FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

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

PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP46455YC

North Fulton and Operations Center-W026

For

PUBLIC WORKS

Pre Proposal Conference Date: 9:30AM September 15, 2005
RFP DUE TIME AND DATE: 11:00 A.M. October 5, 2005
PURCHASING CONTACT: Al Micah Phillips at 404-730-4214
E-MAIL: almicah.phillips@co.fulton.ga.us.

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

NORTH FULTON MAINTENANCE AND OPERATIONS CENTER – W026

Professional Architecture and Engineering Services

REQUEST FOR PROPOSALS

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SECTION 1
INTRODUCTION

1.1 OVERVIEW

Fulton County, Georgia ("County") intends to construct an office and warehouse complex at the Maxwell Road Site located in the City of Alpharetta, North Fulton County in the northeast quadrant of the intersection of Hembree Road and Maxwell Road. The office and warehouse complex to be called North Fulton Maintenance and Operations Center ("NFMOC")

The site is 40± acres and has a significant elevation change from North to South. The site has 1,050 feet of frontage along Maxwell Road.

County	Fulton County, Georgia
Architect / Engineer	The Selected Proposer with whom the County executes the Design Services Contract.
Project	Professional planning and design services provided by an A/E firm necessary to construct NFMOC.
Contract	The entire and integrated agreement (including Appendices) between the County and the A/E concerning the Project.

Through the issuance of this Request For Proposal, the County is soliciting Proposals from qualified Proposers for the North Fulton Maintenance and Operations Center (NFMOC).

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 3.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the Architectural & Engineering Services Contract for the North Fulton Maintenance and Operations Center (NFMOC), Project #W026, to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves professional architectural and engineering services for a new 33,000 / 35,000 sq. ft. office/warehouse complex and an 8,300 sq. ft. maintenance shop to be built at Fulton County's Maxwell Road Site.

1.3 COUNTY OBJECTIVES

The County objective is to hire the services of a professional architectural and engineering services firm to provide planning, design, bid phase assistance and construction management support services for the construction of NFMOC project. The County objective includes the following:

- To provide, for all the current tenants of the site, office/warehouse and maintenance shop space per the general program information in this RFP and appendices.
- To provide covered rolling stock areas.
- To provide an aggregate storage facility.
- To provide outside storage areas for certain commodities.
- To provide a buffer zone between the adjacent residential areas and the site.
- To provide landscaping of the site.
- To provide a construction plan for the new facilities that would minimize disruption of ongoing operations at the existing facilities.
- Disposal of all site non-salvable items.

1.4 GENERAL SCOPE OF SERVICES

The A&E Firm agrees to provide all professional architectural and engineering services, including the necessary documents, conferences, presentations and presentation materials required by the County and as indicated in the scope of services in the RFP and Appendices. Basic Services generally shall include:

- Architectural planning, design and specifications
- Civil engineering design and specifications
- Landscape & irrigation design,
- Materials schedule and specification estimates
- Structural engineering design & specifications
- Electrical engineering design & specifications
- Plumbing engineering design & specifications
- Mechanical engineering design & specifications
- Certified life/safety engineering design & specifications (fire alarm and fire protections)

- Communications engineering design & specifications (data, phone, paging, intercom, audio/visual, cable TV)
- Interior design & specifications (proposed furnishing layout, selection & specifications and schedules)
- ADA-AG Accessibility Code compliance of drawings & specifications
- Construction cost estimating and life cycle cost analysis for various options in the preliminary design phase and for the final selected design.

In addition to the requirements of Appendix 1, the A&E Firm shall provide the services listed below.

1.5 NEEDS ASSESSMENT& PROGRAM DEVELOPMENT

The A&E Firm shall review the scope of work, needs assessment and preliminary building program provided in Appendix 1 & 2 of the RFP and based on results of the needs assessments review provide various cost estimates at 30% design, within 60 days of NTP. The Program Manager will facilitate the meetings with the Water Services Division. The A&E Firm shall provide the County with a final needs assessment and building program for the project within 90 days and a conceptual design within 105 days of NTP.

Project Management Plan: Develop Project Management (Work) Plan. The Project Management Plan will provide the basis for accomplishing and completing the project. The Project Management Plan shall be submitted within 15 days of the Notice to Proceed. The County will review the plan and provide any comments at a meeting to discuss the initial scope of work within 10 days. The A/E firm shall provide a response to the comments by providing appropriate revisions to the final work plan, which shall be submitted within 10 days after their receipt of comments. The Project Management Plan shall include the following sections:

- Project Description
- Project Goal and Project Approach
- Project Roles and Responsibilities – List and Describe the divisions of work within and outside of prime consulting firm
- Detailed Scope of Work – List and Describe Tasks and Associated Deliverables. Records Management Plan
- Communications Plan – Internal and External
- Quality Control Plan
- Project Schedule – Prepare and submit a cost loaded project schedule for review and acceptance by the County. This schedule will be used as a project control system for the consultant and as a basis for status reporting. The project schedule shall be cost loaded and organized to reflect the critical path as determined from task relationships and durations. The schedule shall be presented as a Gannt Chart with early start and end dates, an estimated percent complete and a cost to date for each indicated task or subtask as presented in the budget.
- Project Budget – Provide the County with an itemized list of tasks and

estimated cost per task. The task list shall match the task list utilized on the project schedule.

- The A/E firm shall provide an analysis of health and safety factors that shall be considered during construction and during the operation of the designed system. This analysis shall include but not be limited to all OSHA requirements, emergencies during construction, emergency situations during operations, and potential health and safety hazards to the general public.

Project Management Plan Endorsement:

- A/E project team manager and task leaders shall meet to develop project work plan assignments. County shall be notified and afforded the opportunity to attend the meeting.
- Develop and submit draft of the Project Management Plan for review.
- Finalize draft project work plan based on County comments.
- Issue final work plan to consultant's project team and County.

Project Communications:

- Meet with the County and other consultants (as might be required) monthly (or more frequently as needed up to a maximum of 20 meetings) for project coordination and update. The Consultant shall prepare and distribute meeting minutes.
- Develop monthly project status updates for distribution to the County.
- Implement the project communications plan developed as part of the project work plan (including phone calls, e-mails, meetings, memos, letters, transmittals, and other project communications as necessary to perform the project).
- Hold internal Project Team coordination meetings on a regular basis.
- Hold task meetings and communications as needed to successfully complete each task.

Monthly Status Reports – Prepare and submit a monthly status report to update the design schedule, list milestones achieved, support and document schedule changes, update project costs and justify any changes to the schedule or proposed study costs.

Project Closeout:

- Deliver hard copy and electronic copy construction plans and technical specifications to the County at the end of the design phase.
- Deliver electronic record drawings to the County at the end of the construction phase.
- Archive and deliver hard copies and electronic files of deliverables and appropriate backup to the County.

Programming development: Based on information obtained in the development of the needs assessment, evaluation of building program requirements, and interviews with Water Services Division, the A&E Firm shall provide as part of the preliminary design phase:

- Illustrate and recommend potential collocation alternatives.
- Recommend and document necessary program revisions.

- Identify and document all applicable design and construction standards, including building codes, life safety codes, OSHA and ADA requirements, current Fulton County building specification requirements.
- Provide structural system recommendations.
- Perform life-cycle cost analysis of alternatives.

Review needs assessment and building program documents: Within ten (10) working days after receipt from the A/E firm of a submittal considered generally acceptable by the Program Manager, the Program Manager shall conduct a meeting to review the submittal with the Water Services Division and the A&E Firm. Review comments from this meeting will be in writing with a copy provided to the A&E Firm. The A&E Firm shall make revisions to the submitted documents based upon these comments and include these comments in the conceptual design submittal. The information submitted to the Program Manager shall become the property of the County upon submission.

The A&E Firm shall within 20 days after receiving the Program manager's review comments of the needs assessment and building program documents, submit to the Program Manager 10 copies of the revised needs assessment and building program documents. The A/E firm shall submit 10 sets of the conceptual design submittal within 45 days of the review of needs assessment and building program. The conceptual design, as a minimum will include, a preliminary project rendering and character sketches, dry mounted on a backer board, As a minimum, character sketches shall be in color and include architectural site plan with proposed landscape massing and shading, floor plans, and building elevations exhibiting proposed exterior finishes. The drawings submitted to the Program Manager shall become the property of the County upon submission. The A&E Firm shall attend and participate in meetings with the WSD for review of the conceptual design and also any public meetings as required by the County as part of the scope of Basic Services in this phase.

Conceptual design submittal and review: Within ten (10) working days of receipt from the A&E Firm of a submittal considered generally acceptable by the Program Manager, the Program Manager shall conduct a meeting to review the submittal with WSD and the A&E Firm. Review comments from this meeting will be in writing with a copy provided to the A&E Firm. The A&E Firm shall make revisions to the submitted documents based upon these comments and include these comments in the preliminary design submittal. The information submitted to the Program Manager shall become the property of the County upon submission.

Following the review of the needs assessment, building program and conceptual design submittal the A&E Firm should proceed with the development of the preliminary design submittal and rest of the scope of services as described in Appendix 1.

Preliminary Design Phase	DAYS AFTER NTP
Issue Notice to Proceed	
Issue Draft Project Management Plan	15
Issue Final Project Management & Basis of Design	10 days after receipt of comments
Submit Building Program & Needs Review and Various Cost Estimates per SOW with Life Cycle Cost Analysis of the Alternatives	60
Final/ Revised Building Program Review & Needs Assessments Submittal	90
Conceptual Design Submittal & Presentation	105

1.6 Purchasing the RFP

This document and supporting materials may be downloaded at the Fulton County Website, http://www.co.fulton.ga.us/ under "Bid Opportunities".

Applications for documents, along with a non-refundable $50.00 payment must be made to Department of Public Works, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303. Payment must be in the form of a certified check, treasurer's check, cashier's check, money order or company check issued by a responsible bank or trust company (no personal checks) made payable to **Parsons PM Team.** Checks returned for any reason will result in the proposal being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

For payment information, contact Carllisa Boyce, Department of Public Works at (404) 893-0873. All other questions shall be addressed by the procedures outlined in this RFP to Al Micah Phillips, Fulton County Purchasing Department at 404-730-4214, almicah.phillips@co.fulton.ga.us.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on September 15, 2005 **at 9:30 A.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to

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

1.8 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before October 5, 2005 **at 11:00 A.M.** , legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

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

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Al Micah Phillips, Fulton County Purchasing Department at 404-730-4214, almicah.phillips@co.fulton.ga.us. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and the A/E firm.

County – Fulton County Government and its authorized representatives.

Contact Person – Person designated by the Fulton County Department of Purchasing to be official point of contact for questions and suggestions concerning this RFP.

Owner – Fulton County Government

Scope of Work ("SOW") – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Water Services Division ("WSD") – Division of Public Works Department of the Fulton County Gov.

Program Manager – Parsons Program Management Team under contract with Fulton County Gov to provide project and construction management services for the projects under Capital Improvement Program.

RFP – Request for proposals

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and

the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **September 23, 2005 at 5:00 PM,** local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing
Attn: _Al Micah Phillips
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: almicah.phillips@co.fulton.ga.us
F: 404-893-1736 or 404-730-0358
RE: 05RFP46455YC
North Fulton Maintenance and Operations Center, #W026

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

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their

response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

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

2.5 TERM OF CONTRACT

The term of the agreement is for the duration of the project including the construction period but not to exceed 24 months.

2.6 REQUIRED SUBMITTALS

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

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

2.7 PROPOSAL EVALUATION

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

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

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

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

A & E SERVICES

05RFP46455YC

North Fulton Maintenance and Operations Center, #W026

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

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.

2. The original and the required number of copies of the proposal must be returned to:

   Fulton County Purchasing Agent
   Fulton County Purchasing Department
   130 Peachtree Street, S.W., Suite 1168
   Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

4. Proposals received after the time and date specified will not be opened or considered.

5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

   The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 120 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.

15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a

breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

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

    A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

    B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

    C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected

officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

SECTION 3
PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than October 5, 2005 at 11:00 A.M. and must be addressed to:

REQUEST FOR PROPOSALS RFP # 05RFP46455YC

Fulton County Department of Purchasing

Public Safety Building

130 Peachtree Street S.E. Suite 1168

Atlanta GA 30303

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

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP 05RFP46455YC

Project # and Title

Technical or Cost Proposal

Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies

of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary (Not to exceed three pages)

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

Section 2 – Qualifications and Experience

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

- Listing of all members or partners of the proposing entity indicating status of general or limited partner. If the Proposer or joint venture is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action must be fully disclosed.
- Brief history of the Proposer's business activities, including ownership, markets, organization, and background organized by individual company.

- Location and address of corporate and regional offices of all members of the proposing team.
- Proposer should submit an organizational chart of the business structure of the proposing entity.
- Project Personnel—Proposer should also include an organizational chart of the structure of the Team and a brief description of the roles, responsibilities and resumes of key personnel.

Section 3 – Related Experience and Performance (Not to exceed ten pages)

The Proposer should indicate relevant experience including other A & E design work. For a minimum of five (5) and a maximum of ten (10) projects, provide a brief description of the project, including the following information in a table format:

- Name and Location of project.
- Client and Owner.
- Names, titles, telephone, fax numbers, and e-mail addresses of key contact persons at a management level of the owner.
- Description of similar projects including size, capacity, and other factors as appropriate.

Section 4 – Proposer Financial Information

The Proposer Financial Information section shall include the following:

- Provide the following information and statements:
  - A copy of the most recent annual report with footnotes or most recent audited financial statement.
  - Latest Dun and Bradstreet Report.

Section 5 - Confidential and Proprietary Information

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

Section 6 – Project Management Plan & Project Approach (Not to Exceed 8 pages total)

Demonstrate and provide a description of how you will perform tasks / scope of works (Appendix 1) to meet the schedule (Appendix 3). Provide a description of recommended enhancements or improvements to the scope of services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit to the project. The approach discussion should include details regarding any unique knowledge or experience would benefit the project. Provide a proposed project schedule showing all deliverables and tasks.

3.4 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a separate sealed envelope. The Price Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

Introduction-The Proposer shall include an introduction which outlines the contents of the Price Proposal. In this section, the Proposer should highlight how the technical approach selected for the Proposal impacts the Fixed Price and discuss the benefits of the selected approach. The Proposer should also describe the approach and assumptions used to determine the Fixed Price.

Section 2 – Derivation Of Costs

Derivation of Costs--In this section, the Proposer shall provide a detailed breakdown of major costs such as engineering and design, permitting, and support during construction. The level of detail within the Price Proposals should be sufficient to allow evaluation using the process outlined in Section 4 of this RFP, and to demonstrate thoughtful consideration of the requirements of this RFP.

Section 3 - Completed Price Proposal Forms

The Proposer is required to complete **all** of the Price Proposal Forms included in Section 6 of the RFP. Section 6 provides a description of the Price Proposal Forms.

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee composed of three (3) members from Fulton County Public Works and two (2) Fulton County Purchasing Staff. The committee may request oral interviews and/or site visits. The committee will report its findings and recommendations to the Assistant Director Of Public Works who shall then make a recommendation to the members of the Fulton County Commission.

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

	Evaluation Criteria	Weight
A.	Proposer 1. Clarity and Quality of Proposal 2. Design Capacity and Availability 3. Experience and Performance 4. Financial Strength 5. Non-Financial References	30%
B.	Proposal 1. Project Management Plan and Approach of Work 2. Quality of Staff and Relative Experience 3. Schedule	50%
C.	Local Presence	10%
D.	Cost (10%)	10%

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

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

Procurement Affidavits

Procurement Affidavit Form 1 Certification Regarding Debarment

Procurement Affidavit Form 2 Form A: Non-Collusion Affidavit (Prime)
Form B: Sub-Contractor Non-Collusion Affidavit

Procurement Affidavit Form 3 Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) *Authority to suspend.*

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

(1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

(2) Conviction of state or federal statutes of embezzlement, theft, forgery,

bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

(3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

(4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

d. Falsification of any documents.

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

(5) 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.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

_____

(Legal Name of Offeror) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

_____

(COMPANY NAME)

_____

(PRESIDENT/VICE PRESIDENT)

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

_____

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

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

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS

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

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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

6.2 REQUIRED FORMS AND EBO PLAN

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

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report

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

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),

Name

_____ _____

Title Firm Name

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

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

This completed form is for (Check one) _Bidder/Proposer _____Subcontractor

Submitted by: _____ **Date Completed:**_____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

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

_____

_____

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

   _____

   _____

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.
3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRATOR NAME:_____

ADDRESS:_____

_____

PHONE:_____

CONTACT PERSON:_____

ETHNIC GROUP*:_____COUNTY CERTIFIED**_____

WORK TO BE PERFORMED:_____

_____

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

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

SUBCONTRATOR NAME:____

ADDRESS:____

PHONE:____

CONTACT PERSON:______________________________________

ETHNIC GROUP*:____________________COUNTY CERTIFIED**____________

WORK TO BE PERFORMED:____________________________________

DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:_______%

SUBCONTRATOR NAME:____

ADDRESS:____

PHONE:____

CONTACT PERSON:______________________________________

ETHNIC GROUP*:____________________COUNTY CERTIFIED**____________

WORK TO BE PERFORMED:____________________________________

DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:_______%

SUBCONTRATOR NAME:____

ADDRESS:____

PHONE:____

CONTACT PERSON:______________________________________

ETHNIC GROUP*:____________________COUNTY CERTIFIED**____________

WORK TO BE PERFORMED:____________________________________

DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:_______%

SUBCONTRATOR NAME:____

ADDRESS:____

PHONE:____

CONTACT PERSON:______________________________________

ETHNIC GROUP*:____________________COUNTY CERTIFIED**____________

WORK TO BE PERFORMED:____________________________________

DOLLAR VALUE OF WORK: $_______________ PERCENTAGE VALUE:_______%

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

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature:_____**Title:**_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

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

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

_____
(Prime Bidder)

Signature_____
Title_____
Date_____

_____
(Subcontractor)

Signature_____
Title_____
Date_____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

_____
(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name:_____ **Title:**_____ **Date:**_____

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

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

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable):_____
ADDRESS:_____
_____
PRINCIPAL OFFICE:_____
OFFICE PHONE:_____

Note: Attach additional sheets as required

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

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

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

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

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

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

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

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

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

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

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

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

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

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

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

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

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

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____**:**

County of_____**:**

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

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

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

AMOUNT OF REQUISITION THIS PERIOD: $_____
TOTAL AMOUNT REQUISITION TO DATE: $_____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ _____

(Signature) ***(Printed Name)***

Notary: _____ **Date:** _____

My Commission Expires: _____

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

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

EMPLOYER'S LIABILITY	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	-$2,000,000
6.	**PROFESSIONAL LIABILITY**	Each Occurrence -	$1,000,000

(Required if respondent providing quotation for professional services).

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

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

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

Such certificates and notices shall be sent to:

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

COMPANY:_____ SIGNATURE:_____

NAME:_____ TITLE:_____ DATE:_____

SECTION 8
SAMPLE CONTRACT

CONTRACT AGREEMENT

Index of Articles

AGREEMENT

This agreement, made and entered into as of the _____ day of _____, 2005 by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and **Name of Consultant authorized** 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 consultant to perform design services for the **North Fulton Maintenance and Operations Facility (NFMOC),** hereinafter, referred to as the "PROJECT".

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

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

ARTICLE 1. **CONSULTANT/OWNER AGREEMENT:** The COUNTY hereby engages the CONSULTANT, and the CONSULTANT hereby agrees 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 **CONSULTANT'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:** The COUNTY and the CONSULTANT 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 CONSULTANT shall not be construed to exceed those services specifically set forth herein. CONSULTANT agrees to provide all services, products, and data and to perform all tasks described in Exhibit B entitled, - Scope of Services".

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

ARTICLE 6. **SERVICES PROVIDED BY COUNTY:** CONSULTANT shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the PROJECT. Certain services as described in Exhibit B entitled - Scope of

Services", if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONSULTANT 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'S policies. CONSULTANT 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 CONSULTANT 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. **CONTRACT TERM / TIME OF PERFORMANCE:** CONSULTANT shall not proceed to furnish such services and COUNTY shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to the CONSULTANT from the COUNTY. The time of performance shall begin upon the date of Notice to Proceed and continue for a total contract time of two years (730 calendar days). Services shall be furnished in accordance with the time schedule presented as Exhibit D entitled, - Schedule of Work". The **CONSULTANT** shall begin work under this agreement no later than five (5) days after the effective date of notification to proceed.

ARTICLE 9. **COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES:** Compensation for work performed by CONSULTANT on PROJECT shall be on the basis of standard billing rates shown in Exhibit E, - Basis of Payment" of those principals and employees engaged directly on the work. Standard billing rates shall remain in effect throughout the duration of this Agreement as presented in the Schedule (Exhibit D). Direct project expenses including travel, subsistence, printing, toll telephone calls, specialized equipment rental and professional services are also reimbursable at actual cost. Outside professional services shall require prior written approval of COUNTY. Costs for relocation, temporary housing, or subsistence of staff assigned to this project are not direct project expenses and will not be reimbursed.

The total contract amount for the PROJECT shall not exceed _____ which is full payment for a complete scope of services. Invoices for payment shall be submitted to the 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 CONSULTANT 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 CONSULTANT 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, a description of the percentage of total work completed for each phase through the date of the statement, and an updated draw-down of the Task-Discipline Matrix submitted with the CONSULTANT'S cost proposal.

Whenever the Scope of Services is substantially complete and the **COUNTY's Contract Manager** considers the amount retained to be in excess of the amount adequate for the protection of the **COUNTY**, the Contract Manager may release all or a portion of such excess amount, upon receipt of a written request from the **CONSULTANT**.

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

COUNTY and CONSULTANT 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 10. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall identify in writing a project manager who shall have sole authority to represent CONSULTANT on all matters pertaining to this contract.

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

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

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

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

ARTICLE 11. **SUSPENSION OF WORK:** COUNTY may order CONSULTANT 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 delay of the project.

ARTICLE 12. **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 CONSULTANT. The decision of the County authorized designee shall be final and conclusive unless, within in 30 days from the date of receipt of such copy, CONSULTANT 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, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending any final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE:** Either COUNTY or CONSULTANT may terminate work in the event the other party fails to perform in accordance with the provisions of this AGREEMENT. Termination of this agreement is accomplished by 30 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. Failure to maintain the scheduled level of effort as proposed 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 CONSULTANT under this AGREEMENT shall be submitted to COUNTY as stated in Exhibit C entitled, - Deliverables". CONSULTANT 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 14. **TERMINATION FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to CONSULTANT. If the AGREEMENT is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONSULTANT shall also be paid for reasonable costs for the orderly filing and closing of the project.

ARTICLE 15. **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 16. **INDEPENDENT CONTRACTOR:** CONSULTANT 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 CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 17. **RESPONSIBILITY OF CONSULTANT:** CONSULTANT is employed to render a professional service only and any payments made to CONSULTANT are compensation solely

for such services rendered and recommendations made in carrying out the work. CONSULTANT shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to CONSULTANT'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at CONSULTANT'S expense.

ARTICLE 18. **COOPERATION WITH OTHER CONSULTANTS:** CONSULTANT will undertake the PROJECT in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other consultants. CONSULTANT shall fully cooperate with such other related consultants and COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other consultants under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by COUNTY employees.

ARTICLE 19. **ACCURACY OF WORK:** CONSULTANT shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSULTANT of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. CONSULTANT shall prepare any plans, report, 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 consultant. CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 20. **REVIEW OF WORK:** Authorized representatives of COUNTY may at all reasonable times review and inspect PROJECT activities and data collected under this AGREEMENT and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

ARTICLE 21. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless the COUNTY and its agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, arising out or resulting from the negligent, intentional or willful performance or non-performance of the work. CONSULTANT'S duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with CONSULTANT'S negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The CONSULTANT'S duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any act or omission of the CONSULTANT, any subconsultant, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONSULTANT shall not hold harmless or indemnify the COUNTY for sole acts or omissions of its employees or agents. CONSULTANT'S obligation to protect , defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition

disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to protect, defend, indemnify and hold harmless the COUNTY and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 22. **CONFIDENTIALITY:** CONSULTANT agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this AGREEMENT to provide information to the public. Upon completion of this AGREEMENT term, all documents, reports, maps, data and studies prepared by consultant pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the DEPARTMENT.

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

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by CONSULTANT without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to CONSULTANT, but should any such information be released by COUNTY or by CONSULTANT with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this AGREEMENT.

ARTICLE 23. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:** CONSULTANT agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this contract. CONSULTANT or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the DEPARTMENT. All electronic files used on this PROJECT, including any custom or commercially available software developed or used by CONSULTANT, 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 CONSULTANT and registered in the name of the Director of the DEPARTMENT. CONSULTANT agrees to provide at no cost to COUNTY any upgrades to any software used on this PROJECT which may be developed for a period of seven years from the date of completion of the project. Any work developed for use on this project may be released as public domain information by the Director of the DEPARTMENT at his sole discretion.

ARTICLE 24. **COVENANT AGAINST CONTINGENT FEES:** CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and that CONSULTANT has not received any non-COUNTY fee related to this AGREEMENT without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 25. **INSURANCE:** CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

Section 6.01 **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 6.02 **General Aggregate** in an amount not less than Two Million Dollars ($2,000,000)

Section 6.03 **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 6.04 **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 twenty-four (24) months after completion and acceptance of the PROJECT.

Section 6.05 **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 6.06 **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 thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverage's, terminates AGREEMENT as of the date that CONSULTANT should have given notification to COUNTY.

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

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

ARTICLE 26.**PROHIBITED INTEREST:**

Section 6.07 Conflict of Interest: CONSULTANT agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees that, in the performance of the AGREEMENT, no person having any such interest shall be employed.

Section 6.08 Interest of Public Officials: No member, officer or employee of the COUNTY during his tenure shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ARTICLE 27. **SUBCONTRACTING:** Except as identified in Exhibit F entitled, - Key Personnel Listing", CONSULTANT shall not subcontract any part of the work covered by this

AGREEMENT or permit subcontracted work to be further subcontracted without prior written approval of the COUNTY.

ARTICLE 28. **ASSIGNABILITY:** The CONSULTANT shall not assign or subcontract this AGREEMENT or any portion thereof without the prior expressed written consent of the COUNTY. Any attempted assignment or subcontracting by the CONSULTANT without the prior expressed written consent of the COUNTY shall at the COUNTY'S sole option terminate this Agreement without any notice to the CONSULTANT of such termination. The CONSULTANT binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 29. **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. The CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT.

ARTICLE 30. **AUDITS AND INSPECTORS:** At any time during normal business hours and as often as the COUNTY may deem necessary, The CONSULTANT shall make available to the 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 the 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. The CONSULTANT'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by the CONSULTANT. To the extent the COUNTY audits or examines such Information related to this AGREEMENT, The COUNTY shall not disclose or otherwise make available to third parties any such Information without the CONSULTANT'S prior written consent unless required to do so by a court order. Nothing in this AGREEMENT shall be construed as granting the 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 the CONSULTANT. The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the AGREEMENT and for three years from the date of final payment under the AGREEMENT, for inspection by the COUNTY or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to the COUNTY. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 31. **ACCOUNTING SYSTEM:** The CONSULTANT shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. The CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 32. **VERBAL AGREEMENT:** No verbal agreement or conversation with any officer, agent or employee of the 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 the CONSULTANT to any additional payment whatsoever under the terms of this AGREEMENT. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the COUNTY, and entered on the Minutes of the Board of Commissioners.

ARTICLE 33. **NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to the 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 the CONSULTANT shall be addressed as follows:

Contact Name
Name of Consultant
Address of Consultant

ARTICLE 34. **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 35. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, the CONSULTANT agrees as follows:

Section 6.09 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 6.10 The CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONSULTANT state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 6.11 The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the AGREEMENT so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 36. **FORCE MAJEURE:** Neither the COUNTY nor the CONSULTANT shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the CONSULTANT from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 37. **OPEN RECORDS ACT:** The Georgia Open Records Act, O. C.G.A. Section 50-18-70 et seq., applies to this contract. The Consultant acknowledges that any documents or computerized data provided to the **COUNTY** by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by The Consultant in relation to the contract may be subject to release to the public, to include documents turned over to the **COUNTY**. The Consultant shall cooperate with and provide assistance to the **COUNTY** in rapidly responding to Open Records Act requests. The Consultant shall notify the **COUNTY** of any Open Records Act requests no later than 24 hours

following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

WITNESS WHEREOF, each of the parties hereto has caused **AGREEMENT** to be executed and delivered on this, the _____ day of _____, 2005.

Attest:

_____

_____

Title: _____

_____

[NAME OF CONSULTANT]

By:

Title:

Seal (Affix)

Attest:

_____

_____

Mark Massey
Clerk to the Commission, Fulton County Commissioners

FULTON COUNTY, GEORGIA

By:

Karen Handel
Chairman, Board of

APPROVED AS TO FORM:

By: _____
Office of County Attorney

APPROVED AS TO CONTENT:

By: _____
Tim Equels
Assistant Director, Public Works

FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the A & E Services of North Fulton Maintenance and Operations Facility at Fulton County have been paid and satisfied in full as of _____, 2005, 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 _____2005.

_____, 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:

_____

SECTION 9

Appendices

Appendix 1 –
Scope of Services

The A/E Consultant shall provide all labor, equipment, and material needed to complete all services as required below:

1 **Site Design:**

The Consultant shall provide Design and Services for the site as outlined below:

1.1 Update the site survey information provided with the RFP.
1.2 Update the geotechnical investigation study provided with the RFP.
1.3 Perform a Hydrology Study of 40 acre tract for a Regional Detention System and submit six (6) copies of related reports.
1.4 Design Detention Systems as required to serve the entire 40± acre site. Obtain approval of the Hydrology Study and Detention Facility Design(s) from the Fulton County Department of Development Services, and other regulatory agencies as necessary.
1.5 Design and extend pipe culvert for stream beyond boundaries of occupied zones, as required for the development of roads and/or yard areas.
1.6 Design and provide plans for extending to site, an 8" water main with the appropriate number of fire hydrants.
1.7 Design and provide plans for water and sewer lines to the facility, as required.
1.8 Design and provide plans for all required underground utilities (power, telephone, gas, etc.)
1.9 Design and provide plans for adequate security lighting at facility, (parking areas,) stockpile areas, and yards around site.
1.10 Design and provide grading drainage and landscape plans as required by project (facility site is approximately 18 acres).
1.11 Design and provide plans for new access and service roads as required.
1.12 Design and provide plans for adequate space Employee Parking Lot and adequate covered space Truck and Equipment Parking Lot per the needs assessment.
1.13 Design and provide plans for all security systems to facility and yards.
1.14 Design and provide plans for a concrete pad and cabling for the installation of satellite dish.
1.15 Design and provide plans for associated sitework required for piping and installation of the mechanical, plumbing and/or electrical system of the building.

2. **Operation and Maintenance Building:**
The Consultant shall provide Design and SDC services for a two story O&M Building. The facility shall be arranged with the office building functions centrally located, and in front of the warehouse/maintenance functions which are required by the various divisions.
The A/E Consultant shall provide various cost estimates at the 30% design stage to facilitate Water Services Department to finalize NFMOC space needs. Details of space

requirements and needs assessments by various stakeholders are included in the appendix 2.

Cost estimates to be provided by an A/E will be for the following possible construction scenarios:

a. Base Bid (Water Services Department + Finance Department) see building program for space requirements provided as part of appendix 2.
b. Additional Cost to accommodate Public Works Transportation
c. Additional Cost to accommodate General Services & Greenhouse
d. Additional Cost to accommodate Park & Recreations
e. Base Bid + Combination of any of the b, c & d as requested by the County

A general presentation of the anticipated minimum / maximum requirements of the facility is listed below:

2.1 **Office Core:**

2.1.1 The office facility shall be 33,000 to 40,000 sq ft. The office core will be primarily occupied by Water Services Division and Finance Department may be shared by the following divisions:

- Public Works Transportation Division
- General Services & Greenhouse
- Park & Recreation Department

2.1.2 As determined at the 30% design stage the office core shall provide the following:

2.1.2.1 Provide a common Training Facility
2.1.2.2 Provide restroom/locker room services.
2.1.2.3 Provide locker areas in restrooms.
2.1.2.4 Provide a break room.
2.1.2.5 Provide a large Conference Room that can be divided / partitioned into two smaller rooms, as needed.
2.1.2.6 Provide a room for Telemetry for Water Group with appropriate computer and communications connections.
2.1.2.7 Provide offices and cubicle workstations for the all groups as required
2.1.2.8 Provide a Copy and Supply Room for each group.
2.1.2.9 Provide a File Room with sliding doors for each group.
2.1.2.10 Provide computer and communications connections throughout facility.
2.1.2.11 Provide elevator and stairs as required by codes.
2.1.2.12 Provide auxiliary spaces (Reception, Telephone/Electrical Room, Janitor, Mechanical, Coat Room, etc.) as required.

2.2 **Warehouse Core:**

2.2.1 The Warehouse shall be 35,000 to 50,000 sq ft. The Warehouse will be primarily occupied by Water Services Division and Finance Department may be shared by the following divisions:

- Public Works Transportation Division
- General Services & Greenhouse
- Park & Recreation Department

2.2.2 As determined at the 30% design stage the Warehouse shall provide the following:

2..2.1 Caged storage area shall be provided on two sides.
2..2.2 Provide mezzanine storage around certain perimeter walls over caged storage and warehouse office area.
2..2.3 Provide offices (Inventory, Parts & Supplies, and Part Manager). Include cubicle workstations (Supply Clerk and Inventory Clerk) in Parts and Supplies area.
2..2.4 Warehouse space shall be clear span, with a minimum clear inside height of 24 feet.
2..2.5 Provide double-swing bumper entrance doors for forklift entry and exit.
2..2.6 Provide a 16 feet wide overhead ceiling doors.
2..2.7 Provide steel rack storage around inside perimeters of a warehouse.

3. **Maintenance Shop**:
The maintenance shop will be approximately 8,300 sq ft facility and will include the following elements: (see Maintenance Shop / Garage Needs details in appendix 2)

a. Five (5) Maintenance Bays.
b. Parts / Tire Storage Area.
c. Machine Area.
d. Outside Car / Truck Wash Bay (covered)

4. **General Design Requirements:**

4.1 The building is to be a pre-engineered metal building and shall be similar in design to SFMOC facility in South Fulton.
4.2 All work on this project shall be performed under the guidelines of the presently recognized codes and ordinances (IBC, SBC, FEMA, Life Safety, ADA, Fulton County Tree Protection, etc.), as required by the local permitting agency.
4.3 The Consultant shall prepare design documents suitable for the bidding and construction of the project.

5 **Deliverables:**

Deliverables include:
5.1 Draft Project Management Plan
5.2 Final Project Management Plan and Basis of Design submittal
5.3 30% Design submittal including various cost estimates in accordance with details provided in item 2 (Operations & Maintenance Building) above. The 30% submittal also includes Building Program and Needs Review and presentation of different design options / estimates to the County in a meeting at the County's office.

5.4 60%, 90% & 100% Design submittal for County's acceptance.
5.5 The A/E Consultant shall obtain on County's behalf all required permits from all concerned departments and agencies.

The County shall provide the various commercial terms and conditions governing the bidding, award and administration for the construction contract(s). The Consultant will prepare contract documents to include:

5.6 Invitation to Bid
5.7 Instructions to Bidders
5.8 Bid and Contract Forms, including Bid, Performance and/or Payment Bonds specified by the County
5.9 General and Supplemental Conditions
5.10 Prepare Technical Specifications (in general conformance with the sixteen divisions format of the Construction Specifications Institute) and Contract Drawings which show and otherwise set forth the scope, extent, character and requirements for the facilities to be constructed.
5.11 Obtain record information from the known owners of underground utilities regarding the location of existing underground utilities I the proposed project area.

6 Bidding Phase Services:

The Consultant shall assist the County during the bidding phase of the project by providing the following services:

6.1 Provide up to five (5) sets of conformed, approved contract documents (plans and specifications) to the County.
6.2 Distribute copies of contract documents to prospective bidders, suppliers, and other appropriate parties (Contractor purchased).
6.3 Maintain a list of Plan Holders.
6.4 Participate in a pre-bid meeting for the contract and a pre-construction conference for each contract.
6.5 Provide technical information to the County required for issuing Addenda as appropriate to clarify, correct or modify the Contract Documents.

7 Services During Construction:

The A/E Consultant shall provide the following construction administration services, which are separate from resident observation services and other construction phase field services, if any are to be provided. These services generally consist of the following tasks:

7.1 Review shop drawings for compliance with the design concept and requirements of the project contract documents; such data to be recommended for review, rejected, or distributed for information.
7.2 Provide replies / answers to contractor's generated RFIs and submittals.
7.3 Provide record drawings of the completed construction project.

8. Services provided by the County:

8.1 The County shall provide the various commercial terms and conditions governing the bidding, award and administration of the Construction Contract(s) consisting of Division O and Division 1 of the standard sixteen divisions of the Construction Specifications Institute (CSI) format.

8.2 The Fulton County Department of Public Works will provide marked up or written comments and responses to all submittals within two weeks of receipt of submittals. Consultant should anticipate continuing effort towards completion during the comment response period.

8.3 The County will furnish topographic and boundary survey information in digital formats and Autocad, dated 2002.

8.4 The County will furnish a report of geotechnical exploration of the site, dated 11/1997.

Appendix 2
Building Program and Needs Assessments

North Fulton Maintenance and Operations Facility Building Program - BASE BID (WSD + Finance)

Functional Needs

General

The Base Bid (WSD + Finance) facility shall accommodate following two departments:

- Public Works Water Services
- Finance

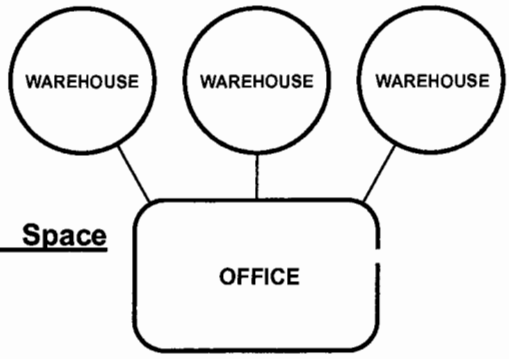
Work shall be performed under guidelines of all local codes and ordinances presently in effect (International Building and Fire Codes, ADA, FEMA, Life Safety, Fulton County Tree Protection, etc.).

The building is to be a pre-engineered metal building structurally with enough exterior design leeway permitted so as to pose no problems of architectural etiquette for the surrounding area. Owner has expressed SFMOC to be similar to his expectations.

Building Layout

The building will be arranged to optimize operational efficiency. Common areas will be used as much as practicable when no functional requirement exists between separate divisions (e.g. Different divisions/ departments may share a conference room / training room). Also spaces should serve more than one function wherever possible (e.g. Reception/Dispatch and Break Room/Assembly).

The facility shall be arranged with the office building functions centrally located, and in front of the warehouse/maintenance functions which are required by the various divisions spatially represented thusly:



Basic Space Requirements (WSD + Finance)

Interior Office Areas

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Reception / Dispatch	1 / 2	225 / 225	675
Offices	2 / 2	230 /290	1040
Offices	35	150	5250
Open Plan Offices	60	100	6000
Large Conference (can be divided)	1	350	350
Minor Conference	1	200	200
Conference / Training for 30	1	800	800
Break Rm. / Assembly for 45	1	800	800
Lockers / Showers / Restrooms			
Men (102 lockers)	1	1600	1600
Women (29 lockers)	1	750	750
Restrooms-Office Personnel+Guest	1	600	600
Copy / Supply	8	200	1600
Computer Servers (44 LAN conn.)	1	134	134
Telephone (104 lines) / Electrical	1	200	200
Mechanical	1	350	350
Janitor	1	70	70
Common Work Areas	4	Vary	6000
Telemetry	1	100	100
Water Quality Laboratory	1	2674	2674
Subtotal For Interior Office Areas (not including circulation)			**29,193**

Ancillary Spaces

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Meter Testing Area	1	600	600
Transportation Waiting Area	1	300	300
Electronic Technician	1	224	224
Small Engine Repair	1	500	500
Subtotal For Industrial Interior Spaces (not including circulation)			**1,624**

Warehouse

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Offices	1 / 3	224 / 120	600
Heated / Secured Storage	3 Areas	Vary	30000
Covered Storage (Inside)	1	5000	5000
Outdoor Area (Covered)	3 Areas	Vary	5000
Open Storage (Outside)	4 Areas	Vary	45000
Subtotal For Warehouse (not including Open outside & Outdoor covered)			**35,600**

Maintenance Shop

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Maintenance Bays	5	1000	5000
Parts / Tires Storage	1	1100	1100
Machine Area	1	1000	1000
Outside Car / Truck Wash Bay (Covered)	1	1200	1200
Subtotal For General Services Maintenance Shop			**8,300**

Parking Requirements

Vehicle Description	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Tractor Trailers	2	840	1680
County Vehicles (enclosed)	10	320	3200
Oversized Parking (covered)	40	600	24000
Employee Parking (covered)	101	320	32320

North Fulton Maintenance and Operations Facility Building Program (Base Bid + All Optional Stakeholders)

Functional Needs

General

The facility shall accommodate four departments:

- Public Works Water Services / Transportation
- General Service & Greenhouse
- Parks & Recreation
- Finance

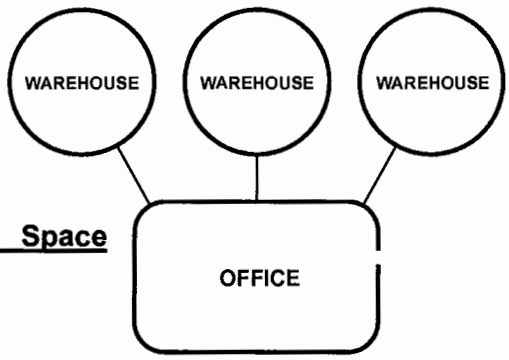
Work shall be performed under guidelines of all local codes and ordinances presently in effect (International Building and Fire Codes, ADA, FEMA, Life Safety, Fulton County Tree Protection, etc.).

The building is to be a pre-engineered metal building structurally with enough exterior design leeway permitted so as to pose no problems of architectural etiquette for the surrounding area. Owner has expressed SFMOC to be similar to his expectations.

Building Layout

The building will be arranged to optimize operational efficiency. Common areas will be used as much as practicable when no functional requirement exists between separate divisions (e.g. Different divisions/ departments may share a conference room / training room). Also spaces should serve more than one function wherever possible (e.g. Reception/Dispatch and Break Room/Assembly).

The facility shall be arranged with the office building functions centrally located, and in front of the warehouse/maintenance functions which are required by the various divisions spatially represented thusly:



Basic Space Requirements (Base Bid + All Optional Stakeholders)

Interior Office Areas

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Reception / Dispatch	1 / 2	225 / 225	675
Offices	2 / 2	230 /290	1040
Offices	44	150	6600
Open Plan Offices	67	100	6700
Large Conference (can be divided)	1	350	350
Minor Conference	1	200	200
Conference / Training for 30	1	800	800
Break Rm. / Assembly for 45	1	800	800
Lockers / Showers / Restrooms			
Men (102 lockers)	1	1600	1600
Women (29 lockers)	1	750	750
Restrooms-Office Personnel+Guest	1	600	600
Copy / Supply	8	200	1600
Computer Servers (44 LAN conn.)	1	134	134
Telephone (104 lines) / Electrical	1	200	200
Mechanical	1	350	350
Janitor	1	70	70
Common Work Areas	6	Vary	10025
Telemetry	1	100	100
Water Quality Laboratory	1	2674	2674
Subtotal For Interior Office Areas (not including circulation)			**35,268**

Ancillary Spaces

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Meter Testing Area	1	600	600
Transportation Waiting Area	1	300	300
Electronic Technician	1	224	224
Small Engine Repair	1	500	500
Greenhouse Storage	1	750	750
Subtotal For Industrial Interior Spaces (not including circulation)			**2,400**

Warehouse

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Offices	1 / 3	224 / 120	600
Heated / Secured Storage	6 Areas	Vary	44,500
Covered Storage (Inside)	1	5000	5000
Outdoor Area (Covered)	3 Areas	Vary	10500
Open Storage (Outside)	4 Areas	Vary	185,500
Subtotal For Warehouse (not including Open outside & Outdoor covered)			**50,100**

Maintenance Shop

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Maintenance Bays	5	1000	5000
Parts / Tires Storage	1	1100	1100
Machine Area	1	1000	1000
Outside Car / Truck Wash Bay (Covered)	1	1200	1200
Subtotal For General Services Maintenance Shop			**8,300**

Additional Exterior Spaces

Room / Area	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Dyna Houses (Greenhouses)	4	600	2400
Plant Staging & Outdoor Work	1	1500	1500

Parking Requirements

Vehicle Description	No. Required	Each (sq. ft.)	Total Area Required (sq. ft.)
Tractor Trailers	2	840	1680
County Vehicles (not enclosed)	52	320	16640
County Vehicles (enclosed)	25	320	8000
Oversized Parking (covered)	88	600	52800
Employee Parking (covered)	101	320	32320

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Area Description	Unit	Park & Recreation	General Services		Finance Dept.	Public Works Transportation	Public Works Water Services				Comments
		North Park Service center	CMF North Satellite	GreenHouse	Meter Reading		Technical Services	Water Protection		System Maintenance	
								General	Water Quality LAB		
Office Personnel Requirements											
Number of Office Personnel	EA	7	0		10	9	6	20	17	127	
Number requiring private office	EA	3	0		5	6	6	6	5	12	
Number requiring cubical	EA	4			5	3	N/A	18	3	19	
Required size of private office	SF	12' x 15'			12' x 10'	10' x 10'	10' x 12'	11' x 12'	2 (11'x12') inside lab 3 (11'x12') outside lab -- Lab area reqd 2500 sq ft (not including offices)	(2) 16' x 18' (2) 14' x 16' (8) 10' x 12'	

Required size of cubical	SF	8' x 8'			6' x 8'	10' x 10'	N/A	10' x 10'	10'x10'	(11) 10' x 10' (Administration) 8 crew rooms (10' x 10') with 6 work stations (1) reception area (1) Dispatcher office 10' x 12'	
Number of telephone lines	EA	9			5	5	6	24	15	30	
Number of network connections	EA	7			20	15	6	24	14	70	
Conference Rooms	EA	1			1	1	0	1		2	
Typical number of people utilizing conference room	EA	12			20-25	15	0	10-20	14		
Estimated number of meetings per week	EA	1			1-2	1	0	3-4	1		
Other Requirements	EA						N/A	N/A	1. Two of the private offices will inside the Lab 2. Offices and cubicles must be adjacent to lab	20' x 24' sq. ft. Digital Projector and Retractable Screen Document Center with copiers, printers, fax machines and scanners, etc. File room with	

										10 lateral files	
Subtotal for Office Personnel Requirements	**EA**										
Office Furnishing Requirements						Standard				Standard	
Desk	**EA**	Yes			Yes			6	For office: 5 Desks, 5 bookcases, 11 chairs, 12 (3 drawer file cabinets) For a Cubical: 3 Desks, 6 chairs, 3 file cabinets, 1- 5 drawer & 2 - 3 drawer	14' x 16' or 16' x 18' office - desk, desk chair, computer credenza, file credenza bookcase, round work table, 4 side chairs 10' x 12 office - compute work station or desk, desk chair, file drawer, bookcase, 2 side chairs Cubile - modular computer workstation, desk chair, overhead file storage, 1 guest chair	
Primary Chair	**EA**	Yes			Yes			6			

Visitor Chair	**EA**	Yes (2)									
Bookshelf	**EA**										
Filing Cabinet	**EA**				Yes			12			
Computer Station	**EA**										
2 Drawer Lateral File	**EA**										
Cubical Furinishing Requirements	**EA**					Standard					
Desk	**EA**				Yes			18			
Primary Chair	**EA**				Yes			18			
Visitor Chair	**EA**										
Bookshelf	**EA**										
Filing Cabinet	**EA**				Yes			36			
Computer Station	**EA**										
2 Drawer Lateral File	**EA**										
Subtotal for Office/Cubical Furnishing Requirements	**EA**							Electircal outlets, space for field equipment storage cabinets, and general space for file cabinets containing program records.		Ancillary Space: (1) Meter testing area - 480 sq. ft.^{2} with a 10' x 10' office, all air conditioned (1) Shop area for Electronic Tech - 224 ft.^{2}, air conditioned (1) Small engine repari shop - 400 ft.^{2} total with 10' x 10' office, office only to be air conditioned	
Field Personnel Requirements							N/A				
Number of	**EA**	12	4	4	15	70	N/A	6	3		

Field Personnel											
Required size of common work area	**SF**	30' x 40'		100' x 60'	24" x 24"	150 sq. ft	N/A	1200 sq. ft.	576 sq ft		
Number of telephone lines (Office/Field Office)	**EA**			3		2					
Number of network connections	**EA**			3		5					
Number of personnel using locker room facilities	**EA**	12	4	4	15	70	N/A	6	12		
Other Requirements	**EA**	Copy/fax machines, computers/printers, type writer and bulletin/display areas. Storage rooms for specialized tools; heated storage for paint and weather sensitive items.	* Minimum site area 2.5 A.C. * Bulding area 7,000 sq. ft * Employee offices 300 sq. ft * Bathrooms 400 sq. ft * Breakrooms 300 sq.ft * Utility room 100 sq.ft * Secure indoor storage 1,100 sf * Parking for two (2) tractor trailers			3 Offices (14 x 14) for Manager/Sr. Supervisors 7 cubicles for Filed Supervisors					

			* Rolling stock parking 200 sq. ft * 100 ft clerarance in front and at rear of building * 50 ft clearance on side of building for a wash bay and access to tractor trailers								
Subtotal for Field Personnel Requirements	**EA**										
County Vehicle Requirements											
County Vehicles stored on-site	**EA**	14	2 Tractor Trailers	8		10	6	14	5		
County Vehicles requiring enclosed storage	**EA**	7 (fenced area)				10	0			8	
Oversized vehicles (requiring more than one parking space.	**EA**	4				50	0				
Shop Areas/Vehicle	**SF**	30' x 50'	100'x70' (see needs								

Maintenance			form for details)								
Other Vehicle Requirements	**EA**	Vehicles to be stored: Skid leader, chipper, forlift, scissor lift, 10 various size trailers, mobile stage, turf maint. Equipmenet, tractors, back hoe athletic field maint. Equipment.			(20) standard, covered parking spots for pick-up trucks, etc. for nose parking	N/A				(8) Enclosed storage spaces for vehicles that need winter protection such as Vapors, (34) oversized, covered, vehicle spaces for pul-through vehicles with trailers, etc. (76) standard, covered parking spots for pick-up trucks, etc. for nose parking (1) Car/truck wash	
Subtotal for County Vehicles	**EA**										
Warehouse/Exterior Storage											
Type of material to be stored	**EA**	Items needed for daily operations to park facilities (i.e. lumber, fence hardware, hand tools, etc.)		Staging area for plants and out door work area (1,500 sq. ft)	Meter reading field equipment (i.e. shovels and meter reading sticks, etc.)	Salt, Sealant, and Cement		Chemicals (concentrated acids and bases; eg. Concentrated Nitric Acid and Sodium Hydroxide)		Office Space within warehouse (1) 14'x16' office (3) 10'x12' office	
Amount of storage space required (sq ft.)	**SF**	13,500 sq ft.		750 sq. ft	240 sq. ft.			2500 sq. ft.		25,000 sq. ft	
Aggregate Storage (yes or no)	**SF**	Yes				Yes				Yes	

Amount of Exterior storage space required (sq. ft.)	**SF**	57,000 sq ft				Yes		1000 sq. ft.		40,000 Sq ft	
Other Storage Requirements	**EA**	Storage Barn: 40' x 71' (has 4826 sq ft. of storage space) Open/Covered Storage: Three bldgs. of different sizes with 4808 sq ft. of storage. Other material storage: feterlizers, straw, athletic field maint. Supplies, etc.		4 Dyna Houses totaling 2,400 sq. ft (green houses)		Bricks, Pipe, Millings, Gravel, Sand, Rip-Rap, Crusher-Run, and Earth. Misc. Maint/Const. Equipment: Mowers, Fork Lifts, Bobcats, Jack Hammers, Chain Saws, Concrete Mixers, Pipe Saws, and Survey Equipment				(3) enclosed 12' x 12' storage areas with bin shelving, inside W/H, along outside wall with separate, secure, exterior access doors. (1) 48' x 72' caged and covered outside storage area (1) 40,000 ft.^{2}, concrete paved, uncovered, matarial storage area (6) material storage bins for aggregate, etc. (1) 20' x 100' covered shed for large fittings, pine straw, whet straw,etc.	
Subtotal for Exterior											

AREA DESCRIPTION	TOTALS
Number of Office Personnel	
Number requiring private office	
Number requiring cubical	
Required size of private office	
Required size of cubical	
Number of telephone lines	
Number of network connections	
Conference Rooms	
Typical number of people utilizing conference room	
Estimated number of meetings per week	

Other Requirements	
Subtotal for Office Personnel Requirements	
Office Furnishing Requirements	
Desk	
Primary Chair	
Visitor Chair	
Bookshelf	
Filing Cabinet	
Computer Station	
2 Drawer Lateral File	
Cubical Furinishing Requirements	
Desk	

Primary Chair	
Visitor Chair	
Bookshelf	
Filing Cabinet	
Computer Station	
2 Drawer Lateral File	
Subtotal for Office/Cubical Furnishing Requirements	
Field Personnel Requirements	
Number of Field Personnel	
Required size of common work area	
Number of telephone lines (Office/Field Office)	
Number of network connections	

Number of personnel using locker room facilities	
Other Requirements	
Subtotal for Field Personnel Requirements	
County Vehicle Requirements	
County Vehicles stored on-site	
County Vehicles requiring enclosed storage	
Oversized vehicles (requiring more than one parking space.	
Shop Areas/Vehicle Maintenance	
Other Vehicle Requirements	
Subtotal for County Vehicles	
Warehouse/Exterior Storage	
Type of material to be stored	

Amount of storage space required (sq ft.)	
Aggregate Storage (yes or no)	
Amount of Exterior storage space required (sq. ft.)	
Other Storage Requirements	
Subtotal for Exterior	

NFMOC

NEEDS ASSESSMENT FORMS

1. Public Works- Water Services Division:

    I. System Maintenance

    II. Technical Services

    III. Water Protection

2. Public Works – Transportation Division

3. Finance Department - Meter Reading

4. Parks & Recreation

5. General Services

    I. CMF – North Satellite
    II. Greenhouse

Public Works- Water Services Division

System Maintenance

FULTON COUNTY

INTER-OFFICE MEMORANDUM

TO: Chris Browning, Deputy Director, System Maintenance

FROM: F. Keith Laguaite, P.E., Engineer III

DATE: August 24, 2004

SUBJECT: North Fulton Maintenance and Operations Center

Total estimated staff – 127

I. Office Space

1. Water
   (2) 16' x 18' office
   (1) 14' x 16' office
   (2) 10' x 12' office
   (3) crew rooms each consisting of a 10' x 10' cubicle and 8 workstations

2. Sewer
   (1) 14' x 16' office
   (3) 10' x 12' office
   (2) crew rooms each consisting of a 10' x 10' cubicle and 8 workstations

3. Storm water / Utility Construction
   (2) 10' x 12' office
   (1) crew room consisting of a 10' x 10' cubicle and 6 workstations

4. Environmental Compliance
   (2) 10' x 12' office

5. Office space within warehouse
   (1) 14' x 16' office
   (1) 10' x 12' office
   (1) 10' x 12' office (will be a shared office)

5. Administrative (AA1 or AA2)
   (11) 10' x 10' cubicles

6. Dispatcher
   (1) 10' x 12' office

7. Reception area
   (1) reception area

8. Document center
   (1) area sufficient for copiers, printers, faxes, scanners, etc.

9. File room
   (1) file room sufficient for 10 lateral files

II. Standard office furniture

14' x 16' or 16' x 18' office – desk, desk chair, computer credenza, file credenza, bookcase, round work table, 4 side chairs

10' x 12' office – computer workstation or desk, desk chair, file drawer, bookcase, 2 side chairs

cubicle – modular computer workstation, desk chair, overhead file storage, 1 guest chair

III. Ancillary Space

1. (1) Meter testing area – 480 ft^2 with a 10' x 10' office, all air conditioned
2. (1) Shop area for Electronic Tech – 224 ft^2, air conditioned
3. (1) Small engine repair shop – 400 ft^2 total with 10' x 10' office, office only to be air conditioned

IV. Storage

1. (1) Warehouse – 25,000 ft^2
2. (3) enclosed 12' x 12' storage areas with bin shelving, inside W/H, along outside wall with separate, secure, exterior access doors.
3. (1) 48' x 72' caged and covered outside storage area
4. (1) 40,000 ft^2 , concrete paved, uncovered, material storage area
5. (6) material storage bins for aggregate, etc.
6. (1) 20' x 100' covered shed for large fittings, pine straw, wheat straw, etc.

V. Parking/Vehicle Storage

1. (8) enclosed storage spaces for vehicles that need winter protection such as Vactors
2. (34) oversized, covered, vehicle spaces for pull-through vehicles with trailers, etc.
3. (74) standard, covered parking spots for pick-up trucks, etc. for nose to nose parking

Public Works- Water Services Division

Technical Services

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division Technical Service, Water Services

Contact Person: Kun Suwanarpa Phone # 404-266-0115

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1. Number of Office personnel 6 Number requiring private office 6
Number requiring cubical N/A

Required size of private office: **10 ft** X **12 ft** required size of cubical **N/A** X_____

Furnishing Requirements:
Office: **Desk, primary chair, visitor chair, bookshelf, filing cabinet**

Cubical **N/A**

Other requirements:

_____

_____

2. Number of Field personnel: ____Required size of common work area ____X____

Number of personnel using locker room facilities _____
Other requirements:

_____

_____

3. County vehicles stored on-site **6**, Vehicles requiring enclosed storage _____
Oversized vehicles (requiring more than one parking space) _____
Other vehicle requirements:

_____

_____

4. Warehouse Material Storage needs:
Type of material:

_____

Anticipated square foot of warehouse space: _____

Other material storage needs:

_____

_____

Number of telephone lines 6 Number of network connections 6

5. Conference Rooms:
Typical number of people from your area who would be in a meeting:_____
Estimated number of meetings a week requiring use of conference room _____

6. Exterior Storage:
Type of material

_____

Amount of space, square feet _____

7. Aggregate Storage __yes or no
Type and amount that will be per week_____

_____

8. Shop Areas/Vehicle Maintenance : _____X _____

Public Works- Water Services Division

Water Protection

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division: ~~Commercial Pretreatment/Water Services~~ WATER PROTECTION

Contact Person: David Cross Phone # (770) 640-3061 x111

1.Number of Office personnel 20 Number requiring private office 6

Number requiring cubical 18

Required size of private office: 11'X 12' required size of cubical 10'x10'

Furnishing Requirements:
Office: 6 desks, 6 chairs, 12 file cabinets

Cubical: 18 desks, 18 chairs, 36 file cabinets

Other requirements: Electrical outlets, space for field equipment storage cabinets.

General space for file cabinets containing program records

2. Number of Field personnel: 6 Required size of common work area 1200 sq. ft.

Number of personnel using locker room facilities 6
Other requirements:

3. County vehicles stored on-site 14 , Vehicles requiring enclosed storage _____
Oversized vehicles (requiring more than one parking space) _____
Other vehicle requirements:

4. Warehouse Material Storage needs:
Type of material:
Chemicals (concentrated acids and bases; eg. concentrated Nitric Acid and Sodium Hydroxide)

Anticipated square foot of warehouse space: 2500 sq. ft.

Other material storage needs:

_____

_____

Number of telephone lines 24 Number of network connections 24

5. Conference Rooms:
Typical number of people from your area who would be in a meeting: 10-20
Estimated number of meetings a week requiring use of conference room: 3-4

6. Exterior Storage:
Type of material 1000 SQ. FT.

_____

Amount of space, square feet _____

7. Aggregate Storage __yes or no
Type and amount that will be per week_____

_____

8. Shop Areas/Vehicle Maintenance : _____X _____

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division LAB. SECTION -- WATER ~~SERVICES~~ PROTECTION

Contact Person: MARIE BAH Phone # 678-284-3208 or
Cell Phone # 404-245-9695

THIS INCLUDES SIX PERSONS LOCATED IN THE LAB.

1. Number of Office personnel 17 Number requiring private office 5 (2 in Lab.)*
Number requiring cubical 3 *

Required size of private office: 11 X 12 required size of cubical 10 X 10

Furnishing Requirements:
Office: 5 desks, 5 bookcases, 11 chairs, 12-(3 drawer file cabinets)

Cubical 3 desks, 6 chairs, 3 file cabinets (1-5 drawer, 2-3 drawer)

Other requirements:
Electrical outlets, place to hang coat in offices and cubicles
* Offices and cubicals must be adjacent to lab.

2. Number of Field personnel: 3 Required size of common work area 24 X 24

Number of personnel using locker room facilities 12
Other requirements:

3. County vehicles stored on-site 5 , Vehicles requiring enclosed storage -
Oversized vehicles (requiring more than one parking space) -
Other vehicle requirements:

4. Warehouse Material Storage needs:
Type of material:
N/A

Anticipated square foot of warehouse space:

Other material storage needs: N/A

Number of telephone lines __15___ Number of network connections _14

5. Conference Rooms:
Typical number of people from your area who would be in a meeting:__14
Estimated number of meetings a week requiring use of conference room _1

6. Exterior Storage:
Type of material N/A

Amount of space, square feet ___-____

7. Aggregate Storage __yes or no
Type and amount that will be per week ___N/A

8. Shop Areas/Vehicle Maintenance: _____X _____

9. An Environmental Laboratory needs to be added with 2500 square feet of space. This space does not include the space for the 2 offices.

Public Works

Transportation Division

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division PUBLIC WORKS - TRANSPORTATION

Contact Person: RICHARD COATES Phone # 4/730-7468

1. Number of Office personnel 9 Number requiring private office 6
Number requiring cubical 3

Required size of private office: 10 X 10 required size of cubical 10 X 10

Furnishing Requirements:
Office: STANDARD

Cubical STANDARD

Other requirements:

2. Number of Field personnel: 70 Required size of common work area 150 SF X

Number of personnel using locker room facilities 70
Other requirements:
3 OFFICE (14X14 ~~10X10~~) FOR MANAGER SR. SUPV.'S 3
7 CUBES FOR FIELD SUPV.'S 7

3. County vehicles stored on-site 10, Vehicles requiring enclosed storage 10
Oversized vehicles (requiring more than one parking space) 50
Other vehicle requirements:

4. Warehouse Material Storage needs:
Type of material:
~~SAND, GRAVEL~~, SALT, ~~RIP RAP, CRUSHER RUN~~ SEALANT, CEMENT

Anticipated square foot of warehouse space:

Other material storage needs:

Number of telephone lines 5 Number of network connections 20

5. Conference Rooms:
Typical number of people from your area who would be in a meeting: 15
Estimated number of meetings a week requiring use of conference room 1

6. Exterior Storage: BRICKS, PIPE, MILLINGS
Type of material GRAVEL, SAND, RIP-RAP, CRUSHER-RUN, EARTH
Amount of space, square feet _____

7. Aggregate Storage (yes) or no
Type and amount that will be per week _____

8. Shop Areas/Vehicle Maintenance : _____X_____

MISC. MAINT. & CONST. EQUIPMENT:

- MOWERS
- FORK LIFTS
- BOBCATS
- JACK HAMMERS
- CHAIN SAWS
- CONCRETE MIXERS
- PIPE SAWS
- SURVEY EQUIPMENT

Finance Department

Meter Reading

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division _Finance Dept_____

Contact Person:__ _Doug Laurila_____

Phone #_770-360-8801_____

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1 .Number of Office personnel _10_____ Number requiring private office__5__ Number requiring cubical __5___

Required size of private office: 12_X_10__ required size of cubical _6__X__8___

Furnishing Requirements:
Office: desk, chair, file cabinets, shelving

Cubical desk, chair, file cabinets

Other requirements:

2. Number of Field personnel: _15___Required size of common work area 24__X__24__

Number of personnel using locker room facilities _15_____
Other requirements:
Personal lockers

3. County vehicles stored on-site _18____, Vehicles requiring enclosed storage _____
Oversized vehicles (requiring more than one parking space) _____
Other vehicle requirements:

4. Warehouse Material Storage needs:
Type of material:
Meter reading field equipment i.e shovels, meters reading sticks etc.

Anticipated square foot of warehouse space: 240

Other material storage needs:

Number of telephone lines _5_____ Number of network connections _20_____

5. Conference Rooms:
Typical number of people from your area who would be in a meeting:_20-25_____
Estimated number of meetings a week requiring use of conference room ___1-2____

6. Exterior Storage:
Type of material

Amount of space, square feet _____

7. Aggregate Storage __yes or no
Type and amount that will be per week_____

8. Shop Areas/Vehicle Maintenance : _____X _____

Parks & Recreation

DEVELOPMENT AND PUBLIC SAFETY AGENCY
INTEROFFICE MEMORANDUM

FULTON COUNTY

To: Jim Hutchens; Project Manager

From: Robert McCullough; Assistant director - Parks

Date: July 13, 2004

Subject: **NFMOC – North Fulton Maintenance Operations Facility**

The Fulton County Department of Parks and Recreation's North Park Services Center serves as the hub of the maintenance operation for the North Fulton County park facilities. This compound contains the management staff, vehicle repair staff, parks maintenance staff for unmanned sites, vehicles and equipment used in the daily maintenance of facilities. All supplies, materials and tools needed to maintain the parks are kept and stored at this site. The following is a description of the various amenities at the site.

North Park Service Center:
This building has 3059 square feet of space. It houses the management staff for the north division. There is a reception area and offices for seven management people. This staff directs and oversees the daily operation of the Parks Services division in North Fulton County. They greet the general public, answers telephones, maintains all attendance and leave records, personnel information, performance appraisals, manhours expended records, park expenditure records and various other files. File storage space is used for all operations. This management staff directs and supervises all maintenance personnel located at this site and stationed in other sites. This building has conference area suitable for 12 people. This site has nine maintenance staff personnel for daily activities in park facilities which do not have staff assigned on a permanent basis.

Heated/Secured Storage:
This site, the North Park Service Center, has storage available for items requiring climate control. This site also has a security system allowing storage for valuable supplies and equipment. The storage area for this site is 2500 square feet in rooms and attic space above offices.

Vehicle/Equipment Maintenance:
A separate garage building, 30' wide and 50' long, with 2 - 10' high roll up doors, is used to perform routine maintenance and preventive maintenance on all vehicles and equipment. Our division only sends major repair items to the Supply, Maintenance and Transportation Department for repairs. All lawn care equipment and athletic field maintenance equipment are repaired by our personnel. This building also has welders, cutting equipment, fabricating tools necessary for constructing various metal projects used in the parks.

Storage Barn:
A two story enclosed pole barn, 40' x 71', has 4826 square feet of storage space. This building has a concrete hallway, 20' wide, for temporary storage. This building has rooms where various plumbing supplies, electrical supplies, fence hardware, hand tools, playground repair parts, lumber, cleaning supplies, tables, chairs and miscellaneous other items needed for daily operations to park facilities are stored.

Open/Covered Storage:
There are three buildings of different sizes on the site, with 4808 square feet of storage space. These buildings contain fertilizers, straw, athletic field maintenance supplies, lawn care equipment and small equipment, which

are needed to be kept under cover and out of the weather.

Vehicle Parking/Open storage Yard:
The rear area of the North Park Service Center is an open gravel area of approximately 57,000 square feet of storage. This area is used for parking of vehicles and large equipment. It is also used for storage of bulk items such as sand, wood chips, mulch, trash containers, fencing materials, building materials, grills, picnic tables, steel products, equipment implements ands other items where weather is not a concern. Our division has a fleet of pick up trucks, vans, dump trucks, tractors, backhoe, skid loader, fork lift, scissor lift, brush chipper, lawn trailers, equipment trailers, lawn care equipment and athletic field maintenance equipment stored at this site.

In summary, the North Park Service Center has approximately 4 acres in this facility. All of this space is utilized; in fact another two acres could be used to relieve overcrowding. When all vehicles and equipment are parked at the site, you can hardly move through the site.

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division North Park Service Center

Contact Person: Robert McCullough/Terry Smith Phone # 770

1. Number of Office personnel 7 Number requiring private office 3
Number requiring cubical 4

Required size of private office: 12' X 15' required size of cubical 8' X 8'

Furnishing Requirements:
Office: Desk, computer station, 2 drawer lateral file, 2 side chairs, bookshelf

Cubical Desk/work area, file storage, computer station

Other requirements:
Copy machine, fax machine, computers, printers, type writer, bulletin/display areas

2. Number of Field personnel: 12 Required size of common work area 30' X 40'

Number of personnel using locker room facilities 12
Other requirements:
Storage rooms for specialized tools; heated storage for paint and weather sensitive items.

3. County vehicles stored on-site 14, Vehicles requiring enclosed storage 7 (fenced area)
Oversized vehicles (requiring more than one parking space) 4
Other vehicle requirements:
skid loader, chipper, forklift, scissor lift, 10 various size trailers, mobile stage, turf maint. equipment, tractors, backhoe athletic field maint. equipment

4. Warehouse Material Storage needs:
Type of material:
See cover letter

Anticipated square foot of warehouse space: 13,500 - see cover letter

Other material storage needs: See cover letter

Number of telephone lines 9 Number of network connections 7

5. Conference Rooms:
Typical number of people from your area who would be in a meeting: 12
Estimated number of meetings a week requiring use of conference room 1

6. Exterior Storage:
Type of material See Cover Letter
Amount of space, square feet 57,000

7. Aggregate Storage ✓ yes or no
Type and amount that will be per week Varies

8. Shop Areas/Vehicle Maintenance : 30' X 50'

General Services

CMF – North Satellite

&

Greenhouse

INTER-OFFICE MEMORANDUM

FULTON COUNTY

TO: Jim Hutchens, Sr. Project Manager, Parson PM Team

FROM: Carl Crass, Jr., Dep. Director, General Services Dept.

DATE: August 24, 2004

SUBJECT: **NFMOC—North Fulton Maintenance Operations Facility**

REFERENCE: T.K. Equels memo to et.al., dated July 6, 2004, same subject

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The attached information is provided as requested in above reference. Based on proposed General Services' reorganization, the maintenance facility referred to in earlier versions of the program is no longer required. Please notify me with the date, time and place of any follow-up meetings.

If you have any additional questions or comments, please contact me at (404) 224-3771.

CGC/cgc

Attachments

C: Tim Equels, Asst. Director, Public Works Dept.
Michael Katzin, Asst. Director, General Services Dept.
Dellia Collier, Asst. Director, General Services Dept.
Kirby Ragins, Acting Asst. Director, General Services Dept.
File

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division General Services Dept.

Contact Person: Carl Crass Phone # (4) 224-3771

CMF - North ~~[illegible]~~ Satellite

1. Number of Office personnel _____ Number requiring private office____
Number requiring cubical _____

Required size of private office: ___X___ required size of cubical ____X_____

Furnishing Requirements:
Office: _____

Cubical _____

Other requirements:

_____

_____

2. Number of Field personnel: 4 Required size of common work area ____X____

Number of personnel using locker room facilities 4
Other requirements:

_____

(See attached for program rqmt)

3. County vehicles stored on-site _____, Vehicles requiring enclosed storage _____
Oversized vehicles (requiring more than one parking space) _____
Other vehicle requirements:

_____

_____

4. Warehouse Material Storage needs:
Type of material:

_____

Anticipated square foot of warehouse space: _____

Other material storage needs:

_____

_____

Number of telephone lines _____ Number of network connections _____

5. Conference Rooms:
Typical number of people from your area who would be in a meeting:_____
Estimated number of meetings a week requiring use of conference room _____

6. Exterior Storage:
Type of material
_____

Amount of space, square feet _____

7. Aggregate Storage __yes or no
Type and amount that will be per week_____

_____

8. Shop Areas/Vehicle Maintenance : _____X _____

- Meeting room for 50 people
- Planning and review room
- Records room
- Laboratory for testing-meters up to 8" in size
- Storage room for office supplies
- Reception area

- Warehouse and indoor secure storage 10,000 SF
- Employee and visitor parking 70 and 10, respectively
- Rolling stock parking 20,000 SF
- Outdoor storage and laydown area 3 AC
- Truck wash area
- Stone, coal patch and spoils storage 2 AC

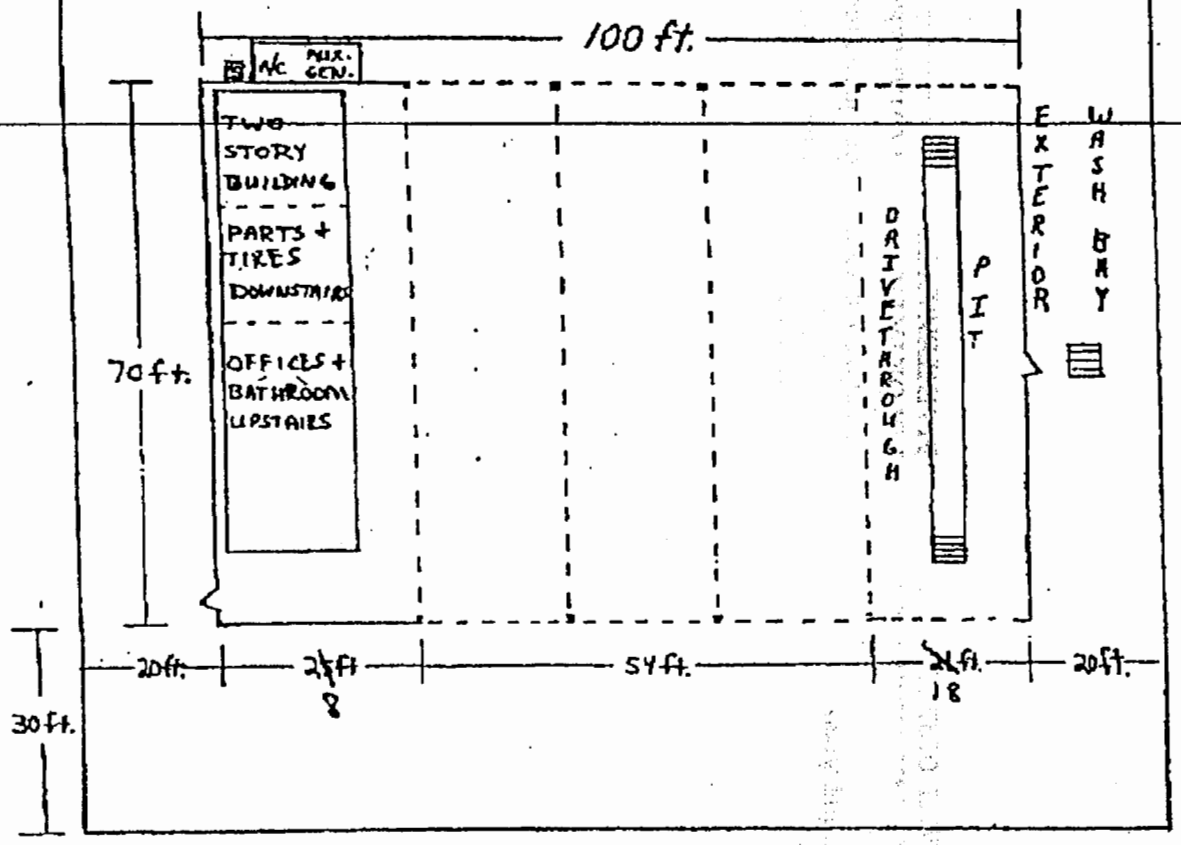
HEALTH AND COMMUNITY SERVICES CENTER: JOSEPH VIVONA, HEALTH DEPARTMENT ADMINISTRATOR

- Minimum site area 5 AC
- Building Area 60,000 SF
- Employee offices see attached A1, A2, and A3
- Employee and visitor parking 75 and 150, respectively
- A fenced/secured compound for two mobile units (120 ft. x 30 ft.)
- Play area adjacent to toddler activity room 4000 SF fenced and secured
- X-ray Lab
- Offices
- Pharmacy
- Storage
- 2 Waiting Areas

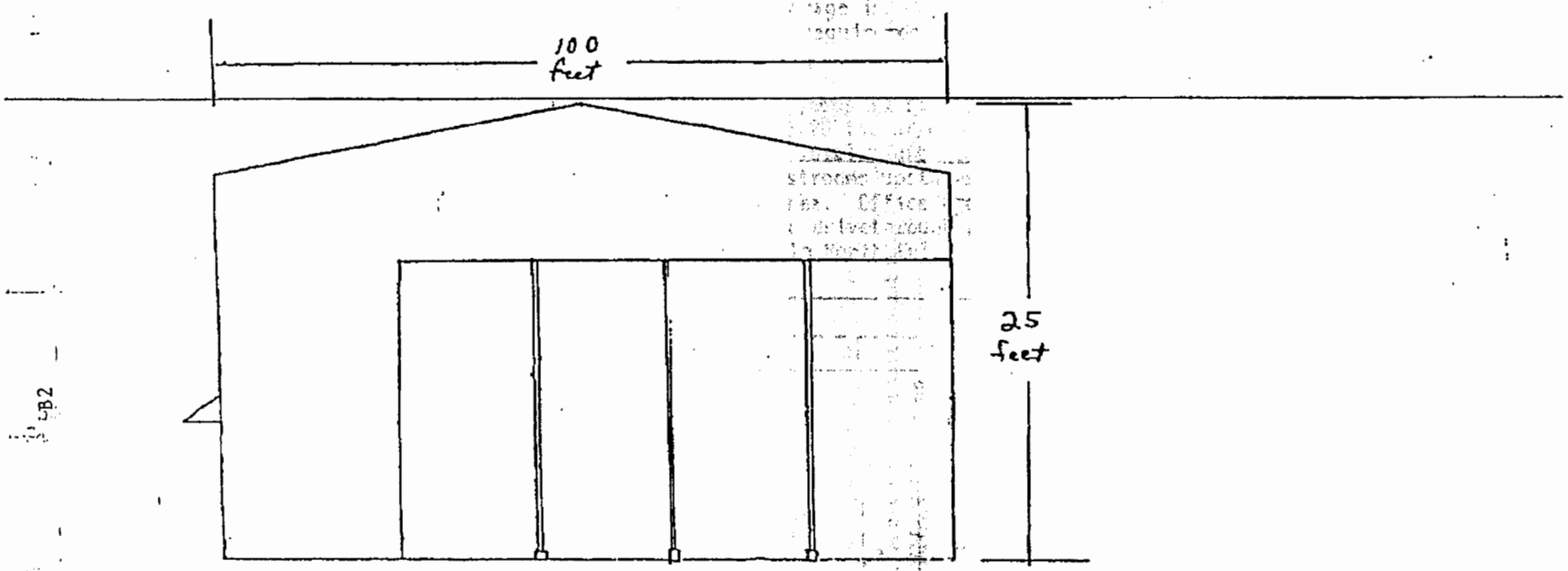
SUPPLY MAINTENANCE AND TRANSPORTATION: SAM CHAMBERS, ASSISTANT DIRECTOR OF FLEET MAINTENANCE

- Minimum site area 2.5 AC
- Building Area 7,000 SF
  - Employee offices 300 SF
  - Bathrooms 400 SF
  - Breakrooms 300 SF
  - Utility room 100 SF
  - Secure indoor storage 1100 SF
- Employee and customer parking 8 and 18 spaces, respectively
- Parking for two (2) tractor trailers
- Rolling stock parking 200 SF
- Need 100 Ft. clearance in front and at the rear of building to accommodate tractor trailers
- Need 50 Ft. clearance of the side of the building for a wash bay and access for tractor Trailers
- See attachment B1, B2, B3, B4, and B5 for clarification

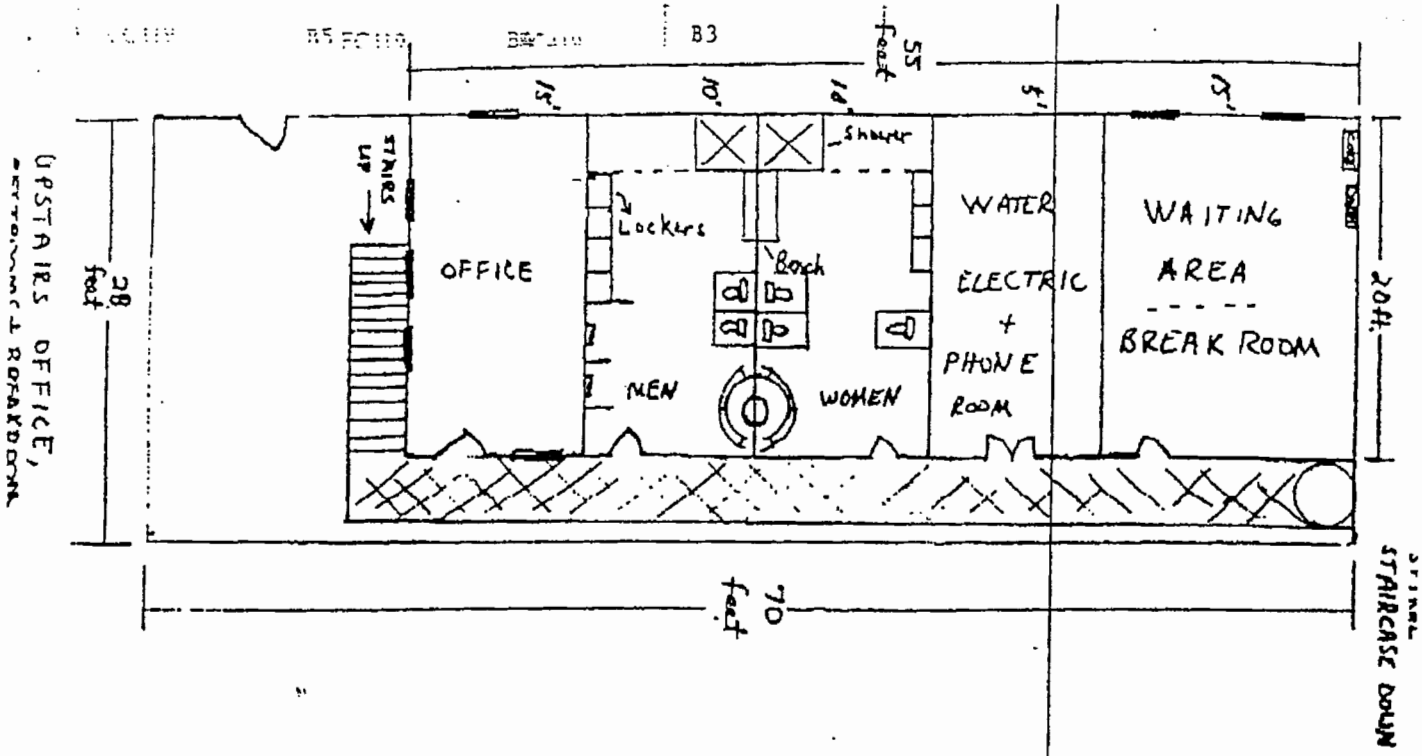
ALPHARETTA SHOP DESIGN

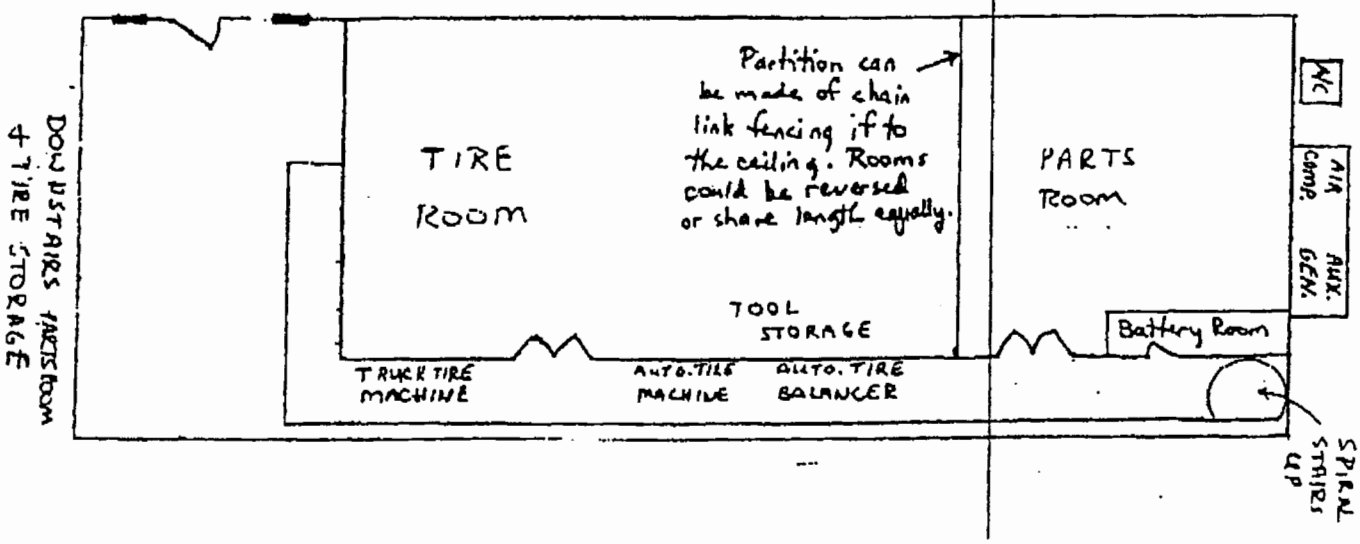


Building itself is 70 ft. x 100 ft. The building needs 30 ft. of poured concrete on both front and back. The sides of the building require 20 ft. of concrete each. On one side of the building needs to a wash bay with a sewer drain. Total poured concrete perimeter is 130 ft. x 140 ft. Prefer two story building to house offices and restrooms upstairs and parts and tires downstairs. Might be able to do with one story office/parts area. Office area is 20 ft. x 60 ft. Three service bays are 18 ft. wide. A fourth bay is an inground drivethrough pit bay. This design will service Public Works, Police, Fire and other departments in North Fulton for light (minor) repairs.



FRONTAL VIEW: Service door is located on left side of building as seen from the front. Prefer all bays to have drive through capability. Thus they would require garage doors on both front and back of building. Stalls are 18 ft. wide each with 14 ft. wide doors. If possible though, two 28 ft. wide doors would aid access to and from building. Garage doors are to be 16 ft. tall. As seen in other drawing offices and parts room are located are far left of building. They would be in a two story building. Last bay at right would be a drive thru pit and there would be an outside wash area outside the last pit bay. If four bay garage is not possible, a three bay garage is a minimum requirement and we would forgo the drivethru pit.


B3
55 feet
15'
10'
10'
5'
15'
Shower
STAIRS UP
Lockers
Bench
OFFICE
WATER
ELECTRIC
+
PHONE
ROOM
WAITING
AREA
BREAK ROOM
MEN
WOMEN
20 ft.
20 feet
70 feet
UPSTAIRS OFFICE,
SPIRAL STAIRCASE DOWN


TIRE
ROOM
Partition can be made of chain link fencing if to the ceiling. Rooms could be reversed or share length equally.
PARTS
ROOM
WC
AIR COMP.
AUX. GEN.
TOOL
STORAGE
Battery Room
TRUCK TIRE
MACHINE
AUTO. TIRE
MACHINE
AUTO. TIRE
BALANCER
DOWNSTAIRS PARTS ROOM
+ TIRE STORAGE
SPIRAL STAIRS UP

Satellite Garage Building Needs

1. Alarm system with sprinkler and fire protection
2. Roof vents to circulate fresh air
3. Reel service for motor oil, hydraulic oil, transmission fluid and grease at every bay. Reel services should be overhead for all bays. Pit should have an extra grease real supplied in pit itself.
4. Waste oil receptacle in pit and at two (2) other main shop areas.
5. Designers/Architects are asked to explore feasibility of utilizing a Waste Oil Furnace for shop heating purposes. A waste oil furnace is supposed to cleanly burn used oil.
6. Air conditioning for second floor offices, bathrooms and waiting area. Ventilation for first floor parts and tire room. Outside ventilation for battery room.
7. Air compressor to operate air tools and jacks. Air compressor must have at a minimum a 200 gallon tank. Possible air compressor might be an Ingersoll Rand T300.
8. Oil filter crushing machine.
9. Auxiliary generator adequate to operate garage in case of power outages during inclement weather.
10. Electrical outlets in every stall and inside building perimeter. Trouble light reels in every stall. Pit must be installed with explosion proof wall outlets.
11. Reel service supplying compressed air at every bay. Two (2) services per bay since bays are each 70 feet long.
12. Two (2) Electric Welder Outlets.
13. Outside vehicle wash bay w/wash water recycling and fire hydrant.
14. Emergency Eyewash station in battery room and two (2) additional stations strategically located in facility.
15. Separate Mens and Womens rest rooms with showers and lockers.
16. One (1) overhead I-beam 25 Ton crane to run the length and width of the building including the pit.
17. All bays to have hardened and reinforced concrete to accommodate heavy equipment in any stall.
18. Pit dimensions are 55 feet long by 52 inches deep. Pit opening should be 36 inches wide. Steps going down into pit on both ends should leave 45 feet of walking length once inside pit.
19. Phones in office and at critical points around shop to allow personnel to answer without having to run across shop. Phone system should have atleast two (2) lines - one (1) for computer modem and one (1) for business calls. Needed features are outbound call blocking on remote phones, outside ringer and paging from any phone.

20. Computer work station (desk and chair).
21. All service doors should have @ 1 foot square safety glass centered at approximately 5.5 ft. to avoid opening doors on people.
22. Windows in second floor office and waiting/breakroom to be shatterproof safety glass.
23. Floor drains in all bays to allow rinsing and to squeagy floors dry.
24. Drum pumps for liquid and grease products.
25. Engine Exhaust system to remove exhaust fumes from building.
26. Fuel Tank Monitoring system located in parts room.
27. Two (2) round 5 foot tables and ten (10) chairs for breakroom.
28. Two (2) office file cabinets one for supplies, one for files.
29. One (1) Coke and candy machine.

NEEDS ASSESSMENT FOR THE NORTH FULTON MAINTENANCE AND OPERATIONS CENTER

County Department or Division General Services Dept.

Contact Person: Carl Crass Phone # (4) 224-3771

Greenhouse

1. Number of Office personnel _____ Number requiring private office ____
Number requiring cubical _____

Required size of private office: ___X___ required size of cubical ____X_____

Furnishing Requirements:
Office: _____

Cubical _____

Other requirements:

_____

_____

2. Number of Field personnel: 4 Required size of common work area 100 X 60

Number of personnel using locker room facilities 4 (can be incorporated in restroom)
Other requirements:

_____

_____

3. County vehicles stored on-site 4, Vehicles requiring enclosed storage _____
Oversized vehicles (requiring more than one parking space) _____
Other vehicle requirements:

Parking for 8 POV/Co vehicles

_____

4. Warehouse Material Storage needs:
Type of material:

_____

Anticipated square foot of warehouse space: 750SF

Other material storage needs: 4 Dyna Houses totaling 2,400SF (Green houses)

Number of telephone lines 3 Number of network connections 3

5. Conference Rooms:
Typical number of people from your area who would be in a meeting:_____
Estimated number of meetings a week requiring use of conference room _____

6. Exterior Storage:
Type of material Staging area for plants & out door work area
Amount of space, square feet 1500 SF

7. Aggregate Storage __yes or no
Type and amount that will be per week_____

_____

8. Shop Areas/Vehicle Maintenance : _____X _____

Appendix 3 - Schedules

SCHEDULE:

The following are major milestones as a minimum are to be included as part of the schedule.

TASKS	TASK DESCRIPTION	DAYS AFTER NTP
PRELIMINARY DESIGN PHASE		
	Issue Notice to Proceed	
Task 1	Issue Draft Project Management Plan	15
Task 2	Issue Final Project management Plan & Basis of Design	10 days after receipt of comments
Task 3	Submit Building Program & Needs Review and Various Cost Estimates per SOW with Life Cycle Cost Analysis of the Alternatives	60
Task 4	Final/ Rivsed Building Program Review & Needs Assessments Submittal	90
Task 5	Conceptual Design Submittal & Presentation	105
DESIGN PHASE		
Task 6	60% Design and Specs Submittal & Presentation	135
Task 7	90% Design and Specs Submittal & Presentation	165
Task 10	100% Design and Specs Submittal	180
BIDDING PHASE SERVICES		
Task 11	Bidding Phase Services (see appendix 1 for details)	After Completion of Task 10
SERVICES DURING CONSTRUCTION		
Task 12	Service During Construction (see appendix 1 for details) & Project Completion Date (To be determined in contractor procurement but shall be within 24 months of issuance of A/E NTP)	After Completion of Task 11.
IMPORTANT NOTE: Allow 10 days for review for each submittal by Fulton County.		

Appendix 4 - References

Project References:

International Building codes as referenced http://www.dca.state.ga.us/economic/index.html

Report of Geotech Exploration/Law Engineering Nov 97

Design of the South Fulton Maintenance and Operations Center (SFMOC