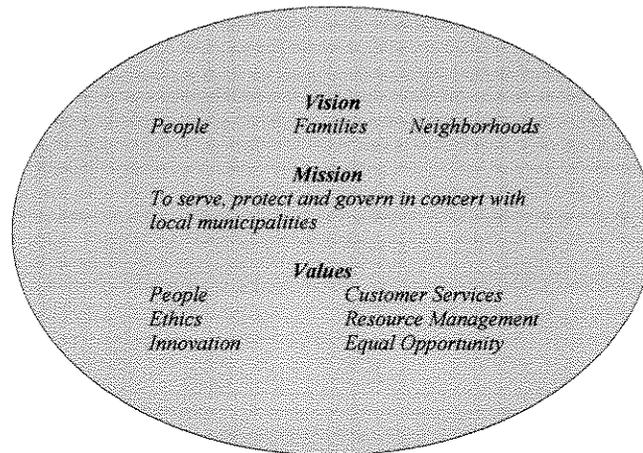


FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. RFP #06RFP49097K-JD
For
DESIGN AND ENGINEERING SERVICES
For
BIG CREEK WATER RECLAMATION FACILITY (WRF)
UPGRADES & EXPANSIONS
PROJECT #S224
For
PUBLIC WORKS**

RFP DUE TIME AND DATE: 11:00 A.M. Monday, May 8, 2006
PURCHASING CONTACT: Joyce Daniel, Assistant Purchasing Agent,
404-730-5824, 404-335-5806-Fax, e-mail: joyce.daniel@co.fulton.ga.us

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

**DESIGN AND ENGINEERING SERVICES FOR BIG CREEK WATER RECLAMATION
FACILITY (WRF) UPGRADES & EXPANSIONS, PROJECT #S224
REQUEST FOR PROPOSAL #06RFP49097K-JD
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SECTION 1

INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting qualified firms to provide design and engineering services (D&E) to upgrade and expand the Big Creek Water Reclamation Facility (WRF) Upgrades & Expansions Project #S224, from 24 MGD to 38 MGD. The intent of the D&E contract is to provide complete engineering services for both short term and long term upgrades/expansions for Big Creek WRF using the available information described above as deemed appropriate.

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 BIG CREEK WATER RECLAMATION FACILITY (WRF) UPGRADES & EXPANSIONS to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

Big Creek Water Reclamation Facility (WRF) Upgrades & Expansions located at 1030 Marietta Highway, Roswell, GA 30075 is operating under NPDES Permit No. GA0024333. **(See Section 9 Appendices on CD)** The plant is rated at 24 MGD capacity. Current average monthly flow is approximately 22 MGD.

In 1999 to 2001, a final report for conceptual plans for expansion to 48 MGD was completed but due to lack of funding, only selected improvements were initiated. Currently, the UV system is being replaced under a design/build contract and this project is scheduled to complete in November 2006. **(See Section 9 Appendices on CD)**

In February 2002, a final report entitled North Fulton Wastewater Management Conceptual Plan was completed. **(See Section 9 Appendices on CD)**

In May 2005, Parsons initiated a study for short term and long term upgrade and expansion of the facilities and Technical Memorandum No.1 was completed. **(See Section 9 Appendices on CD)**

Other short term alternatives include transfer of 3.5 MGD fixed flow to Cobb County's Willeo Creek Pump Station located at Willeo and Timberidge Roads. Parsons is preparing a design/build procurement for this alternative. **(See Section 9 Appendices on CD)**

1.2 DESCRIPTION OF THE PROJECT

This project involves the BIG CREEK WATER RECLAMATION FACILITY (WRF) UPGRADES & EXPANSIONS. The County's Request for Proposals (RFP) is for designs for the construction of both short term and long term upgrade and expansion of Big Creek WRF to meet anticipated permit limits set forth by GA EPD and MNGWPD as "Metro Limits". Short term upgrade and expansion is for 24 MGD to 31 MGD and long term is for 31 to 38 MGD.

Because of the site constraints and proximity to residential areas, an alternative to

include treatment process utilizing Membrane Bioreactor (MBR) system, state-of the art odor control system and noise control system are to be included in the evaluation.

1.3 PURCHASING THE RFP

This document and supporting documents 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** may be filed with the Public Works Department, Fulton County Government Center, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303, (404) 730-5576. Payment must be made to Department of Public Works, 141 Pryor Street, S.W., Suite 6001, Atlanta, Georgia 30303. Payment must be in the form of a company check, certified bank check or money order made payable to Fulton county Public Works Department. 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 Dwight Smith, Department of Public Works at (404) 730-5576. All other questions should be addressed by the procedures outlined in this RFP to **Joyce Daniel, Assistant Purchasing Agent, Fulton County Purchasing Department at 404-730-5824, 404-335-5806-Fax, e-mail joyce.daniel@co.fulton.ga.us.**

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Monday, April 3, 2006 at 2:00 P.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.

1.5 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 **Monday, May 8, 2006 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.

1.6 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing 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.

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the

Design and Engineering Services Big Creek Water Reclamation Facility (WRF) Upgrades & Expansions, Project #S224
RFP#06RFP49097K-JD

Purchasing Department contact person **Joyce Daniel, Assistant Purchasing Agent, 404-730-5824, Fax-404-335-5806, e-mail – joyce.daniel@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 Contracting Entity.

“County” – Fulton County Government and its authorized representatives.

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

“Owner” – Fulton County Government

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

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County 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 **Friday, April 28, 2006 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: Joyce Daniel, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: joyce.daniel@co.fulton.ga.us
404-730-5824, Fax: 404-335-5806
RE: RFP #06RFP49097K-JD

Design and Engineering Services for Big Creek Water Reclamation Facility (WRF)
Upgrades & Expansions, Project #224

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 initial term of the contract shall be 36 Months (1080 Calendar Days) or to be determined as appropriate prior to awarding of the contract.

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
 - Proposer Disclosure and Questionnaire
- 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 an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

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

shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County 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.

2.19 WAGE CLAUSE

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

2.20

**FULTON COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS
RFP #06RFP49097K-JD – DESIGN AND ENGINEERING SERVICES FOR
BIG CREEK WATER RECLAMATION FACILITY (WRF) UPGRADES & EXPANSIONS
PROJECT # S224**

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:

Joyce Daniel, Assistant 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 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or

interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
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 **Monday, May 8, 2006 at 11:00 A.M.** and must be addressed to:

**RFP #06RFP49097K-JD
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:

**RFP #06RFP49097K-JD
Design and Engineering Services for Big Creek Water Reclamation Facility (WRF)
Upgrades & Expansions, Project #S224
[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. Electronic copy of the Technical proposal shall be provided with the original. 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 SCOPE OF WORK

The selected firm (FIRM) must provide design and engineering services (D&E) to upgrade and expand the Big Creek Water Reclamation Facility (WRF) from 24 MGD to 38 MGD. The intent of the D&E contract is to provide complete engineering services for both short term and long term upgrades/expansions for Big Creek WRF using the available information as described above as deemed appropriate. The FIRM is responsible for all costs associated with obtaining necessary information not provided in the Appendices for the design.

The FIRM must deliver the project in phases as follows:

- ❖ Preliminary Design Phase
- ❖ Final Design Phase
- ❖ Construction Bidding Phase
- ❖ Services During Construction Phase
- ❖ Post Construction Phase

3.3.1 PRELIMINARY DESIGN PHASE

Ten days after receipt of written notice to proceed (**NTP**), the FIRM must meet with the County to review concepts for both short term and long term. The overall planning concepts for the Project must be approved by the County prior to proceeding. The FIRM must provide a detailed schedule for all design and permitting phases of this project at the meeting.

The FIRM must establish a regular Technical Review Committee. Members will consist of County and the FIRM representatives and shall meet at least once per month.

The FIRM must provide a Design Development Report (DDR) for both short term and long term upgrades and expansions to include but not be limited to:

- The design criteria used in developing this phase
- A configuration, layout of the Project, including existing, new facilities for short term and long term.
- A complete listing of major components and equipment selected to be used.
- A listing of the instrumentation control strategies for the operation of each component and the system as a whole, including preliminary process and instrumentation design drawings.
- Electrical layout, single diagrams and preliminary motor list.

- A site inspection for wetlands, cultural resources and endanger species determination. If necessary, identify potential mitigation sites for unavoidable wetland and stream impacts.
- A complete boundary survey and topographical survey as a scale of at least one-inch to 100 feet with 2-foot contours.
- A subsurface investigation of the project sites to secure preliminary information required to identify conditions that may impact project design concepts and construction costs.

The FIRM must prepare budget level estimates of the cost basis for the Project.

The FIRM's concepts must conform to all applicable rules, regulations, accepted practices and procedures presently in force as directed and prescribed by the governing bodies having jurisdiction over any and all aspects of this Project.

The DDR must be suitable for review by the County and all relevant agencies. The report must summarize the findings and recommendations of all previous tasks and must provide a current construction estimate for the project as defined.

The FIRM must assist the County in the submittal of all required and necessary documents to the proper agencies to obtain approval.

The Firm must assist the County in responding to inquiries from governing agencies.

The FIRM must assist the County in conducting public meetings.

This Phase will be completed in not more than (TO BE FILLED IN BY THE FIRM) calendar days after receipt of written notice to proceed. This period will include a fifteen (15) calendar days review period by the County. The Georgia EPD and applicable agencies must be supplied with the necessary information for a simultaneous review. Sufficient copies for each of the reviewing agencies and six (6) copies for the County must be provided.

In addition to providing hard copies, all deliverables shall be in electronic format as applicable to the particular items and be readily reproduced for distribution:

MS-Word 2004

MS-Excel 2004

AutoCadd Release 14 or higher

3.3.2 FINAL DESIGN PHASE

The Firm must perform final design utilizing the concepts developed and approved by the County during the Preliminary Design Phase. The final design must include plans, specifications, contract documents suitable for bid in two separate packages, one for short term and the other for the long term upgrades and expansions. The final design phase for each package to include:

At 30% design completion, the Technical Review Committee will make an evaluation of the design progress. A similar review will take place at 60% design completion and 95% design completion. At 60% completion, the FIRM must provide an updated cost estimate. At 95% design completion, the total design will be reviewed and the FIRM must perform a final quality

control check. 15 calendar days will be allowed for each review at 30%, 60% and 95%.

A 100% design review package with all the 95% design review comments incorporated must be provided to the County for review. The FIRM must provide 6 copies of contract drawings and contract documents, including specifications in the County standard format and an itemized cost estimate based on the final design. This submittal must be complete and biddable but subject to comments from final review.

Design must be completed in AutoCadd Release 14 or higher. Plans shall be full size 24"x36" and half size 11"x17".

Final design for the short term upgrade and expansions must be completed and submitted to all necessary regulatory agencies within 180 calendar days of approval by the County of the DDR.

Final design for the long term upgrade and expansions must be completed and submitted to all necessary regulatory agencies within 360 calendar days of approval by the County of the DDR.

Final design must be completed and the Project must be ready for advertisement within 30 calendar days of the receipt of the comments from regulatory agencies. The County must approve any additional time that may be required. No remuneration will be allowed for the extension of time.

3.3.3 CONSTRUCTION BIDDING PHASE

The FIRM must furnish 6 copies of bid documents for each short term and long term package to the County.

For each bid, the FIRM must provide bid assistance complying with Fulton County procurement procedures including: document reproduction and binding; coordination of document distribution, advertisement, pre-bid conference, project site visits with Purchasing Department; preparation of addenda; preparation of bid tabulations.

3.3.4 SERVICES DURING CONSTRUCTION PHASE

The duration of construction for the short term upgrades and expansions is (TO BE FILLED BY THE FIRM) consecutive calendar days from the notice to proceed.

The duration of construction for the long term upgrades and expansions is (TO BE FILLED BY THE FIRM) consecutive calendar days from the notice to proceed.

Office engineering for each construction package to include:

- Check and review shop drawings and other submittals that the contractors are required to submit, only for conformance with the design concepts of the project and information given in the contract documents.
- Issue interpretations of plans and specifications in response to the contractor's requests for information (RFIs)

The FIRM must prepare an Operations and Maintenance (O&M) Manual which covers the operations of all new equipment and operation's integration with the existing facilities. Four copies of each draft manual must be submitted to County for review. Corrections, changes and additions required by the County will be incorporated and four copies of each final manual must be provided in hard cover, snap three-ring binders and two copies in electronic format.

The FIRM must prepare record documents showing those changes made during the construction process, based on mark-up prints, drawings and other data furnished by the contractors. Provide one set of mylar originals and two copies in electronic format of all record drawing to County Project Manager.

Construction Monitoring:
No services required

3.3.5 POST CONSTRUCTION PHASE AND MISCELLANEOUS SERVICES

Conduct a warranty inspection with County staff. Review and recommend action with respect to warranty claims against contractors, and participated in any meetings requested by the County.

Provide additional copies of reports, contract drawings and other requested documents above the specified number furnished with the services described.

Provide a written report of investigation(s) involving detailed consideration of operation and maintenance, and recommendation of more efficient alternate modes of operation to the County, including optimization of plant capabilities.

3.4 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:

INFORMATION TO BE SUBMITTED:

Failure to submit any required data item may be cause for rejection. Proposers shall not submit data other than defined herein. In addition to the data described below, proposer may provide section dividers, a front and back cover, a table of contents, and a cover letter not to exceed 1 page in length which may serve as an introduction to the proposal. A page refers to one side of a single 8 ½ inch x 11 inch page. Text shall be minimum 11 point.

Proposal information shall include:

Section 1: Executive summary

Provide an executive summary to include a brief statement of project approach understanding to meet the County's goals and objectives. Provide brief discussion of the uniqueness of the proposal.

Section 2: Organization Description (Not to exceed three pages total)

Provide an organizational chart and a narrative description of the Proposer's Team and all proposed subconsultants and indicate role of each. Specifically, indicate proposed Project Manager who is responsible for directing this work.

Section 3: Related Experience and Performance (Not to exceed 10 pages total)

Provide a description of experience the Proposer' Team has had with projects similar to the Big Creek Water Reclamation Facility (WRF) Upgrades & Expansions in size and complexity. Provide a list of projects and client references (name, title, address, phone numbers, list of work completed for the client, minimum of five clients other than Fulton County).

Provide brief description for each project to include scope of work and total project cost.

Section 4: Key Personnel Qualification and Availability (Not to Exceed 30 pages total)

Provide resumes of key staff that have qualifications and experience to perform the anticipated work to the project and availability of personnel and other commitments for full time participation for the proposed project (3 pages maximum per resume).

These individuals as a minimum shall work out of the local office and reside in the Metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay or reimburse cost for the relocation, temporary housing, or subsistence of staff assigned to this project.

Section 5: Project Approach (Not to Exceed 20 pages total)

Provide a project approach work plan summarizing the team's quality control and methods for project execution and coordination. Describe the project management plan, deliverables and project schedule.

Provide a description of recommended enhancements or improvements to the scope of services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit to the project. The approach discussion should include details regarding any unique knowledge or expertise your firm has that would benefit this project.

Section 6: Local Preference (Not to Exceed 1 page)

Indicate location(s) of work to be performed.

Section 7: Proposer Financial Information

Given the magnitude and nature of the work contemplated in this RFP, the County must be able to evaluate, verify and understand the Proponent's financial capability and expertise to undertake and perform the services. Proponents will be evaluated on the strength of their Financial Statements. Annual Reports, which include Financial Statements from recent years, will also be reviewed. The review will focus upon the Proponent's Statement of Income, Balance Sheet, and Cash Flow Statements. Ratio Analysis will be included while determining the Proponent's financial strength as well as a review of the sources and uses of funds.

Proposers will be evaluated on the strength of their Financial Statements. Annual reports including Financial Statements from recent years will also be reviewed. The review will focus on the Statement of Income, Balance Sheets and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

In order for the County to evaluate, verify and understand the Proposer (s) financial capability, the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer (s) most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capabilities of the Proposer (s).
- (5) State whether the Proposer (s) or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

The County reserves the right to make investigations, 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.

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Compensation

The County shall pay the FIRM for services based on the following services and fixed hourly rate schedule:

Cost Proposal Summary Format

Services	Hours	Total Amount, \$
I. Preliminary Design Phase for Short Term and Long Term		
II. Final Design Phase for Short Term and Long Term		
A. Total I & II		
III. Construction Bidding Phase for Short Term **		
IV. Services During Construction for Short Term**		
B. Total III and IV**		
V. Post Construction and Miscellaneous Services for Short Term		100,000
C. TOTAL A., B., and V		

III-1. Construction Bidding Phase for Long Term***		
IV -1. Services During Construction for Long Term***		
D. Total III-1 and IV-1***		
V-1. Post Construction and Miscellaneous Services for Long Term		150,000
E. TOTAL D and V-1		

TOTAL SERVICES FEE (C & E)		
---------------------------------------	--	--

***There shall be no reimbursable direct cost to the Firm, hourly rate and fee shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, reproduction of reports, plans and specifications, etc. for County review and acceptance and any other expenses necessary to conduct the work.**

**** Escalation Percentage of 2% will be allowed if the County postpones the bidding and construction of Short Term Up grades and Expansion more than 210 days after completion of final design and the project is ready for advertisement for bid per 3.3.2.**

***** Annual Escalation Percentage of 2% will be allowed when the County begins bidding and construction of Long Term Up grades and Expansion after completion of final design and project is ready for bid per 3.3.2.**

THE COUNTY RESERVES THE RIGHT TO AWARD ONLY ITEM C AND DEDUCT ITEM E.

Hourly Rate for Employees Classification Assigned to this Project

Employee Classification	Hourly Rate, \$/Hour
Identify and add as needed	

SECTION 4
EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

Selection will include an analysis of proposals by a selection committee. 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 for Water Services 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

Evaluation and Selection Criteria:

1. Experience: *20 points max*

Experience and performance of the firm on projects of similar nature, magnitude and complexity. Proposers should provide client references (name, title, address, phone numbers, list of work completed for the client, minimum of five clients other than Fulton County).

2. Staff Qualification: *20 points max*

Provide resumes of assigned staff that have qualifications and experience to perform the anticipated work to the project and availability of personnel and other commitments for full time participation for the proposed project (3 pages maximum per resume).

3. Project Approach: *25 points max*

Provide a project approach work plan summarizing the team's quality control and methods for project execution and coordination. Describe the project management plan, deliverables and project schedule.

4. Availability: *10 points max*

Availability of the firm to conduct work and availability of staff to perform work and for immediate response to the County Staff as needed.

5. Cost Proposal: *10 points max*

Firm shall submit cost of proposal in separate sealed envelope. The envelope shall include the RFP number on the outside of the envelope, prime respondents name, and proposal date. In addition to the cost proposal, firms shall show the positions and hourly rates for all employees that may be assigned to the project.

6. Local Preference

10 points max

Businesses or joint-venture teams located within the geographic boundary of Fulton County shall be awarded the point value.

7. Financial Responsibility

5 points max

Given the magnitude and nature of the work contemplated in this RFP, the County must be able to evaluate, verify and understand the Proponent's financial capability and expertise to undertake and perform the services. Proponents will be evaluated on the strength of their Financial Statements. Annual Reports, which include Financial Statements from recent years, will also be reviewed. The review will focus upon the Proponent's Statement of Income, Balance Sheet, and Cash Flow Statements. Ratio Analysis will be included while determining the Proponent's financial strength as well as a review of the sources and uses of funds.

Proposers will be evaluated on the strength of their Financial Statements. Annual reports including Financial Statements from recent years will also be reviewed. The review will focus on the Statement of Income, Balance Sheets and Cash Flow Statements. Ratio Analysis will be included in determining the Proposer's financial strength as well as a review of the sources and uses of funds.

In order for the County to evaluate, verify and understand the Proposer (s) financial capability, the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer (s) most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capabilities of the Proposer (s).
- (5) State whether the Proposer (s) or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

The County reserves the right to make investigations, 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.

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
Procurement Affidavit Form 4	Proposers Disclosure & Questionnaire

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 subcontractors 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.

5.2.4 Proposers Disclosure & Questionnaire

Proposer shall complete and submit with proposal

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 statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a 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-

- (7) 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 _____, 2006.

(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 _____, 2006.

(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)

PROPOSER'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Proposer's officers, directors, affiliates and other employees, agents or representative of this form, the subject project **Design and Engineering Services for Big Creek Water Reclamation Facility (WRF) Upgrades & Expansions, Project # S224, RFP#06RFP49097K-JD.**

For the purposes of this form, the term "affiliate" of any Proposer shall mean any person or entity that directly or indirectly controls or is controlled by, or is under common control with, such Proposer. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Proposer, including their ownership interests and their anticipated role in the management and operations of said Proposer.

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

LITIGATION DISCLOSURE:

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Proposer. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Proposer;
 - (b) whether Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

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

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One: YES NO

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

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten

Circle One: YES NO

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

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Proposer's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Proposer should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Proposers, joint venture partners and first-tier subProposer.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. 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 questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2006

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2006

(Notary Public) (Seal)

Commission Expires _____
(Date)

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/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	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
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:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

perform 100% of the work required for _____
(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

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)

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

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

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE 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.

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
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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

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

Sublimits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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

If Fulton County Government shall so request, the 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

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SAMPLE AGREEMENT

This agreement, made and entered into as of the _____ day of _____, 2006 by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and 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 **Big Creek Water Reclamation Facility (WRF)**, 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 Section 3.3 entitled, - "Scope of Work". 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 Section 3.3 entitled, - "Scope of Work".

ARTICLE 5. **DELIVERABLES:** CONSULTANT shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in Section 3.3. CONSULTANT shall provide to COUNTY all deliverables specified in Section 3.3 entitled, - "Scope of Work". 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 Section 3.3 entitled - "Scope of

Work", 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 **36 months (1080 calendar days)** (*or term to be determined as appropriate prior to awarding of the contract*). Services shall be furnished in accordance with the time schedule as proposed and approved by the COUNTY. 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 presented in the cost proposal 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 Cost proposal (reference section 3.4). Hourly rates include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, reproduction of reports, plans and specifications, etc. for County review and acceptance and any other expenses necessary to conduct the work. 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 Section 3.4 entitled, - "Hourly Rate for Employees Classification Assigned to Project". 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 Section 3.3 – "Scope 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 Section 3.3 – "Scope of Work". 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 Section 3.4 entitled, - "Hourly Rate for Employees Classification Assigned to Project", 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:

Kun Suwanarpa, 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 _____, 2006.

Attest:

[NAME OF CONSULTANT]

By:

Title: _____

Title:

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

Mark Massey
Clerk to the Commission, Fulton County

By: _____
Karen Handel
Chairman, Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Office of County Attorney

By: _____
Kun Suwanarpa
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 _____, 2006, 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 _____ 2006.

_____, 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

Following documents are supplied on a CD:

1. 2020 Water & Wastewater Master Plan - June, 1999
2. Big Creek DMR 2002, 2003 & 2004
3. Big Creek WRF Drawings- 1982, 1986 & 1989
4. Big Creek NPDES Permit (existing and future draft)
5. Big Creek WRF Odor Control Improvement 2001
6. Big Creek WRF to Cobb County Diversion Project
7. Big Creek WRF UV Replacement
8. Conceptual Plans for Onsite Expansion of the Big Creek WRF
9. Interim Capacity Improvements Evaluation 2001
10. North Fulton Wastewater Management Plan-2002
11. PARSON'S Technical Memo No. 1

TO OBTAIN A CD PLEASE CONTACT:

MS. DORIS TOLBERT

FAX: 404-893-6868

E-MAIL: doris.tolbert@co.fulton.ga.us