



FULTON COUNTY

People *Vision* *Families* *Neighborhoods*

Mission
*To serve, protect and govern in concert with
local municipalities*

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

**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 06RFP52659YC**

**Professional Engineering Services
Stormwater Evaluation
For
Department of Public Works**

**RFP DUE TIME AND DATE: 11:00 A.M. December 6, 2006
PURCHASING CONTACT: Malcolm Tyson (404) 730-5811
E-MAIL: Malcolm.tyson@co.fulton.ga.us**

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

**Professional Engineering Services
Stormwater Evaluation
REQUEST FOR PROPOSALS
TABLE OF CONTENTS**

SECTIONS 1-5

1.0	INTRODUCTION AND INSTRUCTIONS TO PROPOSERS	
1.1	Purpose	3
1.2	Background	3
1.3	Proposal Due Date	3
1.4	Delivery Requirements	3
1.5	Contact Person and Inquiries	3
1.6	No Contact During Procurement Process	4
1.7	Clarification and Addenda	4
1.8	Term of Contract.....	5
1.9	Required Submittals	5
1.10	Proposed Evaluation	5
1.11	Disqualification of Proposers	6
1.12	Reserved Rights	6
1.13	Applicable Laws.....	6
1.14	Insurance and Risk Management Provisions	6
1.15	Accuracy of RFP and Related Documents	6
1.16	Responsibility of Proposer.....	7
1.17	Confidential Information.....	7
1.18	County Rights and Options.....	7
1.19	Cost of Proposal Preparation and Selection Process.....	8
1.20	Termination of Negotiations.....	9
1.21	Wage Clause	9
1.22	Additional or Supplemental Information.....	9
2.0	PROPOSAL REQUIREMENTS	
2.1	Scope of Work	10
2.2	Proposal Format	11
2.3	Project Deliverables.....	12
3.0	EVALUATION CRITERIA	
3.1	Proposal Evaluation – Selection Criteria	13
4.0	INSURANCE AND RISK MANAGEMENT PROVISIONS	
4.1	Insurance and Risk Management Provisions	14
5.0	PROPOSAL FORMS	
5.1	Certificate of Acceptance	19

SECTION 1

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1.1 PURPOSE

Fulton County Government ("County") is seeking qualified firms with demonstrated professional engineering experience to submit proposals to evaluate a claim for damages at 170 Norwick Way that has been filed against the County.

1.2 BACKGROUND

On or about August 20, 2005, Tony Fiore's backyard and swimming pool were damaged by stormwater flows across his property at 170 Norwick Way. Mr. Fiore alleges that all of the damage was caused by the County's failure to maintain an adjacent detention pond. The County admits that the detention pond was in need of maintenance but contends that a substantial portion of the flow that caused damage to Mr. Fiore's property did not flow from the adjacent detention pond, but came from an upstream basin that was not routed through the detention pond. The County's opinion is that much, if not most of the damage was caused

- By the installation of an inadequate drainage system in the coping of their swimming pool.
- By the installation of a retaining wall across an existing drainage path

The County would like to have the claims and the County's opinion evaluated by a competent professional engineer before deciding to contest or pay the claim.

1.3 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 **Wednesday, December 6, 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.

1.4 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 Purchasing Department 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 Purchasing Department.

1.5 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Malcolm Tyson, Assistant Purchasing Agent, 130 Peachtree St., S.W., Suite 1168, Atlanta, Georgia 30303, phone (404) 730-5811, fax

(404) 335-5808, e-mail: Malcolm.tyson@co.fulton.ga.us. Any responses made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.6 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.

1.7 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 **November 29, 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: Malcolm Tyson
Public Safety Building**

**130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Malcolm.tyson@co.fulton.ga.us**

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.

1.8 TERM OF CONTRACT

The initial term of the contract shall be for 30 days from receipt of the Notice to Proceed.

1.9 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 (If necessary)
- Insurance and Risk Management Provisions

1.10 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 3 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two members from the Department of Public Works and one from Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 3 of this RFP. The committee may request oral interviews and/or site visits.

1.11 DISQUALIFICATION OF PROPOSERS

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

1.12 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.

1.13 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.

1.14 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 4 of this RFP.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

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- 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.

1.19 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.

1.20 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.

1.21 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.

1.22 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

SECTION 2 PROPOSAL REQUIREMENTS

2.1 SCOPE OF WORK

The scope of work shall include:

- 1) A detailed evaluation of the submitted invoices
- 2) A site visit to evaluate
 - a) The location of damages on the Fiore's property¹
 - b) Any drainage systems or features on the Fiore's property
 - c) The upstream basin(s) and associated drainage systems
- 3) A detailed analysis of the storm drainage in the area of the Fiore's property. Referring to Attachment A, the engineer shall determine the source and peak flows at Study Points 1 & 2, and how those flows combined to arrive at the Point of Discharge. The engineer shall choose the appropriate hydrologic method and may use metrologic data for the week preceding August 20th if the engineer determines use of that data is appropriate in light of the engineer's professional judgment.
- 4) Using the information developed, above, the engineer shall
 - a) Determine the source of the flow that caused the damage for each item in the complaint, included as Attachment B.
 - b) An estimate of the size and nature of drainage system required to receive flows discharging to Study Point #2.
 - c) Provide his/her opinion on whether the drainage systems found are or have been
 - i. Owned and maintained by the County or by private owners.
 - ii. Are constructed in accordance with the County approved drawings and County regulations and ordinances.
 - iii. Are designed in accordance with sound engineering practice.
 - iv. Modified or damaged, and the approximate date of modification or damage, if the engineer is able to determine an approximate date.
- 5) The engineer shall prepare a report detailing his/her findings and the methods used to arrive at his/her findings. The report shall be signed and sealed by a professional engineer who is licensed to practice engineering in the State of Georgia.

Notes:

- 1) The engineer may be called to provide expert testimony if the suit proceeds to trial.
- 2) County staff, from the Department of Public Works, will assist the engineer in obtaining
 - a) Aerial photographs and GIS topographic information for the study area. Photos taken in 2000 and 2005 are available.
 - b) Approved construction drawings of the related drainage systems in the Fiore's subdivision and adjacent subdivisions, if available from the County files.
 - c) Approved hydrology reports for the Fiore's subdivision and adjacent subdivisions, if available from the County files.

¹ The County cannot require the Fiore's to grant permission to the engineer to enter the Fiore's property. The engineer shall request permission in writing from the Fiore's to enter their property and shall document any responses from the Fiore's or the Fiore's legal representative in the report.

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- d) pool and retaining wall permits for the subject property, if available from the County files
 - 3) Timely preparation and submittal of the report to the County is important. Therefore, the engineer shall provide a schedule for completing Items 1 through 5 in the Scope of Services.

2.2 PROPOSAL FORMAT

It is imperative that the materials and information provided to the County on the qualifications of the proposer include sufficient documentation and certification that will indicate the proposer's work experience, training and education, and performance of similar work. The proposal must include responses to all the information requested below.

A. Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the goals and objectives and demonstrated understanding of the County's needs.

B. Organization

1. General information on the business location, address, telephone number, and the name(s) of officers or individuals who are authorized to enter into a written agreement with Fulton County.
2. Name, address, phone and fax number and e-mail address of principal point of contact all future correspondence and/or communications will be directed to for this project.

C. Experience

1. Provide a short narrative of the firm and staff's demonstrated ability to perform the proposed services.
2. Provide a minimum of two (2) references of public sector organizations of similar size to Fulton County for which the firm has performed professional services related to providing public relations services in the past two (2) years. Include contact name, title, and telephone number, dollar value of contract, and brief description of services provided.

D. Qualifications of Key Staff

1. Provide the qualifications of the individuals to be assigned to the engagement. Include a statement of duties expected to be performed by each individual and the percentage of time that individual will spend on this project.

E. Comprehension of Scope of Work

1. Provide a summary of the firm's understanding of the work to be performed by task. Include the steps expected to be performed to complete each task.
2. Provide a timeline of the work expected to be performed by task, with approximate day(s) to be performed.

F. Financial Responsibility

1. Provide your most recent annual report and financial statement.

G. Location of firm

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

H. Cost Proposal

The Cost Proposal shall be provided in a **separate sealed envelope** in accordance with section 2.1 of this RFP. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

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

- Overall budget which includes project costs for time, materials and overhead.

2.3 PROJECT DELIVERABLES

The Proposer will deliver the following products to the County at the completion of this project:

1. Ten copies (10) of the report as described previously in Section 2.1, Scope of Work, Item #5.
2. An electronic copy of the report as described previously in Section 2.1, Scope of Work, Item #5. The electronic copy shall be delivered on compact disc media in Microsoft Office Word 2003 format.

SECTION 3 EVALUATION CRITERIA

3.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

	Evaluation Criteria	Weight
A.	Project Team Qualifications and Qualifications of Key Personnel	25%
B.	Relevant Project Experience	15%
C.	Financial Responsibility	5%
D.	Availability of Key Personnel	15%
E.	Past performance on previous contracts.	5%
F.	Local Preference	10%
G.	Cost Proposal	25%
	POINTS	TOTAL
		<u>100%</u>

SECTION 4

INSURANCE AND RISK MANAGEMENT PROVISIONS

4.1 Insurance and Risk Management Provisions

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

Bodily Injury and Property Damage Liability	Each Occurrence	-
\$1,000,000		
(Other than Products/Completed Operations)	General Aggregate	-
\$2,000,000		

Products\Completed Operation \$1,000,000	Aggregate Limit	-
Personal and Advertising Injury \$1,000,000	Limits	-
Fire Damage \$ 100,000	Limits	-
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Combined Single Limits \$1,000,000	Each Occurrence	-
(Including operation of non-owned, owned, and hired automobiles).		
4. ELECTRONIC DATA PROCESSING LIABILITY		
(Required if computer contractor) \$1,000,000	Limits	-
5. UMBRELLA LIABILITY		
(In excess of above noted coverage's) \$2,000,000	Each Occurrence	-
6. PROFESSIONAL LIABILITY		
\$1,000,000	Each Occurrence	-
(Required if respondent providing bid/quotation for professional services).		
7. FIDELITY BOND		
(Employee Dishonesty) \$ 100,000	Each Occurrence	-

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

Sub-limits:

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

Deductibles:

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

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the

other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

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

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

Such certificates and notices shall be sent to:

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall

post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 5 PROPOSAL FORMS

5.1 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 1, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

**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)

Attachment A ~ Aerial Photo of Study Area

