



FULTON COUNTY

VISION

People Families Neighborhoods

MISSION

To serve, protect and govern in concert with local municipalities

VALUES

People	Customer Service
Ethics	Resource Management
Innovation	Equal Opportunity

PURCHASING DEPARTMENT REQUEST FOR INVITATION TO BID NO. 05ITB36603YC

Comprehensive Storm Water Quality Monitoring Services

FOR

THE PUBLIC WORKS DEPARTMENT

BID DUE TIME AND DATE: 11:00 A.M. WEDNESDAY, FEBRUARY 9, 2005

PROCEDURAL CONTACT: MALCOLM TYSON at (404)-730-5811

E-MAIL: malcolm.tyson@co.fulton.ga.us

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

NOTE TO VENDOR REGARDING “NO-BID” RESPONSE

Please respond to the attached bid, even if your company’s response is a “no-bid”.

We are very interested in ensuring that our bids are non-restrictive and that no bidder is eliminated arbitrarily. It is the County’s intent to abolish any and all barriers to its procurement process which prevent interested and qualified bidders from participating.

Completion of this form is optional, but should you respond with a “no-bid”, please use this sheet to let us know why. (It is not necessary to send back the entire package if making a “no-bid” response).

Examples are:

- (1) Our company cannot meet these specifications because you require:

- (2) Our company can not competitively bid on this product or service because:

- (3) Other:

Your response will be given careful consideration and included in the bid file with other vendor comments. If it appears from the feedback received that the specifications are restrictive, your input will help the County make the necessary changes so that a greater number of interested bidders can be included in the future. Your input is needed; it will make a difference!

TABLE OF CONTENTS

SECTION 1.0	GENERAL INFORMATION
Section 1.1	Introduction
Section 1.2	Proposal Due Date and Submission Requirements
Section 1.3	Sealed and Marked
Section 1.4	Clarification and Addendum
Section 1.5	Delivery Requirements
Section 1.6	Reserved Rights
Section 1.7	Special Provision
Section 1.8	Insurance
Section 1.9	Indemnification
Section 1.10	Understanding of Bid Documents
Section 1.11	Bid Submittal
Section 1.12	No Contact During Procurement; Exceptions
Section 1.13	Contract Award
Section 1.14	Contract Period
Section 1.15	Termination
Section 1.16	Invoicing
Section 1.17	Bidders Qualification
Section 1.18	Working Hours
Section 1.19	Compliance with Laws
Section 1.20	Allowances
SECTION 2.0	REQUIRED FORMS
Form 1.0	Certificate of Acceptance
Form 2.0	Non-Collusion Affidavit of Offeror
Form 3.0	Non-Collusion Affidavit of Subcontractor
Form 4.0	Non-Discrimination in Contracting and Procurement
Form 5.0	Certificate Regarding Debarment
Form 6.0	Equal Business Opportunity (EBO) Plan
Exhibit A	Promise of Non-Discrimination
Exhibit B	Employment Record
Exhibit C	Schedule of Intended Subcontractor Utilization
Exhibit D	Letter of Intent to Perform as a Subcontractor
Exhibit E	Declaration Regarding Subcontractor Utilization
Exhibit F	Joint Venture Disclosure Affidavit
Exhibit G	Prime Contractor's Subcontractor Utilization Report
SECTION 3.0	GENERAL REQUIREMENTS
SECTION 4.0	CONTRACT DOCUMENTS
SECTION 5.0	CONTRACT EXHIBITS
Exhibit AA	Description of Services

Exhibit BB
Exhibit CC
Exhibit DD

Scope of Services
Deliverables
Schedules

SECTION 1.0 GENERAL INFORMATION

SECTION 1.1 INTRODUCTION

Fulton County (hereinafter called "County") is soliciting bids from qualified vendors to provide Comprehensive Storm Water Quality Monitoring Services including labor, materials and equipment for locations throughout the County.

SECTION 1.2 PROPOSAL DUE DATE AND SUBMISSION REQUIREMENTS

The Fulton County Purchasing Department solicits Bids for Comprehensive Storm Water Quality Monitoring Services. Bids will be received in the office of the Purchasing Agent, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **11:00 A.M., EST on Wednesday, February 9, 2005**. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

This document and any supporting documents can be downloaded at the Fulton County Website at <http://www.co.fulton.ga.us/> under "Bid Opportunities". Any firm who downloads this Bid/Proposal Document from the website and desires to participate in the Bid/Proposal opportunity may submit a Proposal to Fulton County.

Prospective bidders are encouraged to register their firms on Fulton County's Vendor Self Service website at www.fultonvendorservice.co.fulton.ga.us. Any vendor unable to register online may pick up an application at Fulton County's Purchasing Department, 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303. Vendor Self Service registration assistance is available, if needed.

Only communications that are in writing and signed will be recognized by the County. The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby clarification or additional information can be given.

SECTION 1.3 SEALED AND MARKED

One signed original and two (2) copies of the bid shall be submitted in a Sealed Package. The envelope/package shall be clearly marked on the outside: "Sealed Bid No. 05ITB36603YC – Comprehensive Storm Water Quality Monitoring Project – February 9, 2005" and addressed to:

Fulton County Purchasing Department
Attn: Malcolm Tyson
130 Peachtree Street, S.W.
Suite #1168
Atlanta, Georgia 30303

Bids shall be publicly read at the above stated date and time.

SECTION 1.4 CLARIFICATION AND ADDENDA

Information regarding the proposal, either procedural or technical, may be obtained by contacting Malcolm Tyson, Fulton County Department of Purchasing. Any addenda created will be posted on the Fulton County website at www.co.fulton.ga.us. All Addenda to Inquiries must be submitted in writing to:

Department of Purchasing
Attn: Malcolm Tyson
Fulton County Purchasing Department
130 Peachtree Street S.W., 1168
Atlanta, GA 30303
Phone: (404)730-5800
Fax: (404)335-5808

If any addenda are issued to this bid, the County will attempt to notify all prospective Offerors who have secured a bid; however, it shall be the responsibility of each Offeror, prior to submitting the bid, to contact the Fulton County Department of Purchasing at 404-730-5800 to determine if addenda were issued and to make such addenda is part of the bid.

SECTION 1.5 DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated due time and due date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Department of Purchasing. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the Bidder's request and expense.

SECTION 1.6 RESERVED RIGHTS

The County reserves the right to accept or reject any and all bids, 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 bidder, and the County reserves the right to award the contract to the most responsible bidder submitting responsive bids with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the bids 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 bidder to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the bidder.

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.

SECTION 1.7 SPECIAL PROVISIONS

Section 1.7.1 The CONTRACTOR(S) is encouraged to visit and become familiar with the Project site and to become acquainted with local conditions involved in carrying out the proposed work.

Section 1.7.2 The CONTRACTOR(S) shall perform the service required to accomplish the work plan as stated.

Section 1.7.3 No changes or substitutions shall be permitted in the CONTRACTOR'S key personnel as set forth herein without the prior written approval of the Director of Public Works or his designee.

Section 1.7.4 The CONTRACTOR(S) shall employ responsible supervisors in charge of the performance of the work and only those persons that are duly registered in the appropriate category.

Section 1.7.5 Fulton County must comply with all conditions of its NPDES MS4 Permit. Therefore, upon award of contract, the CONTRACTOR, its SUB-CONTRACTORS or any person or persons assigned to this project who falsifies monitoring data or tampers with monitoring equipment or method required under the County's permit, or fails to collect the required water quality samples as specified in the scope of services shall:

- a) Inform the County with an oral report within six (6) hours from the time the CONTRACTOR becomes aware of any noncompliance actions or the circumstances (failure to collect and analyze required samples, etc.), followed by a written report within two (2) days. The written report shall contain a description of the noncompliance and its cause, the exact dates and times of noncompliance or, if not corrected, the anticipated time the noncompliance is expected to continue, and CONTRACTOR'S steps taken to reduce, eliminate and prevent recurrence of the noncompliance.
- b) Should CONTRACTOR'S failure to perform in any way cause a permit violation, the CONTRACTORS shall be liable for any fines or other penalties caused by such failure to perform.

Section 1.7.6 No CONTRACTOR, person, or entity including any successors in title, assigns, representatives, SUB-CONTRACTORS, or affiliates, who participated in the creation of the specifications and/or scope of work for this bid shall propose on any work stemming there from or assist in the creation of any bid documents submitted in response to this solicitation, whether individually or as a joint venture with any CONTRACTOR, person, CONTRACTOR or entity that did not participate in the creation of the specifications and/or scope of work. Any person,

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

SECTION 1.8 INSURANCE

Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability satisfactory to County as to form and content. The following forms of evidence are acceptable:
 - 1. A letter from an insurance company stating that upon your firm/company being the successful bidder/respondent that a Certificate of Insurance shall be issued in compliance with the Insurance Requirements outlined below.
 - 2. A Certificate of Insurance complying with the Insurance Requirements outlined below.
- C. Upon award, the Contractor must maintain, at their expense, insurance in at least the following amounts and types outlined below. Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of the contract, including and extensions/renewals thereto, and until all work has been completed to the satisfaction of the County.
- D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

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

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
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 - \$3,000,000

6. PROFESSIONAL LIABILITY

Each Occurrence - \$5,000,000
(Required if respondent providing quotation for professional services).

7. FIDELITY BOND

(Employee Dishonesty) Each Occurrence - \$ 100,000

Insurance in no way Limits the Liability of the Respondent.

SECTION 1.9 INDEMNIFICATION

The Contractor shall identify and hold harmless, up to the policy limits required in the commercial general liability insurance policy, the County and its employees from and against all injury or damage of any kind, claims, demands and expenses, including attorney's fees, arising out of or resulting from the services provided to the County relating to this contract.

SECTION 1.10 UNDERSTANDING OF BID DOCUMENTS

Each bidder shall also include in his/her bid price, an amount sufficient to cover the cost of all materials, and equipment needed in the prosecution of the work as specified in the bid documents. No consideration will be given for any misunderstanding or claims regarding work to be performed that are due to facts of which the bidder should have made himself aware of as a result of his inspections and examinations. By submitting a bid, the bidder agrees and warrants that the

specifications are adequate for the production of the work with the required results as indicated therein.

SECTION 1.11 BID SUBMITTAL

The Fulton County Purchasing Department solicits Bids for Storm Water Quality Monitoring Services. Bids will be received in the office of the Purchasing Agent, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303, until **11:00 A.M., EST on Wednesday, February 9, 2005.**

The bidder(s) must possess and shall submit the following documents with their bid:

1. Bidder(s) shall submit one (1) original and two (2) copies of bid package.
2. Bidder(s) are required to submit proof of ability to provide required insurance with bid package.
3. Bidder(s) are required to submit a copy of their current business license for similar and/or same type services required under this bid.

Required Affidavits and/or Forms

CONTRACTOR(s) shall provide the following executed affidavits as appropriate:

- Receipt of Addenda
- Certificate of Acceptance of Bid Requirements
- Non-Collusion Affidavit of CONTRACTOR
- Non-Collusion Affidavit of SUB-CONTRACTOR
- Statements of Non-Discrimination and Employment Reports

Failure to submit the required documents shall result in disqualification from this bid for being deemed non-responsive.

SECTION 1.12 NO CONTACT DURING PROCUREMENT

In accordance with Fulton County Policy & Procedure 800-9, 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, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

All written communications initiated by such person, firm, or entity regarding this solicitation shall be directed to Malcolm Tyson, Fulton County Department of Purchasing at the address shown previously or via fax to (404) 335-5808. The County will recognize only written and

signed communication from firms with questions relative to the bid specifications, and or requirements. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Any violation of this communication policy 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 not responsive, and shall not thereafter be considered for award.

SECTION 1.13 CONTRACT AWARD

The award will be made to the lowest “responsive and responsible” bidder. Failure to submit a bid price for any item may deem your bid “non-responsive”. The County may award in whole or in part to one or more bidders. The County reserves the right to add or delete any item(s) from the award. The County also reserves the right to reject any and all bids and/or waive any technicalities if it is in the best interests of the County. The award evaluation of the contract will be based on the following criteria:

- Item pricing.
- Ability of the vendor to meet schedules in the time specified.
- Any other criteria which will materially affect the critical need of receiving services.
- Insurance requirements.
- Compliance with all other terms and conditions required in this specification.
- State “No Charge” or No Bid” where applicable. Blank spaces are considered to be no offer.

SECTION 1.14 CONTRACT PERIOD

Any awards made as a result of this bid will be from date of award and continuing for twelve (12) consecutive months. However, subject to availability of funding, the Fulton County Board of Commissioner’s approval, and Contractor’s continuing satisfactory performance, this Contract may be renewed for two (2) additional twelve (12) month periods.

Option year price increases shall not exceed the consumer price index (CPI) as published by the bureau of labor statistics of the U.S. Department of labor with particular reference to the average shown on such index for “all items” for the Atlanta metropolitan area.

SECTION 1.15 TERMINATION

If through any cause, vendor shall fail to provide the material or services in accordance with the terms and conditions of the Contract, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to the vendor of its intent to terminate the Contract.

SECTION 1.16 INVOICING

Invoices should be sent to the address below to expedite payment:

Public Works Department
Attn: Marie Bah, Water Quality Manager
1030 Marietta Hwy.
Roswell, GA 30075
Phone: (770) 630-3061 x120

Invoices must accompany the hard copy of the test results and be sub-mitted within ten (10) business days of sample receipt. An emailed copy of results with quality assurance documentation must be submitted within 5 working days of sample receipt. Quality assurance data must also be submitted with the hard copy confirmation by mail. Invoices submitted must include the purchase order number, item number(s), item description(s), and net price(s). Invoices will be returned unpaid to the vendor when one of the following conditions exists:

1. Invoice does not contain all the required information.
2. Price on the invoice does not correspond to the bid price.

The bidder agrees to observe the County's goal of paying all valid invoices within thirty (30) days of receipt by the Public Works Department.

The County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Water Services Division. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of interest, payment periods, and contract and provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

SECTION 1.17 BIDDERS QUALIFICATIONS

The special nature of the work environment and the services to be performed requires a Contractor with specific experience in this type of service. The bidder must have a minimum of three (3) years experience doing this type of work and the selected bidder must obtain any and all required licenses or permits at no expense to the County and must possess them before a purchase order or contract will be issued.

SECTION 1.18 WORKING HOURS

Services may be performed any time between the hours of 7:00 A.M and 6:00 P.M., Monday through Friday. Any work performed outside of normal working hours (including weekends and holidays) shall be approved by the County.

SECTION 1.19 COMPLIANCE WITH LAWS

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein.

SECTION 1.20 ALLOWANCES

Section 1.20.1 The Contractor shall include in the Bid Total/Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm approved by the County's Contract Compliance Office. The Contractor's handling costs, labor, overhead, profit, and other expenses associated with use of the allowance shall be included in the Contract Sum and not in allowance.

Section 1.20.2 The Contractor shall be responsible for all cost associated with nonproductive time on the part of testing personnel due to the Contractor's failure to properly coordinate testing activities with the work schedule or due to the Contractor's problems with maintaining equipment in good working condition.

Section 1.20.3 Should the net cost be more or less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

Section 1.20.4 The Contractor shall submit copies of the invoices with each periodic payment request from the firm providing the services, field reports and test results of services.

Section 1.20.5 Prior to engaging a company to provide services, the Contractor shall obtain bids from at least three (3) firms registered with the County's Contract Compliance Office, to provide the services and shall submit all bids to the Project Manager for selection. Each company submitting a bid to provide services shall be experienced in the appropriate area, and, where appropriate, the firm or individuals of the firm shall be registered or licensed in the specific area of service. Services provided under an allowance are sometimes for use in documenting performance of the Contractor. To avoid conflict of interest, the Contractor shall not utilize firms provided under an allowance for performance of work under other portions of the Contract.

END OF SPECIFICATIONS

STATE REMARKS OR EXCEPTIONS BELOW:

BID PRICE SHEET

Comprehensive Storm Water Monitoring Services

PERMIT YEAR 2005

Task	Units	Estimated Number of Units	Unit Price	Total Project Cost
Task 3 – Water Quality Trend Monitoring	Samples Collected	24		
Task 4.1 – Dry Weather Outfall Screening/Re-screening for Illicit Discharges	each	100		
Task 4.2 – Sampling of Illicit Discharges	each	40		
Task 5 – Fecal Coliform Monitoring	each	192		
Task 6 – Biological/Habitat Assessment	Samples Collected	4		
Task 7 – Laboratory Analysis (External)	Allowance Amount	1	\$50,000.00	\$50,000.00
Task 8 – Non-Routine/Operations and Maintenance	Allowance Amount	1	\$15,000.00	\$15,000.00
Task 9 – 2005 Annual Report Preparation and Update				

PERMIT YEAR 2006

Task 3. – Water Quality Trend Monitoring	each	24		
Task 4.1 – Dry Weather Outfall Screening/ Re-screening for Illicit Discharges	each	100		
Task 4.2 - Sampling of Illicit Discharges	each	40		
Task 5 – Fecal Coliform Monitoring	each	192		
Task 6 – Biological/Habitat Assessment	Samples Collected	4		
Task 9 – 2006 Annual Report Preparation and Update	each	1		
			TOTAL	

PERMIT YEAR 2007

Task	Units	Estimated Number of Units	Unit Price	Total Project Cost
Task 3 – Water Quality Trend Monitoring	Samples Collected	24		
Task 4.1 – Dry Weather Outfall Screening/Re- screening for Illicit Discharges	each	100		
Task 4.2 – Sampling of Illicit Discharges	each	40		
Task 5 – Fecal Coliform Monitoring	each	192		
Task 6 – Biological/Habitat Assessment	Samples Collected	4		
Task 7 – Laboratory Analysis (External)	Allowance Amount	1	\$50,000.00	\$50,000.00
Task 8 – Non- Routine/Operations and Maintenance	Allowance Amount	1	\$15,000.00	\$15,000.00
Task 9 – 2005 Annual Report Preparation and Update				

Work for Permit Years 2006-2007 is dependent on the needs of the County, performance of CONTRACTORS, and approval of funding by the Board of Commissioners. Costs for Task 1 and Task 2 shall be included in the unit price bid for the remaining tasks. The cost of all work shall be included in the unit price.

Signature

Firm (Please Print)

Title (Please Print)

SECTION 2.0 REQUIRED FORMS

FORM 1.0

CONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))

State of _____)

ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent) of _____, the
Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all
pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive of sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees
or parties in interest, including this affiant, has in any way colluded, conspired, connived or
agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham
Bid in connection with the Contract for which the bid has been submitted or refrain from bidding
in connection with such Contract, or has in any manner, directly or indirectly, sought by
agreement or collusion or communication or conference with any other Bidder, firm or person to
fix the price or prices in the Bid or of any other bidder, or to fix any overhead, profit or cost
element of the bidding price or the bidding price of any other bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or
any person interested in the proposed Contract; and
- (5) The price or prices in the bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____ Title

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

Title

My commission expires _____

(Date)

FORM 2.0

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))

State of _____)

ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent)
of _____, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive of sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200 ____.

Title

My commission expires _____

(Date)

FORM 3.0

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, bidder acknowledges that he/she has read this bid 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 proposing company to submit the bid herein and to legally obligate the bidder thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(CORPORATE SEAL)

CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION 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 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 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 SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;

(2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;

(3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;

(4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;

A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;

B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR

D. FALSIFICATION OF ANY DOCUMENTS.

(5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

(6) KNOWING misrepresentation to the county, of the use which a majority owned

contractor intends to make a minority business enterprise (a business entity at least 51

percent of which is owned and controlled by minority persons, as defined in Fulton

County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action

Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

FORM 5.0

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: 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 that Fulton County Government 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 without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

FORM 6.0

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 the bid. 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 should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (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 receipt of a Bid No. 05ITB36603YC – Comprehensive Storm Water Monitoring Project

payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

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

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

(_____)
Title Firm Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Total Percentage Value: (%)

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

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____

Project Name _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares 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 states the following:

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

RFP No. _____

Project Name _____

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

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

1. Firms:

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

Nature of Business: _____

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

Nature of Business: _____

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

Nature of Business: _____

NAME OF JONT VENTURE (If applicable): _____

PRINCIPAL OFFICE ADDRESS: _____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

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

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

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

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

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

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

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 AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Cont
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	Star
TOTALS					

Executed By: _____

(Signature)

(Printed Name)

SECTION 3.0 GENERAL REQUIREMENTS

FULTON COUNTY BIDDING GENERAL REQUIREMENTS

NOTICE TO ALL BIDDERS (FORM 99)

LISTED BELOW ARE THE REQUIREMENTS FOR ALL BIDDERS INTERESTED IN DOING BUSINESS WITH FULTON COUNTY:

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. 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 CONTRACTOR 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 CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.

9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE BID IS SUBMITTED. THE BIDDER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF INFORMATION PLACED ON A BID SHEET, INCLUDING PRICES. CLERICAL OR MATHEMATICAL ERROR IS INSUFFICIENT TO VOID A SUCCESSFUL BID BUT A BIDDER MAY WITHDRAW A SEALED BID PRIOR TO OPENING WITHOUT A PENALTY.
10. ALL PRICES MUST BE SUBMITTED IN THE FORMAT REQUESTED AND LESS ALL TRADE DISCOUNTS. WHEN MULTIPLE ITEMS ARE BEING BID, BIDDER MUST SHOW BOTH THE UNIT PRICE AND THE TOTAL EXTENDED PRICE FOR EACH ITEM. WHEN APPLICABLE, THE BIDDER MUST INCLUDE AN ADDITIONAL TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT BIDDER IS OFFERING AN ADDITIONAL DISCOUNT ON GROUPS OF ITEMS, BIDDER MUST INDICATE THE TOTAL LUMP SUM BID FOR THE PARTICULAR GROUP OF ITEMS BEFORE ANY EXTRA DISCOUNT, THE AMOUNT OF EXTRA DISCOUNT, AND THE NET TOTAL FOR THE PARTICULAR GROUP. IN THE EVENT OF AN EXTENSION ERROR, UNIT PRICING SHALL PREVAIL.
11. BY SUBMITTING A SIGNED BID, BIDDER AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THAT BID UNDER THE TERMS AND CONDITIONS SPELLED OUT IN THE BID DOCUMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE DIFFERENT BID DOCUMENTS, THE COUNTY'S COVER CONTRACT (IF USED) SHALL HAVE PRECEDENCE, FOLLOWED BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.
12. ALL PRICES SUBMITTED BY THE BIDDER TO FULTON COUNTY MUST BE GUARANTEED BY THE AUTHORIZED PERSON(S) AGAINST ANY PRICE INCREASE FOR THE TIME PERIOD DESIGNATED IN THE BID SPECIFICATIONS, AND FULTON COUNTY MUST BE GIVEN THE BENEFIT OF ANY PRICE DECREASE OCCURRING DURING SUCH DESIGNATED TIME PERIOD.
13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
14. ALL BIDDERS MUST SPECIFY IN THE BID RESPONSE THE EARLIEST ACTUAL DELIVERY DATE FOR EACH ITEM UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY. THE DELIVERY DATE MAY BE A FACTOR IN DECIDING THE BIDDER'S CAPABILITY TO PERFORM.
15. A SUCCESSFUL BIDDER'S DELIVERY TICKET(S) AND 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 WHICH DELIVERY WAS MADE, AS LISTED ON THE PURCHASE ORDER OR IN THE BIDDER'S CONTRACT WITH FULTON COUNTY.
16. UNLESS CLEARLY SHOWN AS "NO SUBSTITUTE" OR WORDS TO THAT EFFECT, ANY ITEMS IN THIS INVITATION TO BID WHICH HAVE BEEN IDENTIFIED, DESCRIBED OR REFERENCED BY A BRAND NAME OR TRADE NAME ARE FOR REFERENCE ONLY. SUCH IDENTIFICATION IS INTENDED TO BE DESCRIPTIVE BUT NOT RESTRICTIVE, AND IS TO INDICATE THE GENERAL QUALITY AND CHARACTERISTICS OF PRODUCTS THAT MAY BE OFFERED. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE COUNTY TO MEET ITS NEEDS. EACH ITEM BID MUST BE INDIVIDUALLY IDENTIFIED

AS TO WHETHER IT IS A SPECIFIED ITEM OR AN EQUIVALENT ITEM BY TYPING OR PRINTING AFTER THE ITEM(S): THE BRAND NAME; MODEL OR MANUFACTURER'S NUMBER; OR ANOTHER IDENTIFICATION REGULARLY USED IN THE TRADE. DEVIATIONS FROM THE SPECIFICATIONS MUST BE CLEARLY AND FULLY LISTED ON THE BID SHEET, INCLUDING PHOTOGRAPHS OR CUTS, SPECIFICATIONS, AND DIMENSIONS OF THE PROPOSED "ALTERNATE".

17. FOR ALL BIDS, FULTON COUNTY RESERVES THE RIGHT TO REQUEST REPRESENTATIVE SAMPLES. IF REQUESTED, SAMPLES MUST BE DELIVERED AT THE BIDDER'S COST WITHIN THREE (3) BUSINESS DAYS. SAMPLES ARE SUBMITTED AT THE RISK OF THE BIDDER AND MAY BE SUBJECTED TO DESTRUCTIVE TESTS BY FULTON COUNTY. SAMPLES OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.
18. FULTON COUNTY IS THE SOLE JUDGE OF "EXACT EQUIVALENT", OR "ALTERNATE". THE FACTORS TO BE CONSIDERED ARE: FUNCTION, DESIGN, MATERIALS, CONSTRUCTION, WORKMANSHIP, FINISHES, OPERATING FEATURES, OVERALL QUALITY, LOCAL SERVICE FACILITIES, WARRANTY TERMS AND SERVICE, AND OTHER RELEVANT FEATURES OF ITEM(S) BID.
19. ITEM(S) BID MUST BE COMPLETE AND READY TO OPERATE. NO OBVIOUS OMISSIONS OF COMPONENTS OR NECESSARY PARTS SHALL BE MADE EVEN THOUGH THE SPECIFICATIONS MAY NOT DETAIL OR MENTION THEM. UNIT(S) MUST BE FURNISHED WITH FACTORY INSTALLED EQUIPMENT AND MUST BE COMPARABLE WITH THE BASIC FORM, FIT, AND FUNCTIONAL REQUIREMENTS WHICH ARE ALL TO BE INCLUDED IN THE BASE PRICE AS WELL AS ANY OTHER EQUIPMENT INCLUDED AS STANDARD BY THE MANUFACTURER OR GENERALLY PROVIDED TO THE BUYING PUBLIC.
20. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR ALL ITEM(S) DAMAGED PRIOR TO F.O.B. DESTINATION DELIVERY AND AGREE TO HOLD HARMLESS FULTON COUNTY OF ALL RESPONSIBILITY FOR PROSECUTING DAMAGE CLAIMS.
21. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR REPLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS WITHIN THIRTY (30) DAYS OF NOTICE BY FULTON COUNTY OF SUCH DEFECT OR DAMAGE.
22. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING OR ENSURING WARRANTY SERVICE ON ANY AND ALL ITEMS INCLUDING GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. IF A SUCCESSFUL BIDDER IS NOT THE MANUFACTURER, ALL MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.
23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY SHALL BE SOLELY RESPONSIBLE FOR SUCH INSTALLATION BEING PERFORMED BY A MANUFACTURER'S AUTHORIZED OR APPROVED SERVICER OR AN EXPERIENCED WORKER, UTILIZING WORKMANSHIP OF THE HIGHEST CALIBER. THE BIDDER MUST VERIFY ALL DIMENSIONS AT THE SITE, SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS, AND SHALL BE RESPONSIBLE FOR THE AVAILABILITY OF

REPLACEMENT PARTS WHEN SPECIFIED IN WRITING BY FULTON COUNTY IN THE SPECIFICATIONS, PURCHASE ORDER, OR OTHER CONTRACT.

24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF ITEM(S).
25. ALL BIDDERS ARE REQUIRED TO BE AUTHORIZED DISTRIBUTORS OR REGULARLY ENGAGED IN THE SALE OR DISTRIBUTION OF THE TYPE OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN ADDITION, ALL BIDDERS ARE REQUIRED TO PROVIDE FULTON COUNTY WITH THREE (3) WRITTEN REFERENCES DOCUMENTING THE SUCCESSFUL COMPLETION OF BIDS OR CONTRACTS FOR THE TYPES OF ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN INSTANCES WHERE A BIDDER HAS NEVER SUPPLIED SUCH GOODS, MATERIAL, EQUIPMENT, OR SERVICES BEFORE, THE BIDDER MUST SUBMIT WITH THE BID RESPONSE A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE BIDDER AS A RESPONSIBLE BIDDER, CAPABLE OF MEETING THE BID REQUIREMENTS SHOULD AN AWARD BE MADE. NO EXCEPTIONS TO THIS PROVISION WILL BE MADE UNLESS AUTHORIZED IN THE BID SPECIFICATIONS.
26. BIDDERS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR BID PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY BIDDER IF EVIDENCE FAILS TO INDICATE THAT THE BIDDER IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON 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 A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.

30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.
31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS DETERMINED BY FULTON COUNTY. SUBMITTING THE LOWEST BID, AS PUBLISHED AT THE BID OPENING, DOES NOT CONSTITUTE AN AWARD NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR PURCHASE ORDER. FOR PURPOSES OF THIS NOTICE AND THE ATTACHED BID SHEETS, A PURCHASE ORDER IS A CONTRACT TO PROVIDE ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES AND IS INTENDED TO HAVE THE FULL FORCE AND EFFECT OF A CONTRACT. A BREACH OF THE TERMS AND CONDITIONS OF A PURCHASE ORDER CONSTITUTES A BREACH OF CONTRACT.
32. EVALUATION OF BIDS - ANY AWARD WILL BE SUBJECT TO THE BID BEING:
 - A. COMPLIANT TO THE SPECIFICATION - MEETS FORM, FIT, AND FUNCTION REQUIREMENTS STATED OR IMPLIED IN THE SPECIFICATION.
 - B. LOWEST COST TO THE COUNTY OVER PROJECTED USEFUL LIFE.
 - C. ADMINISTRATIVELY COMPLIANT - INCLUDING ALL REQUIRED BONDS, INSURANCE, ESTABLISHED QUALITY OF WORK AND GENERAL REPUTATION, FINANCIAL RESPONSIBILITY, RELEVANT EXPERIENCE, AND RELATED CRITERIA.
33. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR THE OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, WILL BE REGARDED AS MEANING ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ONLY MATERIALS OF THE HIGHEST QUALITY, CORRECT TYPE, SIZE, AND DESIGN ARE TO BE USED. ALL INTERPRETATIONS OF THIS SPECIFICATION WILL BE MADE UPON THE BASIS OF THIS STATEMENT, WITH FULTON COUNTY INTERPRETATION TO PREVAIL.
36. 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 COMMUNICATIONS 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.
37. 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.

38. 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 NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.

39. 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 CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

SECTION 4.0 CONTRACT DOCUMENTS

Index of Articles

- ARTICLE 1. CONSTRUCTOR/OWNER AGREEMENT
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS
- ARTICLE 8. TIME OF PERFORMANCE
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. RESPONSIBILITY OF CONTRACTOR
- ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT

“SAMPLE” AGREEMENT

This agreement, made and entered into as of the ____ day of ____, 20__ by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and _____ to provide engineering 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 CONTRACTOR to perform certain services regarding **Comprehensive Storm Water Quality Monitoring Services** (hereinafter, referred to as the "PROJECT").

WHEREAS, CONTRACTOR has represented the COUNTY that it is experienced and has qualified and local staff available to commit to the PROJECT and COUNTY has relied upon such representation.

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

ARTICLE 1. CONTRACTOR/OWNER AGREEMENT: COUNTY hereby engages CONTRACTOR and CONTRACTOR hereby agree to perform the services hereinafter set forth. This Agreement, including the exhibits, constitutes the entire Agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the COUNTY and the CONTRACTOR’S duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

ARTICLE 3. DESCRIPTION OF PROJECT: COUNTY and CONTRACTOR agree the PROJECT is as described in Exhibit A entitled, “Description of Project”. 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 CONTRACTOR shall not be construed to exceed those services specifically set forth herein. CONTRACTOR agrees to provide all services, products, and data and to perform all tasks described in Exhibit B entitled, “Scope of Services”.

ARTICLE 5. DELIVERABLES: CONTRACTOR shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in Exhibit C entitled, "Deliverables". CONTRACTOR shall provide to COUNTY all deliverables specified in Exhibit "B" should they not already be covered in Exhibit "C". CONTRACTOR shall furnish Deliverables to COUNTY 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: CONTRACTOR shall gather from the COUNTY all available non-privileged data and information pertinent to the performance of the services for the PROJECT. Certain services as described in Exhibit B entitled, "Scope of Services", if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONTRACTOR in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent.

COUNTY will appoint in writing a COUNTY authorized representative with respect to work to be performed under this AGREEMENT until COUNTY gives written notice of the appointment of a successor. COUNTY representative shall have complete authority to transmit instructions, receive information, and define COUNTY policies. CONTRACTOR may rely upon written consents and approvals signed by COUNTY'S representative.

ARTICLE 7. MODIFICATIONS/CHANGE ORDERS: If during the course of performing the work, COUNTY and CONTRACTOR agree that it is necessary to make changes in the PROJECT as described herein and referenced exhibits, such changes will be incorporated in written supplemental agreements to this AGREEMENT. Any such 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. TIME OF PERFORMANCE: CONTRACTOR shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to CONTRACTOR from the COUNTY. The time of performance of the work shall be as presented in Exhibit D – schedule.

ARTICLE 9. CONTRACT TERM: The term of this Agreement shall commence on date of Notice to Proceed and continue for twelve (12) consecutive months without further obligation of the County. However, subject to availability of funding, the Fulton County Board of Commissioner's approval, and Contractor's continuing satisfactory performance, this Contract may be renewed for two (2) additional twelve month periods. Notwithstanding, the Contractor's obligations to perform under the terms and conditions of this Agreement shall survive the termination of this Agreement, unless said obligations have been satisfactory performed prior to its termination.

The CONTRACTOR shall begin work under this Agreement no later than five (5) days after the effective date of notification to proceed.

ARTICLE 10. COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES: Compensation for work performed by CONTRACTOR on PROJECT shall be on the basis of unit prices shown in Exhibit E, "Basis of Payment".

Total compensation for the base period and any option period shall not exceed \$ _____. 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 CONTRACTOR may submit to the COUNTY, a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding calendar month. The COUNTY shall review for approval said invoices. The COUNTY shall have the right not to pay any invoice or part thereof if not 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. The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the CONTRACTOR to the point indicated by such invoice, or receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase and objectives for the next month, an accurate updated schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

Invoices shall not contain any language adding to or altering the terms of the contract with regards to timeliness of payment or otherwise. Any such invoice shall be denied and is of no force and effect. CONTRACTOR shall be required to re-submit an invoice consistent with the terms of the contract.

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

COUNTY and CONTRACTOR agree that in the event any agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said agreement provision shall control. County shall not be responsible for any interest penalty for any late payment.

ARTICLE 11. PERSONNEL AND EQUIPMENT: CONTRACTOR shall identify in writing a project manager who shall have sole authority to represent CONTRACTOR on all matters pertaining to this contract.

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

Key personnel, including SUB-CONTRACTOR, engaged in performing services for CONTRACTOR under this AGREEMENT are indicated in Exhibit F entitled, "Key Personnel Listing". CONTRACTOR shall immediately provide written notification to COUNTY upon change or severance of any listed key personnel or SUB-CONTRACTOR performing services on this Project. No changes or substitutions shall be permitted in CONTRACTOR'S key personnel or SUB-CONTRACTOR as set forth herein without the prior written approval of the COUNTY. Changing of key personnel or SUB-CONTRACTOR during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE** of this AGREEMENT.

CONTRACTOR shall, for positions of responsibility or supervision, employ persons who have the appropriate qualifications, certifications, or credentials. CONTRACTOR shall endorse all deliverable including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of CONTRACTOR and responsible for the work prescribed by this AGREEMENT.

ARTICLE 12. SUSPENSION OF WORK: COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any of the project.

ARTICLE 13. DISPUTES: Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County's authorized representative. He shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the County authorized designee shall be final and conclusive unless, within 30 days from the date of receipt of such copy, CONTRACTOR mails or otherwise furnishes to the County authorized designee a copy of a written appeal.

The decision of the County authorized 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. Provided, however, that any such decision is not fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer

evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE: Either COUNTY or CONTRACTOR may terminate work in the event the other party fails to perform in accordance with the provisions of this AGREEMENT 30 (Thirty) days prior written notice from the party initiating termination to the other accomplishes termination of this agreement. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed and prescribed in Exhibit D entitled, "Schedule of Work", or deviation from the aforesaid schedule without prior approval of COUNTY, shall constitute cause for termination. In such event, copies of finished or unfinished documents prepared by CONTRACTOR under this AGREEMENT shall be submitted to COUNTY as stated in Exhibit C entitled, "Deliverables". CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by COUNTY, including reasonable costs for the orderly filing and closing of the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY: Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONTRACTOR. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONTRACTOR shall also be paid for reasonable costs for the orderly filing and closing of the project.

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 CONSULTANT: CONTRACTOR shall perform the services under this AGREEMENT as an independent CONTRACTOR and nothing contained herein shall be constructed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute CONTRACTOR or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. RESPONSIBILITY OF CONTRACTOR: CONTRACTOR is employed to render a professional service only and any payments made to CONTRACTOR are compensation solely for such services rendered and recommendations made in carrying out the work.

CONTRACTOR shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to

CONTRACTOR'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at CONTRACTOR'S expense.

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS:

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

ARTICLE 20. ACCURACY OF WORK:

CONTRACTOR 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 CONTRACTOR of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. CONTRACTOR shall prepare any plans, report, field work, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to CONTRACTOR. CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONTRACTOR shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONTRACTOR to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONTRACTOR until CONTRACTOR complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONTRACTOR.

ARTICLE 22. INDEMNIFICATION:

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to the property or other rights of any person or persons caused by the performance or non-performance by CONTRACTOR of the AGREEMENT, whether such injury, death, loss or

damage results from any cause whatsoever. CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR 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 CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 23. CONFIDENTIALITY: CONTRACTOR 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 CONTRACTOR 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 Director of the DEPARTMENT.

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

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by CONTRACTOR without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONTRACTOR, but should any such information be released by COUNTY or by CONTRACTOR 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: CONTRACTOR agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this contract. CONTRACTOR or any SUB-CONTRACTOR 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 Director of the DEPARTMENT. All electronic files used on this PROJECT, including any custom or commercially available software developed or used by CONTRACTOR, shall become the property of Fulton County. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by CONTRACTOR and registered in the name of the Director of the DEPARTMENT. CONTRACTOR agrees to provide at no cost to COUNTY any upgrades to any software used on this PROJECT.

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

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

Section 26.01. Workman's Compensation Insurance in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.

Section 26.02. General Aggregate in an amount not less than Two Million Dollars (\$2,000,000).

Section 26.03. General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

Section 26.04. Professional Liability Insurance in an amount that equals or exceeds the amount of fees for the AGREEMENT. If coverage is issued on a claims-made basis, a policy should be kept in force at least 24 (twenty-four) months after completion and acceptance of the PROJECT.

Section 26.05. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.

Section 26.06. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT. All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 (thirty) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and COUNTY accepts the project. If CONTRACTOR receives notice of non-renewal or material adverse change of any of the above coverage, CONTRACTOR will promptly advise COUNTY in writing. Failure of CONTRACTOR to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage terminates AGREEMENT as of the date that CONTRACTOR should have given notification to COUNTY.

If COUNTY has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by CONTRACTOR, COUNTY will notify

CONTRACTOR thereof within 20 (twenty) days of the date of delivery of such certificates to COUNTY.

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

ARTICLE 27. PROHIBITED INTEREST:

Section 27.01. Conflict of Interest: CONTRACTOR agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONTRACTOR further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

Section 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: Except as identified in Exhibit F entitled, “Key Personnel Listing”, CONTRACTOR shall not subcontract any part of the work covered by this AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. ASSIGNABILITY: CONTRACTOR shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment or subcontracting by CONTRACTOR without the prior expressed written consent of COUNTY shall at COUNTY’S sole option terminate this Agreement without any notice to CONTRACTOR of such termination. CONTRACTOR binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 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. CONTRACTOR

hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

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

It shall also permit COUNTY and/or representative of the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this AGREEMENT. CONTRACTOR'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CONTRACTOR. To the extent COUNTY audits or examines such information related to this AGREEMENT, COUNTY shall not disclose or otherwise make available to third parties any such information without CONTRACTOR'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting COUNTY any right to make copies, excerpts or transcripts of such information outside the area covered by this AGREEMENT without the prior written consent of CONTRACTOR. CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for 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. CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any SUB-CONTRACTOR, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM: CONTRACTOR shall have an accounting system, which is established, and maintained in accordance with generally accepted accounting principles. CONTRACTOR must account for cost in a manner consistent with generally accepted accounting procedures as approved by Fulton County.

ARTICLE 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 CONTRACTOR to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

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

Notice to COUNTY, shall be addressed as follows:

T.K. Equels, Assistant Director
Fulton County Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Notices to CONTRACTOR shall be addressed as follows:

Contact Name
Name of CONTRACTOR
Address of CONTRACTOR

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, CONTRACTOR agrees as follows:

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

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

Section 36.03. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each SUB-CONTRACTOR, 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 **CONTRACTOR** shall be deemed in violation of this **AGREEMENT** if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of **GOD**, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve **CONTRACTOR** from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT: The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this contract. The **CONTRACTOR** acknowledges that any documents or computerized data provided to the County by the **CONTRACTOR** may be subject to release to the public. The **CONTRACTOR** also acknowledges that documents and computerized data created or held by the **CONTRACTOR** in relation to the contract may be subject to release to the public, to include documents turned over to the County. The **CONTRACTOR** shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The **CONTRACTOR** shall notify the County of any Open Records Act requests not later than 24 hours following receipt of any such requests by the **CONTRACTOR**. The **CONTRACTOR** shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

WITNESS WHEREOF, each of the parties hereto has caused **AGREEMENT** to be executed and delivered on this, the _____ day of _____, 20__.

(INSERT NAME OF CONTRACTOR)

ATTESTED:

By:

Title:

Witness

Seal (Affix)

FULTON COUNTY, GEORGIA

ATTESTED:

By: _____
Mark Massey
Clerk of Commission

By: _____
Karen Handel
Chair, Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Office of County Attorney

T.K. Equels, Assistant Director
Department of Public Works

FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, SUB-CONTRACTORS, mechanic, and laborers employed by _____ or any of his SUB-CONTRACTORS in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____.

_____, who under Oath deposes and says that he is,

_____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires:

EXHIBT AA Description of Services

Fulton County is soliciting bids to continue its stormwater monitoring activities, as described in the September 2000, Atlanta Regional Phase I, National Pollutant Discharge Elimination System (NPDES) Permit, Stormwater Monitoring Program; including components of the Metropolitan North Georgia Water Planning District (MNGWPD), District-Wide Management Plan, Stormwater Monitoring Program, applicable to the County. These stormwater monitoring activities are necessary to ensure that the County maintains compliance with its, Municipal Separate Storm Sewer System (MS4) Permit, issued by the Georgia Department of Natural Resources (DNR), Environmental Protection Division (EPD).

13. Firms that are pre-qualified to provide Task 6 services are not prevented from bidding on this project.

The scope of this project involves the following key program elements:

- Screening for Illicit Connections is to be performed during dry weather at individual stormwater outfalls or points in the drainage system when several outfalls are combined.
- Fecal Coliform Monitoring will focus on the stormwater outfalls within 303(d) listed stream areas. These sampling activities will be collected independently of the water quality trend program to allow greater flexibility responding to storm events without compromising the fecal coliform holding time.
- Water Quality Trend detection involves both wet and dry weather stormwater quality sampling at three (3) existing permanent stations and selected in stream locations.
- Biological/Habitat Assessment involves sample collection and evaluation of biological data appropriate for Georgia streams, in order to identify trends in stream integrity and general quality conditions.

The biological sampling effort is being implemented to assist the County to initiate part of the MNGWPD District-Wide Management Plan, Stormwater Monitoring Program.

The contractor selected will be required to assist the County in data collection and preparation of the County's NPDES, MS4 Annual Report, to be submitted to the State of Georgia on June 15th of each year during the term of this Agreement.

Prior to submitting bids, all bidders are required to thoroughly review the following:

- The 2000 edition of the Atlanta Region Phase I, NPDES Storm Water Monitoring Program Report to ensure that all of the relevant program elements are incorporated into the Project Scope of Service.
- The Metropolitan North Georgia District-Wide Watershed Management Plan-Final Report, dated September 2003, to ensure that the relevant program elements are incorporated into the Project Scope of Service.
- Fulton County Watershed Protection Plan submitted June 2002, revised October 2004.

The above documents will be available at the County's Public Works Department, Surface Water Management Section. The Department of Public Works Surface Water Management Section Staff will manage this project on behalf of Fulton County.

EXHIBIT BB Scope of Services

This project involves specific efforts in the continuation of the County’s Comprehensive Stormwater Monitoring Program activities necessary for the County to remain in compliance with its Municipal Separate Storm Sewer System (MS4) Permit. A major component of the County's MS4 Permit is the collection of wet and dry weather samples at long term sampling stations. The three stations are using American Sigma 900 MAX Automatic Refrigerated Samplers.

The County’s existing permanent in-stream sampling stations are at the following locations:

- Johns Creek at Buice Road (FLLT-01), North Fulton.
- Long Island Creek at Northside Drive (FLLT-03), North Fulton.
- Unnamed tributary to the Chattahoochee River at Boat Rock Boulevard (FLLT-02) South Fulton.

LONG TERM WET WEATHER TREND MONITORING SITES (in-stream)			
Fulton County	FLLT-01	Johns Creek	Residential, Open Space
Fulton County	FLLT-02	See FLLT-02	Industrial, Open Space
Fulton County	FLLT-03	Long Island Creek	Residential, Commercial

This project includes these important elements: dry weather screening and field inspections of storm sewer outfalls to ensure that only illegal discharges and/or illicit flows are observed and any existing illicit connections to the MS4; fecal coliform monitoring for 303(d) listed waters in Fulton County utilizing consistent tracking and data management method to promote consistency in watershed based water quality monitoring; identifying water quality impairments and improvements; using consistent data analysis techniques to ensure comparability between the applicable metro jurisdictions; the implementation of quality assurance and quality control measures and procedures to ensure the collection of precise and accurate data for NPDES permit compliance throughout project activities.

The selected Contractor will be required to work closely with the Surface Water Management Staff. The project duration will be approximately 12 months. However, the work described in the scope of services is for each NPDES, MS4 Permit year, with the option to renew yearly up to two (2) additional years.

The County’s Storm Water Monitoring frequency consists of two seasons:

The water quality trend sampling seasons consist of summer (May – October) and the winter (November – April) seasons. Samples are collected annually at approximately one per month from specific sampling locations.

The project goals and objectives are:

- Obtain specific and measurable water quality data from all sampling locations.
- Focus Fecal coliform monitoring effort on impaired waters identified on the State of Georgia 303(d) list for Fulton County;

- Assess current status of streams in the watershed with respect to water quality improvements and designated uses;
- Based upon water quality data; identify the primary causes of stream impairment in order to recommend necessary actions for improving stream integrity;
- Collect and evaluate biological samples at County’s permanent monitoring stations;
- Evaluate water quality trends, and develop reports for the receiving waters over the permit period;
- Identify illicit discharges to the County’s Municipal Separate Storm Sewer System (MS4);
- Identify fecal coliform contamination of surface waters resulting from illicit connections or seepage into the Municipal Separate Storm Sewer System (MS4); and
- Screen stormwater outfalls to identify potential sources of water quality impairment.

The project involves the following tasks:

- ◆ **Task 1** Project management functions which are performed throughout the project including developing an approach to executing the project.
- ◆ **Task 2** Monitoring station maintenance
- ◆ **Task 3** Water quality trend monitoring
- ◆ **Task 4** Dry weather outfall screening for illicit discharges
- ◆ **Task 5** Fecal coliform monitoring
- ◆ **Task 6** Biological/Habitat Assessment
- ◆ **Task 7** Laboratory analysis
- ◆ **Task 8** Non-Routine/Emergency Services
- ◆ **Task 9** Annual report preparation and update of the County’s report to EPD

Contractor shall be responsible for the following Project Management efforts:

Task 1: Project Management

1.1 Project Management Plan

- 1.1.1 Prepare and submit a project schedule for review and approval by the County. This schedule will be used as a project control system for the contractor and as a basis for status reporting. The project shall utilize appropriate software and shall be in a format that is acceptable to the County. The scheduled tasks shall meet the tasks used in the budget.
- 1.1.2 Provide the County with an itemized list of tasks and estimated cost per task, such that no task exceeds five (5) percent of the total contract amount. As the project progresses and information becomes available, it may be appropriate to redistribute the individual task budgets. The redistribution is to be authorized by the County prior to implementation.

1.2 Project Work Plan

- 1.2.1 Prepare a draft project work plan that will provide the basis for accomplishing and completing the project. The work plan shall address the following subjects and include the following sections or items: Project Description, Preliminary Table of Contents, Preliminary List of Deliverables, Roles and Responsibilities, Quality Assurance/Control

Plan, Schedule of Performance (Gantt Chart), and Project Budget for duration of the project.

- 1.2.2 The work plan shall be submitted within 30 days of the Notice to Proceed. The County will review the plan and provide comments within 30 days of receipt of the plan. The Contractor shall provide response to the comments within 15 days of receipt and incorporate appropriate comments into the final work plan, which shall be submitted within 15 days after their response to comments.
- 1.2.3 Define roles and responsibilities of Contractor's project team members and interface with the County's staff .
- 1.2.4 Contractor's project team manager and task leaders meet to develop project work plan assignments. The Team Manager and the County shall be notified and afforded the opportunity to attend meeting.
- 1.2.5 Develop draft Rainfall Sampling Communications Plan detailing specific approach to monitoring weather forecasts and procedures designed to alert members of the Contractors' sampling team of a predicted rainfall event.

The plan will include the identification of the sampling team leader capable of interpreting weather forecasts, alerting and mobilizing team members of a predicted rainfall event.

The plan will include the use of Internet, local cable network, radar or other existing communications media providing current weather information. In addition, up to three members of the sampling team shall be available to perform sampling activities in the event a representative rain event occurs.

- 1.2.6 Develop Fecal Coliform Monitoring Implementation and Management approach that describes specific steps for identifying site locations or sites and the collection of samples. Contractor shall review the Atlanta Region NPDES MS4 Phase I Stormwater Monitoring Program Report selection criteria for sampling locations.
- 1.2.7 Data Management and Analysis. The Contractor shall develop a database that will include wet weather, dry weather and fecal coliform sampling results; geometric mean for all fecal coliform samples from each location collected during winter and summer seasons; wet and dry weather samples and post-storm event samples for each location, field monitoring data sheets and outfall/site characteristics. Geometric mean values for each site shall be compared to values from GAEPD Water Quality Control Standards for fecal coliform. Results of data analysis shall be reported in an ACCESS database format.

The Contractor shall locate, map, and update sampling/monitoring sites and storm sewer outfall database associated with 303(d) listed waters in Fulton County.
- 1.2.8 The Contractor is required to implement the data analysis and reporting recommendations for fecal coliform monitoring as stated in the current Atlanta Region NPDES Storm Water Monitoring Report, which shall be available through the County.

- 1.2.9 The Contractor shall transfer results of water quality analyses to the Atlanta Regional Commission's (ARC) web page, www.atlantaregional.com/swdata.html. (Contractor shall ensure all sampling analysis data collected is received at ARC by May 1st each year).
- 1.3 The Contractor will issue the draft plan for review by the County and incorporate comments. The Contractor shall:
- Develop draft plans and project reports for incorporation into the work plan.
 - Review and revise draft project work plan based on County comments.
 - Issue final work plan to County for approval
- 1.4 The Contractor shall incorporate the final plan into the project work plan.
- 1.5 The Contractor shall develop and update an Illicit Connection Implementation/Outfall and Management Plan through the contract term, detailing the specific approach and steps for identifying the source of existing illicit connections in order that they are eliminated.
- 1.6 The Contractor shall prepare a draft Storm Water QA/QC Sampling Plan. The Storm Water QA/QC Plan shall document proper procedures designed to ensure collection of samples are consistent and accurate data is generated for NPDES permit compliance.

The Contractor will develop the plan to include the following sampling elements:

- Sample collection procedures and techniques;
 - Field quality assurance and quality control methods for collecting and evaluating representative samples, including the number of samples to be collected;
 - Laboratory selection criteria and audit procedures;
 - Identify standard protocols for sample collection, field instrumentation calibration, QC sample collection, handling and identification, and cleaning procedures;
 - Delivery storage including quality control review of sample collection and analysis; and
 - The contractor shall develop a field inspection QA/QC for screening of major outfall effort described under Task 4.
- 1.7 The Contractor is required to review the Atlanta Region NPDES MS4 Phase I Storm Water Monitoring Report that address laboratory selection criteria and field QA/QC recommendations to ensure that this project is meeting QA/QC objectives.
- 1.8 The contractor is required to replace contaminated samples delivered for analysis at no cost to the County.
- 1.9 The Contractor shall review current data collection methods, management procedures and analysis techniques being used by members of the Atlanta Regional Storm Water Task Force (ARSWTF), the Metropolitan North Georgia Water Planning District (MNGWPD), and develop recommendations to the County on selecting a consistent data collection method, data management, data analysis technique, and reporting procedure comparable with the ARSWTF jurisdictions.

1.10 The Contractor shall perform the following:

- Review methods used by other Contractors and County staff to collect and track storm water monitoring data;
- Review all current stormwater sampling/monitoring data collected during the permit cycles, and prepare and provide recommendation to the County as to the best applicable ways to utilize the findings into County's future stormwater monitoring program;
- Review the method of analysis chosen to evaluate water quality trend data for its appropriateness in tracking trends over time;
- Develop a report detailing the specific approach for selecting a consistent method of data collection, management and data reporting;
- Issue the report for review and incorporate comments from the County; and Incorporate the approved report and recommendations into the final project work plan.

1.11 Monitoring and Reporting

- 1.11.1 Meet with the County monthly to discuss all elements of the project; project status, milestones achieved, and prepare meeting minutes, including progress report.
- 1.11.2 Prepare monthly status report(s) that present the status of each task, update the project schedule, list milestones achieved, support and document schedule changes, update project costs and justify changes to the schedule or proposed project costs.
- 1.11.3 Contractor shall inform the Surface Water Management staff of all possible sampling times, when the field sampling is performed; field inspections and field screening occurrence, and provide a copy of inspections, sampling and field screening results, and laboratory report. (See Exhibit D – Schedule)
- 1.11.4 Storm Water Outfall Screening for Illicit Discharges: Describe all sampling, field inspections, and screening activity efforts, grab sampling results and the applicable recommendations for improving water quality of outfall flow. This report shall address work done for the winter and summer seasons dry weather flow and conditions as defined in the scope of service, and when applicable, the result of the quarterly field inspection of the 80 major outfall sites.
- 1.11.5 The Contractor shall immediately provide the County with an oral report at the time the Contractor becomes aware of any noncompliance actions or fails to collect and analyze required samples...etc., and followed by a written report within two (2) days. The written report shall contain a description of the noncompliance and its cause, the exact dates and times of noncompliance or if not corrected, the anticipated time the noncompliance is expected to continue and steps taken by the Contractor to reduce, eliminate and prevent recurrence of the compliance. (See Section T – Special Provisions of the Invitation to Bid).
- 1.11.6 Basis for payment of project management functions.

The cost for project management activity shall be included in the unit price bid for sampling and monitoring and no separate payment shall be provided.

1.12 Project Closeout

- 1.12.1 Archive and deliver functional management information developed as part of the data collection, Water Quality Trend Monitoring, Biological/Habitat Assessment, Fecal Coliform Monitoring, Outfall Screening for Illicit Discharges, Laboratory Analyses results and monthly water quality data electronically transferred to the Atlanta Regional Commission's (ARC) web page, www.atlantaregional.com/swdata.html.
- 1.12.2 Archive and deliver hard copies and electronic files of deliverables with appropriate backup to the County.
- 1.12.3 Prepare and submit a project close out report to the County describing the performance of the project variances and lessons learned with recommendations to the County for improving future water quality monitoring efforts.

Task 2: Monitoring Station Maintenance

- 2.1 The Contractor shall maintain access to all monitoring stations.
- 2.2 The Contractor is required to establish and maintain electrical and telephone services to all permanent-monitoring stations. Modem lines and cellular forms of communication between the stations and the Contractor sampling team is encouraged. The Contractor shall ensure that all sampling stations are operating continuously throughout the term of the project.
- 2.3 The Contractor shall provide a schedule for maintenance activities. The schedule shall be included in the project work plan with procedures designed to ensure continuous sampling in order that the County remains in compliance with its NPDES, MS4 Permit.
- 2.4 The Contractor shall conduct routine maintenance and inspections of equipment to prevent equipment damage during the term of this project and if equipment is damaged or is not operational perform all necessary activities and effort for the equipment to be ready for collecting samples.
- 2.5 Contractor shall operate and maintain the equipment in accordance with manufacturer's instructions. The following are activities where special attention is warranted:
 - 2.5.1 Contractor shall place the sampler in the manual pump mode by pressing the Manual Mode key located on the front panel of the controller after collecting a sample and clean the intake tubing pump by pumping water with a mild detergent solution through the tubing. Do not lubricate the pump tubing or the intake tubing.
 - 2.5.2 Contractor shall clean the interior and exterior of each sampler cabinet once a month with a damp sponge and mild detergent. Abrasive cleaners shall not be used.
 - 2.5.3 Contractor shall clean the sample bottles at each station after collecting a sample using a brush and a mild detergent, followed by a fresh water rinse and a distilled water rinse.
 - 2.5.4 Contractor shall inspect and remove any debris found in the Rain Gauge Tipping Bucket and sampler tubing at each station.

- 2.6 The Contractor shall submit monthly progress reports summarizing results of scheduled inspections and maintenance of monitoring stations, dates activities were performed as described in the schedule for maintenance activities.

Monitoring Station Maintenance Basis for Payment

- 2.7 The cost for routine maintenance of the monitoring stations shall be included in the unit price bid for the sampling and monitoring and no separate payment shall be provided.

Task 3: Water Quality Trend Monitoring

- 3.1 The CONTRACTOR is required to collect twenty four (24) samples per permit year at the County's existing permanent trend monitoring locations (FLLT-01, FLLT-02, and FLLT-03) Sampling locations are located at in-stream sites. Three (3) wet weather and one base flow sample will be collected during each of the summer (May-October) and winter (November-April) seasons, at each sampling location (a total of eight samples per monitoring location of which six (6) shall be wet weather and two (2) shall be base flow samples collected during dry weather). Stage discharge relationship shall be developed by the Contractor, prior to collection of samples. Stage discharge relationship shall be developed in accordance with the guidelines identified in the ARC Phase I Program (ARC 2000).
- 3.2 The CONTRACTOR is required to collect samples during representative wet weather events. Representative wet weather events requires a minimum precipitation of 0.3 inches with a minimum time of 72 (seventy-two) hours between each wet weather event sampled to ensure that the events are discrete and the measured water quality parameters are associated with the event sampled. Additionally the CONTRACTOR shall not collect a dry weather sample until after seventy-two (72) hours with less than 0.1 inch of precipitation after a wet weather event.
- 3.3 During wet weather events, the CONTRACTOR shall collect samples using the automated samplers. Flow-weighted composite samples of the stream flow shall be collected over the duration of each wet weather event and trailing hydrographs. The CONTRACTOR shall use flow proportional composite aliquots collected at equal increments for pollutant concentration differences throughout the storm hydrograph.
- 3.4 The CONTRACTOR is required to conduct dry weather base flow sample using automatic sampler at all of the County's permanent monitoring stations.
- 3.5 The CONTRACTOR is required to collect samples during both wet and dry weather to be analyzed for the following parameters:
- Biochemical Oxygen Demand (BOD5)
 - Chemical Oxygen Demand (COD)
 - Total Dissolved Solids (TDS)
 - Total Suspended Solids (TSS)
 - Total Kjeldahl nitrogen (TKN), nitrate plus nitrite (total oxidized nitrogen)
 - Hardness, total phosphorus, dissolved phosphorus
 - Dissolved metals (cadmium, copper, lead and zinc)

- Air and water temperature, pH, instantaneous flow and 5-day biological oxygen demand

3.6 The CONTRACTOR shall prepare a summer and winter season trend evaluation monitoring sampling report describing all of the activities and water quality trend findings, including interpretation of water quality data collected over both seasons (See Exhibit D - Schedule).

3.7 Water Quality Trend Monitoring Basis for Payment

The unit price bid for collecting required Water Quality Trend Samples identified in Task 3 shall include all work required to collect samples during representative wet weather events, conduct dry weather base flow sampling and prepare summer and winter season trend evaluation monitoring report (3.6).

Task 4: Dry Weather Outfall Screening for Illicit Discharges

4.1 Screening and re-screening of outfalls:

The CONTRACTOR is required annually to locate, identify, and screen a maximum of eighty (80) major outfalls that are potential sources of water impairment, outfalls that drain into 303 (d) listed waters or at points in the drainage system where several outfalls are combined that discharge into a municipal storm water conveyance system, and to conduct inspections of commercial and industrial sites to determine if appropriate storm water controls are in place and operating as intended. In addition, re-screening is assumed to be required for up to 20 (25%) of the 80 identified sites where dry weather flow is observed. All twenty (20) may not be re-screened depending upon the laboratory results of the initial sampling analysis. The total number of outfalls screened and re-screened shall be approximately 100 (80+20). Major storm water outfalls are defined as:

- 36" diameter minimum end of pipes for residential subdivision separate storm sewer system.
- 12" diameter minimum end of pipes for commercial and industrial sites separate storm sewer system.

Outfalls will be selected from the County's list of priority outfalls. Samples are to be collected from areas with water quality problems, particularly where there are no apparent point source discharges, since these areas are suspect with regard to illicit connection. These areas will be prioritized with regard to screening for illicit connections.

Field screening of outfalls shall be performed during the dry and wet weather flow conditions in order to identify any existing illicit connections for elimination. Outfalls shall be screened during the summer (May-October) and winter (November-April) seasons.

Dry weather flow conditions are defined as flow conditions having a rainfall of less than 0.1 inches per day for at least 72 hours. Wet weather flow conditions are defined as flow conditions having a minimum rain fall of 0.1 inches. Additionally, a minimum time of 72 hours is required between each wet weather event. (see Atlanta Region Phase I – MS4-NPDES Storm Water Monitoring Program Report).

4.2 The Contractor shall develop an Illicit Connection Implementation/Outfall and Management Report that described the following:

- Detailing the specific approach and steps for identifying the source of existing illicit connections in order that they are eliminated. Illicit connections are defined as any unpermitted, non-storm water discharge to the County’s storms sewer system.
- The management and coordination of task activities, field inspections and screening/observations, field and laboratory analytical monitoring, and reports and schedule.
- The identification, location, and selected approach to be used in selecting County facilities with outfalls that drain to the MS4s, including, but not limited to types of facilities identified under Georgia’s General Permit No. GAR000000 for storm water discharges associated with industrial activities.
- The identification, location, and selected approach to be used in selecting the eighty (80) storm water outfalls.
- Use of current Atlanta Region Phase I Storm Water Monitoring Program Report selection criteria for Screening Locations and Summary of Monitoring Approach. (Copies shall be made available at the County Public Works Department upon request)
- Map of all separate storm sewer system outfall locations, complete connectivity of system, and possible pollution entrance points.

The utilization of screening locations selection criteria, per the ARC Report, reference shall be described in the illicit connection implementation plan by the Contractor. The County shall review the draft illicit connection/outfall implementation and management plan and Contractor incorporate County’s comments as part of the final work plan.

4.3 The CONTRACTOR shall conduct annually field inspections at 80 sites within the summer (May-October) and winter (November-April) season. These sites shall be rotated on an annual basis with documented results of each outfall inspected and sampled.

The CONTRACTOR shall note dry weather flow, if any, then collect samples using field techniques to determine if the discharge is more than ground water and return sample to the laboratory for precise analysis. CONTRACTOR shall submit quarterly field inspection reports to the County for review.

4.4 In areas where an illicit industrial or municipal connection is suspected, the CONTRACTOR shall conduct screening at a time when the source is most likely to be causing a discharge. Site inspections shall be performed on a minimum of 5% of relevant businesses(process waste water, car washes, sanitary waste water, nurseries/landscape facilities, municipal facilities, auto part stores that use their parking lots for auto repairs,

restaurants, dry cleaners...etc.) annually. Visual inspection shall include locating industrial discharges to the MS4 or state waters using visual observation and available pipeline schematics. Contractor shall document illicit connection inspection findings in a letter report to the County within 24 hours following the date of the inspection. The report shall also include test results, location of the connection, test date and proposed method used to remove the connection.

- 4.5 In areas where an illicit sanitary sewer connection is suspected, the Contractor shall conduct screening in the mornings when sanitary flows are typically greater and more likely to be observed.
- 4.6 The Contractor shall review previous year and current sampling screening records to identify the problem outfalls (suspected illicit discharge). The sampling results of outfalls that demonstrate non-storm water discharge or illicit connections shall be re-screened.
- 4.7 The Contractor shall prioritize outfalls for dry and wet weather screening and creating and managing a dry weather outfall field screening list annually.
- 4.8 If no illicit discharge is observed during the screening event, the Contractor's screening team shall document results as "no observed dry weather flow". The results shall be counted towards the total number of outfalls screened each year.
- 4.9 The selected Contractor shall obtain the required database format and nomenclature from the County's Public Works GIS staff and shall provide a database to incorporate all monitoring, dry and wet weather outfall screening and re-screening data with linkage to photographs taken during field visits to outfall locations.

The Contractor shall utilize the existing county storm sewer system inventory data (if available) as an aid in this task. Also, the map(s) developed by the contractor shall have updating capabilities for each future permit year. The Contractor shall produce dry and wet weather outfall screening images linked to the map(s) in County GIS format.

- 4.10 Sampling of potential illicit discharges - Estimated quantities are based on the assumption that 20 (twenty) screened outfalls shall have observed flow to be sampled and all 20 (twenty) shall be re-screened and re-sampled.
During each screening event, when potential illicit discharge is observed, the Contractor's screening team shall:

- Check and observe discharge for color, turbidity, oil sheen, and odor;
- Measure pH, temperature and conductivity of the discharge;
- Sample any discharge for total chlorine, total copper, total phenol, and detergents/surfactants (quantitative). Note: 40, CFR Section 136 methods are not required so the screening can be performed in the field using chemical test kits(e.g. Hach Test Kits or similar); and
- Collect grab samples for fecal coliform analyses and deliver them to the laboratory at the Big Creek Water Reclamation Facility (WRF) for

analysis. Fulton County Big Creek Water Reclamation Facility is located at 1030 Roswell-Marietta Highway, Roswell, Georgia.

The Contractor shall appropriately time all field screening during dry and wet weather conditions to increase the potential for observing non-storm water discharges. Also, as the practice of identifying known new water quality problem areas and storm water outfalls continues, a re-screening process shall be established if potential illicit discharge is observed. The re-screening process shall include the activities listed in 4.10 to confirm illicit connection(s), develop corrective actions/recommendations, and prioritize the set of outfalls for yearly screening.

4.11 Outfalls Screening Basis for Payment

The unit price bid for screening/re-screening shall include all work associated with outfall screening and annual field inspection of outfalls with the exception of the sampling (4.10). Sampling shall be paid separately. If the County requires the contractor to re-screen a site, the same work shall be performed as the initial screening. If dry weather flow is present during either the initial site visit or the re-screening site visit, it shall be sampled and paid for based upon the unit price for sampling.

Task 5: Fecal Coliform Monitoring

5.1 The contractor is required to perform fecal coliform monitoring at ten (10) new and two (2) existing locations (Johns Creek @ Buice Road (JO-1) and Long Island Creek @ Northside Drive (L1-1)) in-stream water quality monitoring sites identified in Section 4 – Monitoring Plan of the Watershed Protection Plan. The contractor shall collect a set of samples each quarter of the year in which each set includes four samples (total of at least 16 samples annually at each of the twelve sites) collected over a 30-day period at intervals not less than 24 hours. A total of 192 samples per year from the following monitoring sites:

- 1) CP-1 Camp Creek, Street Crossing @ Stonewall Tell Road
- 2) CK-1 Ball Mill Creek, Street Crossing @ Dunwoody Club Drive
- 3) JO-2 Johns Creek, Street Crossing @ Parsons Road
- 4) L1-2 Long Island Creek, Street Crossing @ Lake Forest Drive
- 5) MA-1 Marsh Creek, Street Crossing @ Brandon Mill Road
- 6) NA-1 Nancy Creek, Street Crossing @ Peachtree Dunwoody Road
- 7) PE-1 Pea Creek, Street Crossing @ Campbellton – Redwine Road
- 8) SA-1 Un-named Trib, Street Crossing @ Sandy Creek Road
- 9) UT-2 Utoy Creek, Street Crossing @ Cascade Road
- 10) WO-1 White Oak, Street Crossing Street Crossing @ Campbellton – Redwine Road
- 11) JO-1 Johns Creek @ Buice Rd.(the existing site is at same location as FLLT-01- the existing permanent In-stream sampling station).
- 12) L1-1 Long Island Creek @ Northside Drive (the existing site is at same location as FLT-03-the existing permanent in-stream sampling station).

5.2 Monitoring Approach:

For stream segments that are currently listed as impaired (either partially supporting or not supporting their designated uses based upon fecal coliform violations), sampling shall follow the guidelines presented in GA-EPD River Basin Monitoring Plan (RBMP) and the Metropolitan North Georgia Water Planning District Wide Watershed Management Plan (MNGWMP).

5.2.1 Grab samples shall be collected directly into sterile bacteriological containers supplied by the contractor. Sample containers shall be handled to avoid introducing contamination during sample collections.

5.2.2 The Contractor shall complete a Chain of Custody Report. Flow estimates, if flow is present, for each sample and field observations shall be recorded on the standard dry weather screening form.

The Contractor shall perform fecal coliform monitoring in known water quality problem areas and those areas that do not have obvious interference from other sources of fecal coliform.

5.3 The Contractor shall deliver representative samples collected for analysis within a six (6) hour holding time to the laboratory at the Big Creek Water Reclamation Facility (WRF) located at 1030 Roswell-Marietta Highway, Roswell, Georgia. Specific arrangements for delivering samples and notifying the laboratory of incoming samples should be coordinated with Fulton County Laboratory staff prior to the collection of samples. This shall avoid potential problems that could jeopardize sample holding time requirements. Commercial environmental laboratories providing sample analysis for a fee or contract basis must be approved or certified by the National

Environmental Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor is required to perform this effort for all applicable sub-task included in Task 5.

5.4 Basis of Payment:

The unit price for impaired stream monitoring shall include all work associated with collecting fecal coliform samples at the sites identified in 5.1. Grab samples for fecal coliform analysis shall be paid based upon each set of four samples collected for which a geometric mean is calculated for each set, per State guidelines.

Task 6.0: Biological Monitoring

Biological components of a water body (i.e., fish and macroinvertebrates) function as monitors of environmental quality by responding to episodic and cumulative pollution, habitat degradation, and environmental stressors. An evaluation of biotic integrity is requested at four monitoring

locations, approved by the County, within Fulton County by examining habitat, and macroinvertebrate and fish communities. This effort is part of the long-term monitoring program under the County's MPDES Phase 1 MS4 Storm Water Permit and is designed to satisfy the biological requirements issued by the Metropolitan North Georgia Water Planning District (MNGWPD).

Biological sampling is a specialized field and Fulton County has pre-qualified the following firms to provide Task 6 services. **Being pre-qualified does not preclude these firms from submitting a bid for the entire scope of work continued in this ITB.** The Consultant must use one of these firms. The Consultant's proposal and bid form must indicate which of these firms were selected to perform Task 6 services:

- CCR Environmental
Contact: Mr. Chris Crow
Mr. Dale Jones
3783 Presidential Parkway
Center Place, NE
Suite 123
Suite 700
Atlanta, GA 30340
GA 303346-1278
(770) 458-7943
(770) 604-9095
- CH2M Hill
Contact:
115 Perimeter

Atlanta,
- Ecological Solutions, Inc.
Contact: Mr. Lee Griffith, CPESC
630 Colonial Park Drive
Suite 200

Roswell, GA 30075

Biological monitoring will be conducted under methods outlined in the Georgia Draft Standard Operating Procedures: Freshwater Macroinvertebrate Biological Assessment (DNR, 2002), and the Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in the Piedmont Ecoregion of Georgia (DNR, 2000), which were fashioned after EPA's Rapid Bioassessment Protocols for Use in Wadeable Streams and Rivers: Benthic Macroinvertebrates and Fish (Plafkin et al., 1989). The primary components of the biological monitoring include physical habitat assessments and benthic macroinvertebrate and fish sampling. Prior to biological surveys, water quality will be assessed via insitu measurements of the following parameters: water temperature, dissolved oxygen (DO), H, turbidity, and conductivity. No sampling or evaluation of reference site(s) will be required for this monitoring because reference data will be provided by GA EPD.

Task 6.1: Habitat Assessment

Habitat assessments will be conducted at all monitoring stations in accordance with the Georgia DNR protocol using the Habitat Assessment Worksheet for riffle/run habitat. The worksheet requires visual evaluation of physical habitat parameters, including instream cover, substrate, channel morphology and flow, bank stability and vegetation, and riparian zone condition. The DNR worksheet has ten Habitat Parameters (HPs). Assessing habitat allows the quality of the structure of the surrounding habitat that influences water quality and condition of the aquatic biota to be evaluated and may aid in identifying non-water quality affiliated factors of biological impairment, if present.

At each site, all individual habitat parameters will be scored (values of 0-20 or 0-10, depending on the parameter), and a total score obtained. Habitat parameters will be evaluated by two trained assessors, and an average of the two scores calculated to produce a total habitat score at each site. The average habitat scores will be used to derive an ecological condition rating. Under the DNR protocol, the condition ratings are interpreted as follows: optimal (meets natural expectations), sub-optimal (less than desirable but satisfies expectations in most areas), marginal (moderate levels of degradation with severe degradation at frequent intervals in areas), and poor (substantially altered with severe degradation).

The habitat score at each monitoring station will be compared with the habitat score of a reference site (site data to be provided by GA EPD) to classify each site on the basis of its similarity to expected conditions (i.e., conditions at the reference site) and its apparent potential to support a measure of biotic integrity. Percent of comparability (ratio) of each monitoring station to the reference fall into one of four assessment categories: “comparable to reference”, “similar to reference”, “partially similar to reference”, or “dissimilar to reference”.

In addition to the habitat assessment forms, DNR’s Physical Characterization/Water Quality Field Sheets and Impairment Assessment Sheets will be completed at each site.

Task 6.2: Macroinvertebrate Community Assessment

The macroinvertebrate community will be assessed under a modified Georgia Bioassessment Protocol (GBP) (DNR, 2002). The GBP specifies that sampling be conducted October through February. Standardized semi-quantitative sampling for macroinvertebrates will be conducted at each site for a variety of habitat types, including riffles, undercut banks/roots, woody debris, sand, and leaf packs/coarse particulate organic matter (CPOM). Sampling generally will consist of collecting six meters of riffle habitat (split between faster and slower currents), five meters of woody debris, three meters of undercut banks/roots, and three meters in the sandy areas. Each sample will consist of a kick, jab, or sweep with the dip net for a linear distance of one meter, except the woody debris samples, in which a brush will be used to brush or scrape a linear meter of the wooded surface. CPOM samples (about two liters) will be collected by hand throughout each study reach. Additionally, a 10-minute visual search and sampling of all habitat types will be conducted.

“D” frame dip nets with a 500-micron mesh will be used for all sampling. All habitat type samples will be composited into a single container at each site for preservation and transport to the laboratory. Analysis and data evaluation will be conducted in the laboratory. Macroinvertebrate sub-sampling shall be performed as specified in GA EPD protocol. Identification and analyses

should be conducted on a sub-sample of 200 ($\pm 20\%$) organisms. Macroinvertebrate specimens should be identified to genus level, or if unattainable, to the lowest practicable taxon using standard taxonomic keys.

Under the GBP, assessment scoring is based on a variety of metrics and is ecoregion-specific. The study area lies within the Piedmont and would follow the Ecological Condition Worksheet for that ecoregion. While ten possible metrics are described in the GBP, only seven metrics are utilized for assessment scoring in the Piedmont ecoregion. These metrics are as follows: 1) taxa richness, 2) EPT Index, 3) Indicator Assemblage Index (IAI), 4) percent composition of dominant taxon, 5) North Carolina Biotic Index (NCBI), 6) percent composition of shredders, and 7) total habitat score. GBP assessment scoring will be performed by comparing monitoring data collected from study area sites to reference data provided by GA EPD.

Task 6.3: Fish Community Assessment

The fish community will be assessed using the Index of Biotic Integrity (IBI) criteria developed for fish communities in the Piedmont Ecoregion of Georgia (DNR, 2000). Fish sampling will be conducted at all study sites, but not at the reference site. Sampling will be conducted April through October.

The surveys for fish will be conducted using backpack electrofishers or a tow boat (dependent on stream size). Collected fish will be identified, enumerated, and released alive. Fish should be identified to species level. Specimens that are unable to be definitively identified in the field will be preserved in 10% formalin solution and taken to the laboratory for identification. Twelve scoring metrics are used for assessing biotic integrity, assigning a value of 1, 3, or 5 for each metric and summing these values for a total IBI score at each site. Additionally, a correction factor will be included for sites with diseased/anomalous individuals. Scoring is based on criteria relative to reference site data and from fixed criteria for a particular ecoregion and also is dependent on stream drainage area. Scoring for metrics number 1-6 and number 11-12 is sensitive to the drainage areas of the streams at the monitoring locations. The DNR protocol is based on five integrity or quality classes. This version of the IBI is a modification of the EpA Rapid Bioassessment Protocol V (Plafkin et al., 1989). The EPA and DNR versions of the IBI are based on the original premise of the IBI developed by Karr (1981).

In addition to the IBI, state protocol utilizes a modified Index of Well-Being (Iwb) to assess the fish community. The IBI is the primary tool used for evaluating the fish community, and the Iwb is used as a secondary assessment to confirm the results of the IBI. The Iwb is a composite index which combines two parameters of fish diversity and fish abundance into a single value reflective of these two components. The four parameters which comprise the Iwb are as follows:

1. Relative fish density
2. Relative fish biomass
3. Shannon-Wiener Index of Diversity based on numbers of fish
4. Shannon-Weiner Index of Diversity based on biomass of fish

The Iwb is calculated as follows:

$$Iwb = 0.5 \ln(\text{No.}/200\text{m}) + 0.5 \ln(\text{Kg}/200\text{m}) + H_{(\text{No.})} + H_{(\text{Kg})}$$

where:

- No./200m = number of individuals (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing
- Kg./200m = total biomass (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing
- $H_{(\text{No.})}$ = Shannon-Wiener Index of Diversity based on numbers of fish
- $H_{(\text{Kg})}$ = Shannon-Wiener Index of Diversity based on biomass of fish

Task 6.4: Biological Monitoring Report

A report will be prepared summarizing the results of the biological monitoring. The report will include a statement of methods used, raw data, calculated metrics and narrative descriptors. A brief interpretation of the monitoring results shall also be included. A draft copy will be provided for review and comment by Fulton County. Comments will be addressed, and a final report will be provided.

Task 6.5: Data Submittal

The raw data, calculated metrics, and narrative descriptors will be provided in a format prescribed by the Fulton County Department of Public Works. The intent is to be able to add the data and results of the biological monitoring effort into Fulton County's GIS program.

Task 6.6: Biological/Habitat Assessment Basis for Payment

The unit price bid for Biological/Habitat Assessment shall include all work associated with evaluating habitat quality at each monitoring location, collecting and evaluating biological samples and assessing each streams' health relative to "fishing" designation.

Task 7: Laboratory Analysis

7.1 The Contractor is directed to utilize Fulton County's Big Creek Laboratory for analysis of all samples collected as required in the scope of service. The Contractor is required to notify Fulton County Laboratory staff prior to the collection of samples. This shall avoid potential problems that could jeopardize sample holding time requirements. Fulton County Big Creek Water Reclamation Facility(WRF) Laboratory is located at 1030 Roswell-Marietta Highway, Roswell Georgia.

7.2 Use of private/commercial environmental laboratories:

When pre-approved by Fulton County, the Contractor may use approved or certified private/commercial environmental laboratories for analysis of samples when the County's Big Creek Laboratory is not available. Certified laboratories selected by the Contractor shall be certified through the National Environmental Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor must provide

verification of lab accreditation to the County prior to lab utilization. An allowance of \$50,000.00 has been included in the project to cover laboratory cost incurred throughout the term of this project. These funds are to be used for laboratory analysis only if Fulton County labs are determined unable to accomplish the work. The Contractor must obtain approval from the County prior to the use of any approved or certified private/commercial environmental laboratories for analysis of samples. If a private laboratory is used the Contractor shall be paid actual cost of laboratory analyses as supported by invoices.

Task 8: Non-Routine/Operations and Maintenance

8.1 The Contractor shall provide non-routine and/or emergency maintenance and repairs at each of the existing three (3) sampling stations and any new sampling stations if added during the project term. This effort is intended to correct and avoid potential equipment problems that could jeopardize the collection of required samples. An allowance of \$15,000.00 has been included in the project for performing non-routine/emergency maintenance of existing stations. All work associated with this item must be pre-approved by Fulton County.

8.2 The Contractor shall reprogram the sampler controller and reconfigure the sampler flow signed input as required to utilize stream flow data collected at the existing USGS stream flow gauging station at Johns Creek (FLLT-01). This effort shall include working with USGS in order to configure Fulton County's sampling equipment such that the data produced by both Fulton County and USGS stations are mutually consistent. Upon successful completion of this task, the Contractor should be able to effectively correlate the County's stream flow data with results obtained from the USGS equipment. Stream flow data correlated shall be documented in the monthly report.

The contractor shall provide a price to perform this work under the allowance prior to initiating work and this work may not be authorized.

8.3 Non-Routine Operations and Maintenance Basis for Payment

The Sampler Controller, Refrigerator, Probes, and Sensors are critical sub-systems that may require Non-Routine Operations and Maintenance activities during the term of this project. Non-Routine Operations and Maintenance may be required whenever the sampler controller displays a "Program Halted" message. The unit price bid for performing Non-Routine Operations and Maintenance activities on the sampler sub-systems shall include all cost estimated to identify, repair or replace all failed parts and program controller within an acceptable time frame in order to minimize loss of sample collection opportunities. The intent of the County is to ensure optimal performance of all samplers and provide consistency in sample collection.

Task 9: Annual Report, preparation and update of County's Report to EPD

9.1 Annual Report

Contractor shall prepare the County's annual system wide report covering the reporting period of May 1 – April 30. Contractor shall submit a draft to the County on or before May 10th of each year for review and comment. The County shall review the report and provide any comments to the Contractor within ten (10) days of receipt of the report.

The County's Watershed Protection Plan shall be included as an appendix to the Annual Report. The Watershed Protection Plan will include a schedule for correcting current water quality problems causing water standards violations, monitoring to ascertain the effectiveness of the actions taken to correct water quality problems, supporting data, and how the watershed protection plan will be implemented in attaining and maintaining compliance with water quality standards.

Contractor shall incorporate appropriate comments into the final report and submit the final report to the County within 15 days of receipt of County comments for review and approval. Also, the Contractor shall deliver the final report to EPD and assist the County in addressing EPD comments after June 15th of each year.

The report due June 15, 2005 shall incorporate sampling data furnished by the County collected prior to the date of contract award.

9.2 Basis for Payment of Annual Report Updates

The unit price bid to update the Annual Report shall include all work associated with preparing the County's annual system wide report for the period beginning May 1 – April 30 of each year during the term of this project and delivery of the final report to

Environmental Protection Division (EPD) and assist the County in addressing EPD comments after June 15th of each year.

EXHIBIT CC DELIVERABLES

The CONTRACTOR shall furnish the following deliverables during the course of the project:

- 1) Project Management Plan (Draft)
- 2) Project Management Plan (Final)
- 3) Draft Project Work Plan
 - 3.1) Rainfall Sampling Communications and Weather Forecasting Plan
 - 3.2) Illicit Connection Implementation Management Plan
 - 3.3) QA/QC Sampling Plan
 - 3.4) Fecal Coliform Monitoring Implementation and Management Plan
 - 3.5) Data Management and Analysis Report in Access database format
 - 3.6) Telephone and Electrical Services Report
 - 3.7) Wet Weather Sampling/Analysis Report
 - 3.8) Dry Weather Screening/Illicit Connections Report
 - 3.9) Monitoring Stations Maintenance Schedule
- 4) Final Project Work Plan
- 5) Bio-Assessment Monitoring Report
- 6) Bio-Assessment Raw Data Report
- 7) Illicit Connection Inspection Report (letter)
- 8) Sampling and Quality Assurance Plan
- 9) Quality Field Inspection Report
- 10) ARC Annual Report on Water Quality Data
- 11) Database Management Information in Digital Format
- 12) Monthly project status reports include Project & Schedule updates, and monitoring process.
- 13) Meeting minutes
- 14) Field Data Sheets
- 15) Chain of Custody Records and Letter Reports
- 15) Information Maps of each sampling/monitoring sites, shown in Task 5.1 in electronic format approved by County GIS.
- 16) Map(s) showing all separate storm sewer system outfall locations specified in Task 4 and possible pollution entrance points.
- 17) Monthly Project Invoices

- 18) Monthly laboratory results of grab samples, fecal coliform samples, composite samples, dry weather outfall screening samples and wet weather samples collected and analyzed per season.
 - 19) Update County's Sampling Procedure Manual
 - 20) Draft 2005 Annual Report to EPD (6 hard copies, and 4 CD of the complete report)
 - 21) Final 2005 Annual Report to EPD
 - 22) Draft Storm Water Quality Sampling Training Guide and Materials
 - 23) Final Storm Water Quality Sampling Training Guide and Materials
 - 24) Summer and Winter Season Trend Evaluation Monitoring Report.
 - 25) Draft 2006 Annual Report (Three (3) hard copies and four (4) CDs of complete report).
 - 26) Final 2006 Annual Report (Four (4) hard copies and four (4) CDs of complete report).
 - 27) Draft 2007 Annual Report (Three (3) hard copies and four (4) CDs of complete report).
 - 28) Final 2007 Annual Report (Four (4) hard copies and four (4) CDs of complete report).
 - 29) Draft 2008 Annual Report (Three (3) hard copies and four (4) CDs of complete report).
 - 30) Final 2008 Annual Report (Four (4) hard copies and four (4) CDs of complete report).
- Note: As the project continues, other deliverables may be identified by the CONTRACTOR and/or County.

EXHIBIT DD SCHEDULES

1. Issue Notice to Proceed (N.T.P)	To Be Determined
2. Submit identification and locations of fecal coliform monitoring sites	7 days after N.T.P
4. Submit results of fecal coliform monitoring sites grab 24 hours after receiving lab results	Sample(s) - (monthly)
6. Submit chain of custody forms (COC) for all samples collected and outfalls screened of samples to laboratory	Eight (8) hours after delivery
8. Submit results of field inspections and outfall screening receiving lab analysis results	24 hours after
10. Draft project management and work plan	30 days after N.T.P
11. Submit preliminary major stormwater outfalls locations for dry weather screening	14 days after N.T.P
13. Final project management and work plan	60 days after N.T.P
14. Submit preliminary major stormwater outfall locations for dry weather re-screening	30 days after N.T.P
16. Submit report of trend evaluation monitoring sampling and storm water outfall screening activities completed to date term for the summer and winter seasons (Task 3.6)	August 1 st and February 1 st of each
19. Submit Water Quality Data to ARC	May 1st (Annually)
20. Submit the draft of annual report	May 10th each year
21. Submit final NPDES, MS4, Annual Report	June 3, 2005 - 2007
22. Deliver final report to EPD	June 15, 2005 - 2007