shall bear a valid Georgia Professional Engineer Stamp. All plans submitted to the County for review shall have been checked by the Consultant prior to submission.

D. Plans and Drawings for Transportation Projects

1. Preliminary plans for roadways and traffic signal design shall be AutoCAD drawings having outside dimensions of 24" by 36" with 1/2" margins on all edges. Fulton County Public Works, Project Engineering Division will provide the title block format.

2. Construction plans for roadways and traffic signal design, shall be AutoCAD drawings of reproducible quality, having the same dimensions as the preliminary plans. No "sticky-back" text or graphics will be allowed on the drawings.

3. All drawings shall be prepared on the scales listed below, unless otherwise approved by the **County** but in any event drawings and lettering shall be such as to produce clear and legible reproductions.

4. 1. 1" = 20' (English) (Both Hard Copy and Electronic Files.)

5. The plans shall be fully dimensioned; all elevations necessary for construction shall be shown similar to the GDOT's normal practice. They shall include a fully dimensioned geometric layout to permit staking in the field without additional computation by the survey party. Utility locations (existing & proposed) and methods of attachment shall be shown.

6. Topography shall remain fully legible when plans when printed, but shall be less prominent and readily distinguishable from proposed work.

7. If profiles are needed then the profile sheets shall have the existing ground line plotted in ink on the sheet.

8. All Reports, design computations, and computer printouts shall be neatly recorded on 8-1/2" by 11" sheets, fully titled, numbered, dated, signed by the designer and checker and indexed. One copy of these computations, and the computer input and output, fully checked and appropriately bound, shall be submitted to the County with the plans for approval.

9. A complete tabulation of the EVALUATIONS and ANALYSIS along with any associated calculations shall be submitted to the County for review and approval. This data shall be in hard and electronic file for all submissions.

10. Consultant shall include appropriate level schedules, documentation, and assistance to the County to read, interpret, and effectively utilize the computer files. The Consultant may be required to provide project drawings and files at any time as requested by the County. The drawings and files requested by the County B shall be as defined herein. Graphics files shall be provided in AutoCAD, DXF, format. The Proposer shall provide to the County, any and all Training as required in the Contract.

E. Transportation Design Requirements

1. RIGHT-OF-WAY PLAN REQUIREMENTS: The following requirements are considered as a minimum for the preparation of right-of-way plans (if required). Additional information may be required to be included on the plans over and above that hereinafter outlined due to the nature of the Project. The Consultant shall include this information at no additional compensation. Strict adherence to the minimum requirements hereinafter by the Consultant will be required unless written permission to deviate from them has been obtained from the County.

2. DELINEATION: Important features of the Right-of-Way plans must be

clearly shown. These include right-of-way lines, easement limits, property lines, improvements, parcel identification numbers, and dimensions. These and other pertinent matters shall be placed on the plans so that they are readily distinguishable and easily read and identified.

3. SIZE OF PLANS: The detail plans and cover sheets shall be prepared on Mylar using the same size and scale requirements as outlined elsewhere herein.

4. PROPERTY LINES: Property lines shall be accurately located and concisely depicted on the plans with adequate ties to the centerline and required right-of-way so that a legal description can be drawn for the deeds and condemnations. The name of the owner or owners shall be clearly shown for each parcel. Dimensions and bearings on property lines outside the right-of-way are not to be shown except by plotting to scale; however, dimensions and bearings on property lines within the right-of-way shall be clearly and accurately shown. If the property line is involved with a horizontal curve, the arc length and radius of curve for the property line is to be shown. The back property lines on all parcels shall be shown either on the cover sheet or the plat map sheet.

   Property corners inside the required right-of-way and points of intersection between property lines and the required right-of-way lines are to be located by a full station and distance to the centerline.

   Coordinates for property corners are also to be shown. The coordinates can be shown on the plat map sheet directly underneath the property corner station and offset or on a separate sheet containing property corner identification numbers and the coordinates. The property corner identification number is to be clearly indicated on the plat map sheet along with the station and offset for the corner. Property corner identification numbers are to run consecutively.

5. IMPROVEMENTS AND CULTURE: All pertinent data that may affect the cost of the right-of-way should be indicated on the plans. Some of these include structures, roads, streams, ponds, city limits, orchards, fences, wells, springs, and various improvements. If improvements located outside the Right-of-Way might have an influence on the appraised value, these should also be shown to scale on the plan sheet.

6. RIGHT-OF-WAY: In general all permanent structures and facilities which require maintenance by the County shall be placed on the Right-of-Way plans. Sufficient right-of-way will be acquired to allow for

necessary construction and maintenance, and every effort should be made to make the right-of-way as uniform as possible. Exceptions to this will be considered in the exceptional case with the approval vested in the County.

7. EASEMENTS: Required easements shall be accurately shown on the plans. Usually there is no necessity to prepare a legal description for an easement, but the easement shall be adequately dimensioned on the right-of-way plan so that it can be precisely located on the ground. The areas of all easements, except driveway easements, shall be shown in square feet. Large easements in rural areas may be shown in acres.

   The easement shall be clearly labeled as to use, such as construction, slope, drainage, or detour, as appropriate. Easements shall be labeled as temporary or permanent. If the easement is for a type of construction that does not require maintenance by the County, it shall be labeled: "Temporary easement for the construction of _____" with the actual purpose of the easement being specified on the plans. Examples of this type of construction are channel changes, driveways, yard drains, tree wells, steps and sidewalks leading into residences or places of business, and to provide a working area outside of the right-of-way where construction activities require it. This type of easement will expire upon completion and final acceptance of the project for which acquired.

   If the easement is for a type of construction that will require future maintenance by the County, it shall be labeled: "Permanent easement for the construction and maintenance of _____". An example of this type of construction is a retaining wall tie back system.

8. SUBDIVISIONS: In subdivisions, the remaining property shall be shown to scale. In cases where the back of the lots cannot be shown to scale, a break may be shown on the property lines with the distance to the back of the lot shown approximately in feet. It may be necessary, in some instances, to include inserts on the right-of-way detail plan to adequately show information pertinent to the individual lots. Lot and block numbers shall be shown. The subdivision may be shown on the cover sheet as an outline of the entire subdivision with a notation as to the parcels included. All roads or streets, including names, should be either shown on the detail plan or cover sheet. Comments under "Property Lines" cover additional data required for subdivisions.

9. RAILROAD CROSSINGS: Intersections with the centerline of railroads shall be tied into the right-of-way centerline by station and angle, showing width of the right-of-way, name of railroad, each track by

symbol and distance, and direction along the railroad right-of-way to the nearest mile posts number.

10. INTERSECTING ROADS AND EXISTING STREETS: The intersection of all paved and maintained public roads are to be tied by station and angle and equated to the station of the survey of the intersected road. The name of the road, state and federal routes, if any, and the right-of-way width of the road shall be shown. Details of private roads and access roads to parking lots and commercial centers shall be shown on the Right-of-Way plans. A thorough investigation shall be made to establish accurately the existing right-of-way of all intersecting roads and the existing Right-of-Way of roads parallel to the proposed project.

11. PARCEL NUMBERS: Each parcel of right-of-way or easement under one unity ownership and in one body of land shall be given the same parcel number. Numbers shall be assigned to parcels starting with parcel one at the beginning of the project and numbering consecutively through the end of the project. Fulton County tax map parcel numbers shall be cross referenced for each parcel. If it is necessary later to split a parcel or another ownership is found, additional parcels may be shown by adding a suffix of A, B, etc. to the number of an adjacent parcel. Where additional right-of-way is to be acquired in the name of the utility company for relocating its facilities, the right-of-way parcel number with a suffix designating the utility company shall be used, (as 39 GP for Georgia Power or 18 SB for Southern Bell). If an additional landowner is involved, solely for relocating the utility facility, an individual parcel with the proper suffix shall be used. On urban projects involving city blocks, the numbering of parcels for some projects may be facilitated by giving each block an alphabetical designation and then numbering each parcel in the block numerically. The use of this alphabetical designation procedure shall be determined on an individual project basis. Advertising signs which are to be purchased, relocated, or damaged require identification and shall be given the same parcel number as the tract upon which they are located followed by the letter "S". If more than one sign is located on a parcel, the identification shall be as follows: 17-S-1, 17-S-2, etc.

12. AREAS: The areas of required right-of-way, the remainder on the left, and the remainder on the right shall be shown on the right-of-way detail plan for each parcel. The symbols to be used shall be: RR = Area Remaining on the Right of the Right-of-Way Line and RL = Area Remaining on the Left of the Right-of-Way Line. In preparing right-of-way plans, all references to area taken shall not be referred to as "take" or the letter "T" but shall be referred to as "Required

Right-of-Way" or "Required R/W". These areas shall ordinarily be shown in acres. The needed area shall be computed to the third decimal with the remaining areas to be shown to the nearest one hundredth (0.01) for areas under one acre, to the nearest tenth (0.1) for areas between one acre and ten acres, and to the nearest acre for areas in excess of ten acres. The areas of required Right-of-Way for subdivision lots, residential lots, and small commercial lots are to be indicated in square feet and acres. Such takings should be shown to the nearest foot and to the third decimal in acres. The areas of large commercial lots shall be shown in square feet and acres.

During the review process, if a determination is made by the County that a parcel remainder is an uneconomic remnant, the plans shall be revised by the Consultant as follows:

Required right-of-way shall remain the same.

The property lines of the remnant shall be labeled "Limit of Property Acquisition".

The remnant area shall be identified using the subject parcel number with an "R" suffix. For more than one remnant the suffix shall be R-1, R-2, etc.

The area breakdown of such a parcel could be shown as follows:

Parcel	Area Required	Remaining
35	15.375 Ac. (R/W)	29 Ac. (RL)
35-R	0.962 Ac.	
	16.337 Ac. (Total)	

13. GENERAL INFORMATION FOR PLAN SHEETS: General information that shall be shown on each plan sheet, in addition to that previously mentioned, includes:

    a. The survey centerline and any other related centerline, clearly labeled.
    b. The construction limits, based upon approved preliminary plan, profile, and cross sections, shall be properly identified.
    c. The project number and date in each title block.
    d. Paving lines indicated through all intersections, crossover, interchanges, and driveways.
    e. North arrow.

f. Revision blocks with space for dates and brief description of revision.
g. Right-of-way legends.
h. Each sheet shall be initialed and shall bear the date of plan completion.

14. SOURCES OF INFORMATION: The sources of information that should be utilized in compiling data for the preparation of right-of-way plans are numerous. Some of the information required for right-of-way plans cannot be economically obtained by regular survey parties. It may be necessary to research additional sources to obtain the needed information to complete the right-of-way plans. It may be necessary to check with the Clerk of Court's Office for information in regard to subdivisions and property transactions. Ownership shall be formally determined from the preliminary title check. Aerial mapping furnished by the County and those available at the County Agent's Office are often valuable in locating property lines, land lot lines, access roads, streams, ponds, and various other improvements.

County Engineers and the City Engineers may have reference maps which provide additional data. The U. S. Geological Survey, the U. S. Forest Service, and the U. S. Coast and Geodetic Survey maps can furnish pertinent information. In preparing plans for urban projects, city tax maps shall be examined. The railroad evaluation maps shall be obtained and compared if railroad company right-of-way limits appear to be within the required project right-of-way. Utility company maps shall be compared for data concerning their easements.

Right-of-way plans are a legal document and sometimes end up in court, so the information must be as accurate as possible. The Consultant is responsible for utilizing whatever data necessary to prepare an accurate set of right-of-way plans.

15. OTHER GENERAL REQUIREMENTS: The following are additional items which the Consultant shall follow in the preparation of right-of-way plans:

a. Make sure that "lines" and "writing" on plans are dark enough to show on blueline prints and on a reduced 8-l/2" x 11" print. Property lines and construction lines should clearly stand out. If base map data interferes with being able to distinguish property and construction lines, the Consultant, at his expense, shall redo the right-of-way plans to correct the problem to the satisfaction of the County.
b. Full station and plus shall be used on all right-of-way, easement,

and property lines rather than the plus only.

c. Do not shade right-of-way plans.
d. Do not begin or end (if possible) projects in the middle of a parcel if there is to be a future project.
e. Do not show the linear feet of access rights on parcels where there is required right-of-way.
f. Do not use the same symbol for driveway easement and construction easement.
g. Do not leave off the North Arrow, Remainders, Construction Limits, or Stations and Offsets.
h. The Consultant shall become familiar with the County's regulations concerning driveway locations and median openings. Corrections to the right-of-way plans
i. As a result of the County's review to conform with these regulations shall be made by the Consultant at no additional cost to the County.
j. When plan sheet is revised, revision block shall include date, initials of responsible engineer, and brief description of the revision.

16. NUMBER OF COPIES SUBMITTED: The Consultant shall submit initially two blueline sets of prints for preliminary review by the County. The submission shall have been checked by the Consultant prior to submission. The County will review the plans for conformance with the criteria herein set forth. Upon receipt of the County's review comments, the Consultant shall make any corrections necessary. The Consultant shall resubmit one Mylar sepia and two sets of prints of the corrected plans for further review and approval by the County. Any corrections necessary as a result of this review shall be made by the Consultant and one set of Mylar sepias and two sets of prints of the revised sheets shall be submitted. Should the field plan review occur after this resubmission, the Consultant shall make any corrections to the right-of-way plans found as a result of the field plan review and submit one set of Mylar sepias and two sets of prints of the revised sheets.

17. **CONSULTANT PROVIDED DIGITAL MAPPING**: Mapping will be prepared in accordance to Fulton County Public Works GIS System, utilizing ARC-INFO software.

    a. Project Area Definition - The project consists of two-foot contours along the project limits.

    b. Project Limits - Compilation to 250' each side of centerline (includes local side streets).

At minor and major collector side streets compilation to 500' each side of main line and 150' each side of side road centerlines.

At arterial side road intersections - compilation to 800' each side of main line and 150' each side of side road centerlines.

F. Construction Assistance

When the County authorizes the rehabilitation construction of the project or projects, the Consultant, in conformance with the construction contract documents, shall:

1. Attend pre-bid conference and/or answer questions that the bidders may have regarding the contract documents, plans, and technical specifications.

2. Review comments of prospective bidders during the bid period and draft addenda, if necessary.

3. Attend with representatives from the County a pre-construction conference to start coordination with and give initial instructions to Contractor.

4. Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution is permitted by the contract documents.

5. Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the project and for compliance with the information given in the contract documents. Provide answers to Contractor Request For Information pertaining to design concept. Assist the County in rectifying any design errors and omissions. This may include the necessary redesign at no extra cost to the County.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate that the proposer has the qualifications and experience to perform the work. The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary or Cover Letter

This section shall include a brief statement of approach to the work, understanding of the project's scope of work and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Organization Description

Provide an organizational chart and a short resume of the organization. Indicate key individuals and all subconsultants proposed to be utilized on this project.

Section 3 – Project Approach

Provide a description of how proposer will perform typical tasks described in the Scope of Work above. Provide a description of recommended enhancements or improvements, if any, to the scope of services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit. The approach discussion should include details regarding any unique knowledge or expertise your firm has with the separate project areas. Explain how such knowledge would benefit the County.

Section 4 – Relevant Project Experience

Provide a description of experience the firm has had within the last five years with projects similar to those described herein. For each project provide the following information:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 5 – Key Personnel Qualifications and Availability

1. 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 assigned tasks.
2. Provide resumes for Project Manager and Lead Design Engineer(s). These individuals as a minimum shall work out of the local office and reside in the metropolitan Atlanta area during the course of their involvement in the contract. The Lead Design Engineer(s) shall be licensed as a Professional Engineer in Georgia. Fulton County will not pay direct costs for relocation, temporary housing, or subsistence of staff assigned to this contract.
   a. Each resume should be limited to no more than three (3) pages per person and include the following information:
      - Name and Title
      - Professional Background

- Current and Past Relevant Experience
- Relevant Training
- Include two (2) references for each key personnel member on projects similar to those described in the scope of work.
- Include the role and responsibilities that each key personnel member will perform on this project.

Section 6 – Subconsultant Resumes

Provide a resume, no longer than 2 pages, for each subconsultant firm proposed to be utilized on the project

Section 7 – Proposer Financial Information

Proposers financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the 'Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

<u>Financial Statement/Capability</u>

In order for the County to complete its financial review the following documentation is requested:

(1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
(2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
(3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

Section 8 - Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference of ten (10) points in the evaluation, the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;

3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference.

3.5 COST PROPOSAL FORMAT AND CONTENT

Proposer shall complete the cost proposal form (included in Section 9 – Exhibit 2) and provide one (1) original and two (2) copies in a **separate sealed envelope**.

A schedule of standard hourly billing rates by labor category to be utilized during the course of the projects shall also be provided. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime Consultant as well as each Sub Consultant. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. Hourly rates shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, printing, reproduction, project reports, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, and any other expenses necessary to conduct the work. The allowed multiplier for overtime rates (1.0 or 1.5, depending on employee category) shall be applied to the salary component of the hourly rate, and not to the direct costs component. County will not pay the FIRM for the cost or any cost associated with preparation of invoices for payment of the services under this contract. Costs for large amounts of reports or unusual reproduction requests by the County will be borne by the County.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Approach	35%
Relevant Project Experience	20%
Key Personnel Qualifications	20%
Financial Responsibility	5%
Local Preference	10%
Cost Proposal	10%
TOTAL POINTS	**100%**

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. Completed Proposal Forms are to be submitted as a part of the Technical Proposal.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, 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 Affidavit of Bidder/Offeror

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

FORM A: 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 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 statues 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.

i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a 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 subcontractor 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 proposal from consideration or termination of the

Contract, once awarded. This document must be completed and included as a part of the proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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 _____, 200_

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/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 proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making an offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw an 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: _____

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.

FORM C: **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)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.
   Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from

engaging in any type of business practice, or otherwise eliminating any type of business practice; and

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most

recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the proposal submission and included as a part of the proposal submitted for this project. Disclosure is required for Offerors, Joint Venture Partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the proposal declared as non-responsive. This document must be completed and included as a part of the proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 200_

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

this _____ day of _____, 200_

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

☐ 500 or more employees

☐ 100 or more employees

☐ Fewer than 100 employees

Organization Name: _____

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

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontract Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

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 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. (Ex: subcontracting, joint venturing, etc.)

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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.

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 rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

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.

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 owning 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:_____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer 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 AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

This completed form is for (Check one) _____Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed:_____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **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/Proposer:_____

ITB/RFP Number:_____

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

_____

_____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is_____is not____a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

   _____

   _____

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

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

SUBCONTRATOR 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, please attach copy of recent certification.**

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR NAME:_____
ADDRESS:_____
_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRATOR 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, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer 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/Proposer 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/Proposer 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 County, 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 County 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 County may have for other defaults under the contract.

Signature:_____**Title**:_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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) **(Subcontractor)**

Signature_____ **Signature**_____

Title_____ **Title**_____

Date_____ **Date**_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for_____
(ITB/RFP Number)

_____
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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:_____
Telephone No.:_____
Nature of Business:_____

2) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

3) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

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 estimated 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 Minority/Female Business Enterprises 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:_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises 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)

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 Contract Compliance, 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.

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)

State of_____:

County of_____:

On this _____ day of _____, 20_____, before me, appeared_____, the undersigned officer, personally appeared_____, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing 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 of participation 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)***

Nortary: _____ **Date:** _____

My Commission Expires: _____

Should you have 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.

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/EMPLOYER'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
   (Including operation of non-owned, owned, and hired automobiles).

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** Each Occurrence - $1,000,000
   (Required if respondent providing bid/quotation for professional services).

7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - $ 100,000

8. **BUILDERS RISK:** ***If the bid/quotation involves construction-related services the respondent will provide*** "All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	$1,000,000
Property in Offsite Storage	$1,000,000
Plans & Blueprints	$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Deductibles:	
Flood and Earthquake	$25,000
Water Damage other than Flood	$100,000
All other Perils	$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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 Respondent, 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 – Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

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

USE OF PREMISES

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees, Fulton County consultants, and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its 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/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:_____SIGNATURE:_____

NAME:_____TITLE:_____
DATE:_____

SECTION 8
SAMPLE CONTRACT

FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

2008 Standby Engineering Services Transportation

For

Department of Public Works

Index of Articles

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ARTICLE 2. SEVERABILITY
ARTICLE 3. DESCRIPTION OF PROJECT
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ARTICLE 5. DELIVERABLES
ARTICLE 6. SERVICES PROVIDED BY COUNTY
ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
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ARTICLE 11. PERSONNEL AND EQUIPMENT
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ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***2008 Standby Engineering Services***

Address: ***[Insert Consultant Address]***
City, State

Telephone: ***[Insert Consultant telephone #]***

Facsimile: ***[Insert Consultant Facsimile #]***

Contact: ***[Insert Consultant Contact Name]***
[Insert Consultant Contact Title

This Agreement made and entered into effective the _____ day of _____, 20 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as **"Consultant".**

WITNESSETH

WHEREAS, County through its ***Department of Public Works*** hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Consultant to perform the ***2008 Standby Engineering Services Transportation***, hereinafter, referred to as the **"Project"**.

WHEREAS, Consultant 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 agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

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

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work

VI. Exhibit D: Project Deliverables;
VII. Exhibit E: Compensation;
VIII. Exhibit F: Office of Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

The Agreement was approved by the Fulton County Board of Commissioners on ***[Insert Board of Commissioners approval date and item number].***

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 agree the Project is to perform the **2008 Standby Transportation Engineering Services**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

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

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall

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

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

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant 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 from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The term of the contract shall be for one (1) calendar year from the date of the Notice to Proceed.

ARTICLE 10. **COMPENSATION**

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

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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

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

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

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

(2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time, the County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the

aforesaid proposal without prior approval of County shall constitute cause for termination.

(4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

(5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

(6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16.**WAIVER OF BREACH**

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

ARTICLE 17. **INDEPENDENT CONTRACTOR**

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

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant 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 of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant 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. Consultant 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, 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 of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. **INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the 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 property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included 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 shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant 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. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant 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 pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Chief Appraiser, County Board of Tax Assessors.

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 without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the ***Assistant Director of Public Works***. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant 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 and registered in the name of the ***Assistant Director of Public Works***, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or ***Assistant Director of Public Works***. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant 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 further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

Consultant 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 shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant 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 engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant 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 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. 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. Consultant 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 agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

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

Department of Public Works
141 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-612-9000
Facsimile: 404-612-3125
Attention: Ernest Slaughter, Deputy Director Transportation

With a copy to:

Fulton County Department of Purchasing
Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone:
Facsimile:
Attention: ***[Insert Consultant Representative for project]***

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 that state. 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 agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant 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 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 Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not

properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

Department of Public Works
141 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-612-9000
Facsimile: 404-612-3125
Attention: Ernest Slaughter, Deputy Director Transportation

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

A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.

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

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

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **NON-APPROPRIATION**

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

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

ARTICLE 42. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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

OWNER:

FULTON COUNTY, GEORGIA

_____

John Eaves, Commission Chair
Board of Commissioners

ATTEST:

_____

Mark Massey
Clerk to the Commission (Seal)

_____

APPROVED AS TO FORM:

_____

Office of the County Attorney

APPROVED AS TO CONTENT:

_____

Angela Parker, Director
Department of Public Works

CONSULTANT:

[Insert Consultant Company Name & Title]

_____

ATTEST:

_____

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SPECIAL CONDITIONS

EXHIBIT C

SCOPE OF WORK

EXHIBIT D

PROJECT DELIVERABLES

EXHIBIT E

COMPENSATION

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS