FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

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

REQUEST FOR PROPOSAL NO. – 10RFP04122K-DJ

PROGRAM MANAGEMENT SERVICES FOR THE ATLANTA-FULTON COUNTY LIBRARY CAPITAL IMPROVEMENT PROGRAM – PHASE I

For

GENERAL SERVICES DEPARTMENT & ATLANTA-FULTON PUBLIC LIBRARY SYSTEM

RFP ISSUANCE DATE: Thursday, April 15, 2010
PRE-PROPOSAL CONFERENCE: Tuesday, April 27, 2010 (Assembly Hall)
RFP DUE DATE AND TIME: Monday, June 14, 2010 at 11:00 A.M.
PURCHASING CONTACT: DONNA JENKINS @ 404-612-4213
E-MAIL: donna.jenkins@fultoncountyga.gov

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

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SECTION 1
INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting proposals from qualified proposers to provide a full range of program management services necessary to facilitate construction and expansion of various libraries. The program consists of the new construction of eight (8) libraries, and two (2) major expansions of the Auburn Avenue Research Library and South Fulton Library. This is Phase I of the Capital Improvement Program.

The selected Program Management Team ("PMT") will oversee, monitor, direct, check, review, and comment on design work performed by others. The PMT selected to perform program management services will not be eligible to compete for, nor win, any design services on any project in this program, nor will be allowed to participate on any construction management or design-build team under this capital improvement program.

To be qualified, the proposer's team must have, within the last ten (10) calendar years, provided program management services for a capital improvement program with an estimated value of at least $100 million dollars for construction.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the ***Program Management Services for the Atlanta-Fulton Public Library System Capital Improvement Program – Phase I.***

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

1.2 DESCRIPTION OF THE PROJECT

This project involves the following:

1.2.1 Facility Master Plan—Phase I Summary

New Branch Libraries (8)

Alpharetta
New 25,000 sq ft branch library to replace current 10,000 sq ft facility.

Palmetto/Chattahoochee Hill Country
New 10,000 sq ft branch library.

East Roswell
New 15,000 sq ft branch library.
Milton
New 25,000 sq ft branch library.

Northwest Atlanta
New 25,000 sq ft branch library; replaces service currently provided at one leased facility and two owned—current square footage of these three libraries totals 5,500 sq ft.

Southeast Atlanta
New 15,000 sq ft branch library; replaces service currently provided at two leased facilities and one owned facility—current square footage at these three libraries totals 8,200 sq ft.

Stewart-Lakewood
New 25,000 sq ft branch library; replaces service currently provided at the 10,000 sq ft existing facility.

Wolf Creek
New 25,000 sq ft branch library located on property already owned by Fulton County.

Renovated and Expanded Libraries (2)

Auburn Avenue Research Library
Major renovation and expansion of the 50,000 sq ft Auburn Avenue Research Library on African American Culture and History.

South Fulton
Renovation and expansion that adds 10,000 sq ft to the existing 15,000 sq ft structure for a total of 25,000 sq ft.

1.3 BACKGROUND

Atlanta-Fulton Public Library System Facility Master Plan

The stakeholders of the Atlanta-Fulton Public Library System have realized for some time that a comprehensive master plan for library facilities is needed. It was clear that our Board of Commissioners and Library Board of Trustees needed and wanted a plan to guide decisions on facilities: identifying where citizens are unserved, where they are underserved, where libraries are most needed, what is the optimal size, and what improvements need to be made to our existing facilities-a plan that will examine these issues for the entire service area, not just one neighborhood or community. Most importantly, this much needed and desired plan must be fair, unbiased, and based on good information and valid, authoritative data. We believe this plan accomplishes this.

On July 16, 2008, the Fulton County Board of Commissioners voted to place a $275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support.

The Facility Master Plan (see Exhibit 3) is exclusively focused on facilities, not on collections, services, or programs within our libraries. Determining these service needs is ongoing-and the input of our citizens and library staff is critical as we evaluate and plan for new and renovated libraries. As new facilities are built, community involvement will be essential. Branch libraries should not be mirrors of each other. A cookie-cutter approach will not work for our urban, suburban and rural system where we serve diverse communities with different needs. It is also important to note that superb library service can be delivered from all library sizes.

The Central Library has the potential to be an even more important asset to downtown Atlanta. It must effectively serve those who live and work downtown as well as visitors and tourists. While this is a critical role, it must be only part of the mission of the Central Library. Central has a valuable role to play as a countywide resource and should be of value to all residents of Fulton County and Atlanta-in-DeKalb. Central libraries in major metropolitan areas across the country are vibrant, dynamic cultural institutions with a broad array of programming, activities, exhibits and collections that bring value-culturally, educationally, and economically-to their respective downtowns. They also serve everyone within the library system's service area and often beyond. With reference and research services, extensive collections

with significant breadth, expertise and service not available at branch libraries, and special collections and archives, the Central Library serves everyone from Alpharetta, Birmingham, and Shakerag to Palmetto, Fairburn, and Rico. The plan provides for $85 million for a new Central Library with the remainder coming from private sources. This is the only project that is partially funded.

The current Auburn Avenue Research Library on African American Culture and History is an immensely valuable institution that all in metro Atlanta should celebrate. It is a leading national and international institution supporting the study and research of the culture and history of African Americans and peoples of the African Diaspora. Unlike our 33 other libraries, Auburn Avenue serves the world-scholars and researchers across the country and around the world as well as residents and visitors of metro Atlanta. The existing facility is attractive and functions well in many respects, however, there are significant facility needs: upgraded HVAC systems that are designed for archival environments; additional archival storage space; expansion of exhibition and gallery areas; and additional program space to allow for larger special events, lectures, and symposia.

The Atlanta-Fulton Public Library System has not completed a thorough, comprehensive analysis of facility needs since the mid-1980s when a bond referendum was approved by voters. This bond issue built many of our existing library facilities. This important, multi-year construction effort resulted in facilities that have served the public well. However, 20 years later, there are notable facility needs-infrastructure improvements, interior updates, and reprogramming of spaces.

The Atlanta-Fulton Public Library System has a proven record of customer satisfaction with over 90% of our citizens who use our services. All of our 34 locations are open gateways to one library, one collection. Our talented, well-trained and empowered staff team is committed to providing excellent library service delivered equitably and with community needs and input at the forefront. We are sustained by strongly supportive elected officials; an effective, policy-making Board of Trustees; enthusiastic, engaged Friends of the Library; and a dedicated Library Foundation.

1.4 PURCHASING THE RFP

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

1.5 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, April 27, 2010 at 10:30 A.M.** in The Assembly Hall, 141 Pryor Street, Atlanta, GA 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.

1.6 QUESTION AND ANSWER SESSIONS

The County will hold Question and Answer Sessions in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303 on the following dates:

1. **Monday, May 10, 2010 at 10:00 am**
2. **Monday, May 17, 2010 at 10:00 am**

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

1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, June 14, 2009 at 11:00 A.M. ,** legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

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

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Donna Jenkins, Chief Assistant Purchasing Agent, 130 Peachtree St., S.W., Suite 1168 Atlanta, Georgia 30303-3459, 404-612-4213, fax 404-335-5807, donna.jenkins@fultoncountyga.gov**
Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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.

AFPLS – Atlanta-Fulton Public Library System

County – Fulton County Government and its authorized representatives.

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

Joint Venture (JV) - A contractual agreement joining two or more business entities partnering as one firm for the purpose of executing a particular project or event. Every entity agrees on percentage of profits, losses and ownership within the organization.

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

Owner – Fulton County Government

Owner's Representative Team – the Owner's Representative Team shall include staff from the following departments; Library, General Services, Public Works, Risk Management and Purchasing & Contract Compliance.

Program Manager (PM) – Executive in charge as designated by the program management team to lead the day to day activities of the team.

Program Management Team (PMT) – the team that is proposed by the Proposer to manage the program in accordance with the scope of work defined in this RFP. After the issuance of the Notice to Proceed (NTP) the team will also include integration of Fulton County staff.

Project Manager – an individual responsible for the management of a specific project for either the Program Management Team (PMT) or Fulton County staff.

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

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

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Program Management Team 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, oral or written, received after **Monday, May 24, 2010 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 and Contract Compliance
Attn: Donna Jenkins
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Donna.Jenkins@fultoncountyga.gov
Fax: 404-335-5807

RE: Program Management Services for the Atlanta Fulton County Library Capital Improvement Program

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

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

responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a three (3) years, with two (2), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

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

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of two (2) members from General Services Department and Atlanta-Fulton Public Library System, two (2) Purchasing Staff members and one (1) Finance Staff member who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A

Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

- The County reserves the right to waive any technicalities or irregularities in the Proposals.

- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.

- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.

- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

- The County may add to or delete from the Project Scope of Work set forth in this RFP.

- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

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

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the General Services Department and Atlanta-Fulton Public Library System, or designated representative of the department.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

(a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.

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

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

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

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

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

See Section 5, Proposal Forms for declarations and affidavits.

2.23 PROHIBITION OF FUTURE CONTRACTS

2.23.1 Prime Contractor

The Prime Contractor selected to provide Program Management Services and any team members of the Joint Venture shall not be eligible to perform any other services, including but not limited to; design services, construction and construction management under the Program, during the term of this Contract and any extension(s) thereof.

2.23.2 Sub-Contractor/Consultant

If you are a subcontractor/consultant to the Prime Contractor on the Program Management Services project, you shall not be eligible to perform design services under any circumstances where a conflict exists or may potentially exist. A conflict shall be defined as a review function of any work performed under the oversight of the Program Management Team. In these circumstances you shall not propose to work on that project.

2.23.3 Employee

Employees of the Prime Contractor of Sub-Contractor/Consultant are advised to avoid conflicts. Full disclosure of their involvement in the Project shall be made, should they decide to propose on projects independently in the Program.

2.24 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

10RFP04122K-DJ PROGRAM MANAGEMENT SERVICES FOR THE ATLANTA FULTON COUNTY LIBRARY CAPITAL IMPROVEMENT PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

   The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.

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

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, June 14, 2010** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #10RFP04122K-DJ
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

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

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP # 10RFP04122K-DJ
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 PROJECT TEAM

Under the direction of the County the Project Management Team (PMT) must demonstrate an ability to work with numerous components/entities simultaneously. The County's program is large and must be completed within specific time frames and budget requirements. The County anticipates that the PMT will assist the County's staff designated as the Owner's Representative Team (Owner's Team), and interact with a variety of other County consultants such as architects, design engineers, construction managers, and contractors that the County may solicit in the future under the program.

The County requires the PMT to lead and direct the Program Management Office. The County will be responsible for the implementation of the Program.

3.4 SCOPE OF WORK

Fulton County Government will select a Program Management Team to support the implementation of the Atlanta-Fulton Public Library System Facility Master Plan Program – Phase I, which involves the development of (8) new libraries concurrently, and (2) major renovations.

The PMT will assist the County's staff to launch the Atlanta-Fulton Public Library Facility Master Plan, establish the comprehensive program direction for the Master Plan and direct and control the various tasks required to implement and complete the Program. The PMT (Program Manager and staff) will be responsible for program definition; community participation and involvement strategies; communication strategies; final/approval/selection of design consultants and designs; LEED administration; cost management, estimating; and all project management functions necessary to oversee and execute the program.

The PMT will administer and manage the selection/organization process for a Library programming team; architecture and engineering firms; and general and related site contractors (landscape architects, engineers, parking, etc.); oversee completion of construction documents; conduct document reviews with appropriate parties; establish budgets and review financial payments and accounting; and oversee construction administration for all aspects of construction, contracts and contracts administration; and other matters as directed.

The PMT designated Program Manager and other staff will report to and work under the Fulton County's designated representative. Fulton County designated representative will coordinate necessary activities to ensure proper program development and implementation with the Owner's Representative Team. The Owner's Representative Team shall include staff from the following departments; Library, General Services, Public Works, Risk Management and Purchasing & Contract Compliance. Interaction and/or reporting may also be required with other Fulton County departments, offices and stakeholders. The Program Management Team (PMT) will be selected separate from the Construction Management (CM) Team and various design and engineering consultants.

The PMT's designated Program Manager and other staff members as required shall be assigned to the Project on a full-time basis, and work out of the Program Management Offices which shall be located at the Central Library, One Margaret Mitchell Square Atlanta, Georgia, 30303. The scope of work is intended to include a broad range of services and activities that may be performed over a number of Phases/ years at the County's discretion in order to meet the County's needs in implementing its Library Facility Master Plan. Any agreement for these services may be non-exclusive. The County shall determine any work to be performed, and

nothing in this RFP or other solicitation documents constitutes an assurance that a particular item of work may be designated as to be performed by the selected Proposer. It is the desire of the County to ensure the continuity and integrity of the Program as it is developed and implemented.

In collaboration with Owner's Representative Team the PMT will maintain primary responsibility for coordination, cost estimating and planning management, implementing controls to ensure projects stay on the critical path schedule, and detailed design planning coordination efforts including public involvement strategies. Tasks to be performed by the PMT for the Program may include, but not be limited to the following:

Task A – Program & Contract Administration

1. *Prepare Program Definition and Schedule*

   In collaboration with the Owner Representative team, the PMT will assist in ongoing program definition procedures, budgets and schedules and will be a resource in these matters. The PMT will assist in the articulation of project goals, the architectural vision statement, and key success outcomes.

   Preliminary Goals for the Library Master Plan Program is to create attractive facilities that are individual, functional and flexible, in terms of size, appropriateness and purpose to meet the long-term space and service needs of the Library and local communities.

2. *Develop and Implement Administrative and Technical Control Procedures.*

   The PMT shall develop and maintain appropriate administrative and technical control procedures. These may include, but not be limited to the following:

   a. Data management, , including the development and maintenance of an information system, coordination and preparation of project manuals and specifications, which will incorporate appropriate scope, budgets, schedule control, performance management and resource distribution data using Microsoft and/or Primavera software compatible with existing County systems.

   b. Budget request review including a feasibility review of the Program's budget and the preparation of an annual and long-term budget for the Program.

   c. Integrated technical procedures for design, procurement in cooperation with the Department of Purchasing & Contract

Compliance, construction and project documentation/close out process.

3. *Invoicing* – The PMT shall review and process invoices submitted by other consultants and contractors performing services for the Program, as required.

4. Assure Program compliance with federal, state and local regulations.

5. *Communications* - Facilitates effective communication and team work with other members of the Program Management Team and the Owner's Representative Team through regularly scheduled meetings, project updates, and regularly updated project timelines.

Task B – Program Controls

1. *Develop and Implement a Document Control System.*

   The PMT shall develop a new or modify the existing document tracking and control system for all drawings, submittals, contract documents, operating manuals and correspondence; and shall develop and maintain a resource library of relevant information on the various Program elements. The PMT is responsible for maintaining on-site copies of all documentation.

   PMT's services will include the set-up, maintenance and operation of a central Document Control Facility. Project documentation will be used to support administrative review, historical reference, audit, and possible legal action. The Document Control system must facilitate the storage and timely retrieval of this documentation.

   The PMT is responsible for identifying, then categorizing and organizing all documents, manuals, drawings, samples etc. and maintaining an on-site technical resource library.

   PMT is also responsible for the coordinating with planning, design and support departments, as necessary, to facilitate the review, coordination, and control of contractor submittals and other materials as required.

2. *Quality Control*

   The PMT shall direct the decision making, accountability and delivery process of the project. The PMT will establish sustainable and quality performance measures to be applied and incorporated throughout all phases

of the project. These measures will be applied and constitute measures of the quality assurance and sustainable achievements of the program.

3. *Project Management*

The PMT shall assist in the coordination of the overall management of the Program, advise the County's designated representative of any potential delays and their projected cause, and recommend procedures and/or alternatives to mitigate or overcome such problems.

4. *Schedule and Planning System*

The PMT shall develop a detailed critical path schedule for project tracking and management assisting in recovery schedules when necessary; and maintain a computerized program information system using Microsoft and/or Primavera computer software that integrates the Program scope by task, budget, schedule control, and resource allocation functions. The system shall be capable of producing a master schedule incorporating each Program element using critical path methodology.

The PMT shall advise the County's designated representative of potential delays and recommend steps and alternatives to mitigate such delays. The PMT shall submit a draft report identifying the proposed system, and its capabilities to the County. The PMT shall make those modifications as requested by the County, modify the report, and submit it as final, prior to implementing the system.

5. *Cost and Budget Control System*

The PMT shall provide and maintain a financial planning and control system that is integrated with the Schedule and Planning System. This system shall have the capability of monitoring actual costs versus budgeted costs, for each element, through each phase of the Program. This system must have the ability to forecast costs as Program elements are defined and developed. The system shall have the capability to produce schedule forecasts, earned-value analysis and simulations capable of depicting "what if" scenarios.

The PMT shall submit a draft report identifying the proposed system and its capabilities to the County. The PMT shall make modifications as requested by the County and County staff prior to implementing the system.

6. *Cost Management & Estimating*

The PMT shall implement and maintain cost management procedures for the County throughout the Design Phase. The PMT is responsible for all cost estimating services, and will prepare and submit construction cost estimates with submission of the documents for Schematic Design, Design Development and 100% Construction Documents.

The PMT in conjunction with the County, shall review the cost estimate provided at each of these phases and evaluate it for conformance with the established Project budget.

The PMT shall provide a written report of its findings along with each estimate and, as needed, shall conduct cost adjustment sessions with the Architect and County. These cost adjustment sessions shall be utilized to address technical errors or omissions in the estimates, and if required, to suggest and review design modifications needed to maintain cost control on the Project. At the conclusion of these sessions, the PMT, as needed and in conjunction with the County, shall direct the Architect to make adjustments in the documents to achieve the cost objectives.

When design or programmatic changes with an effect on the budget are made and approved by the County, the PMT shall work with the County and Architect to determine the cost impact, and issue a revised construction project budget. Such revisions shall be confirmed in writing by the County, and shall result in a corresponding revision to the Fixed Limit of Construction Cost to which the Architect is held by its agreement.

If requested by the County during the Design Phase, the PMT shall provide value analysis studies of the major construction components such as the mechanical system, exterior envelope, structural system, roofing system, or power/lighting system. These value analysis studies shall be prepared in report form and submitted to the County and Architect.

7. *Program Reviews and Reporting*

The PMT shall schedule regular Program Review Status meetings, and assist and advise the County's designated representative in conducting such meetings. The PMT shall also prepare reports on a regular basis on the overall schedule and budget status of the Program.

8. *Third Party Coordination*

At the request of the County's designated representative the PMT shall assist in the coordinating efforts and elements of the Program as required.

9. *Public Relations Communications*

Coordinate, prepare and develop content the communications strategy and which will include but not be limited to establishing an electronic web portal providing executive summaries, project overviews, schematic drawings and illustrations etc. of the program; on site informational displays; public forums etc.

Task C – Program Development

1. *Develop Integrated Program*

The PMT shall prepare a detailed scope of work for all Library Master Plan activities as requested by the County's designated representative. This shall include a detailed phasing plan that addresses the interactions of all County design/construction activities and components (including consultants, contractors, vendors, suppliers and their respective implementation activities). This phasing plan shall reflect all operational and scheduling requirements.

2. *On-going review of Concept Design Development*

The PMT shall review the conceptual design development for various projects under the Program, based upon specified functional criteria and County requirements.

3. *Program Oversight*

The PMT shall monitor and review the panning and design activities for the Program. This shall include oversight of the activities of all parties, identify critical issues and recommend to the County's designated representative specific solutions to address those issues in order to maintain the Program schedule and budget.

4. *Program Management*

The PMT shall provide qualified Project Managers to be assigned to specific

projects as required by the County. Project Managers will be responsible for insuring the coordination of all services required to plan, design and construct the project in accordance with the budget and schedule.

Task D – Technical Analysis/Support

1. *Special Study Tasks* – The PMT shall develop and support additional data gathering efforts and special studies including but not limited to: utility infrastructure, space planning, and others upon request.

2. *Environmental Issues* - The PMT shall assist in the coordination and oversight of any environmental assessment or impact statement efforts required for the Program, as requested by the County. The PMT shall develop a program and schedule for obtaining all regulatory permits and approval including environmental permits and land use approvals from all relevant local agencies.

3. *Sustainable Design and Life Cycle Energy Modeling*

   The PMT shall develop and integrate an approach to incorporate life cycle energy modeling within the architectural and engineering design phase of the project and make recommendations to establish sustainable design approach, and technologies.

Task E – Project Design Coordination/Management

1. Develop, release and coordinate the selection of all external consultants, such as architectural, design and engineering firms for the various program components.

2. Review and negotiate design services and construction contracts

3. Manage multiple design consultants - most consisting of teams of architects, engineers and landscape architects.

4. Establish work scopes and schedules for individual projects.

5. Assist the County in selecting the most cost effective design alternatives.

6. Monitor design documents during the design phases and verify progress status.

7. Develop and implement procedures for responding to Request for Information (RFI).

8. The PMT will assume responsibility to coordinate, track and expedite submittals, and requests for information between the design consultants and construction contractors as required and coordinate construction testing as required.

9. Develop the Programs Project Construction Plan

10. Prepare and implement a comprehensive Quality Assurance Program for all projects.

11. Develop a system for tracking payment requests from consultants.

12. Maintaining a document tracking and control system.

13. Assist the County in project post-occupancy and close-out activities.

Task F – Pre-Design Phase Services

1. For Project sites yet to be acquired, the PMT shall assist the County in investigative analyses of potential sites. This assistance will include coordination and review of site surveys, environmental assessments, and geotechnical assessments; evaluation of potential layouts; evaluation of utility locations; and evaluation of improvement costs relative to the suitability of the proposed sites. These analyses shall be in the form of written reports to the County.

2. The PMT shall review the County's project budget and cost estimates in light of the local construction market, Project program requirements, site opportunities or constraints, and historical cost data on the County's similar projects; and shall furnish a report on the Project budget and scope, said report to include any recommendations for budget or scope modifications.

3. The PMT, in conjunction with the County, shall develop Design Phase schedules, as well as procedures and report formats to provide the basis for communication between the Architect, Program Manager and County.

4. The PMT shall assist the County in preparing Requests for Proposals and Work Authorizations for the County's Architects. This assistance shall include compiling and presenting information on the Project parameters - - schedule, budget, program requirements, site conditions, and other physical and/or administrative requirements - - that are needed by the Architect to prepare its proposal for services. The PMT also shall assist the County in review of said proposals.

5. Feasibility studies on proposed projects, including but not limited to studies of clients' needs, analysis of conditions or method of operation, development of alternative concepts.

6. Schematic design, design development of building projects.

7. The PMT will coordinate the programming activities to be undertaken by the Programming, Architectural/interior and Engineering, and I.T. teams, which is to culminate in the production of a Library Program Design Guide.

   The Program Design Guide is to incorporate and expand upon the following;

   - Mission statement, goals and vision for the Library Program.
   - Social, environmental, technical goals and objectives that embrace the spirit creating community based knowledge resources.
   - Site design guidelines that encompass automobile, pedestrian, green spaces and social landscapes.
   - Technological flexibility for rapidly evolving educational and social spaces.
   - Economical, efficient, energy-efficient, durable, comfortable, secure, attractive environment.
   - Signage, furniture, space planning, lighting, HVAC, circulation standards that will inform a comprehensive approach to architectural design and interior space planning.
   - Documentation standards and requirements for the project, specific to electronic resources, standards, and graphics.
   - Function and flexible Space Planning concepts which enable effective and open organizations for partnering, communication, teamwork for all public and service areas.
   - Identify project priorities, and policies.

8. The PMT will coordinate the scope of the design services which should at a minimum include, but is not necessarily limited to, the items outlined below: furniture, technology, and equipment, signage standards and source lists for the program. The Scope of design services should at a minimum include, but not necessarily limited to , the items outlined below:

   - Architectural Programming/Cost Model
   - Existing Site Conditions Analyses
   - Measured Drawings of Existing Site Conditions
   - Schematic Design
   - Design Development

- Space Planning
- Landscape Design
- Structural Design
- Construction Documents
- Mechanical, Electrical, and Plumbing, Fire Protection and Communication Systems Design services
- Electrical Fault Current Studies
- Mechanical Load Studies
- Interior Design/Furnishings and Equipment Selection
- A/V & Acoustical Design
- Signage/ Graphics/ Art
- Code review and compliance
- Computer Modeled Energy Analyses
- Value Analyses, Life Cycle Cost Analyses

9. The PMT will coordinate all meetings, and correspondence related to verification of the Program goals and objectives, organizational frameworks for the program components, design directions, and quality performance measures for the project.

10. The following is a partial list of major design parameters:

    a. Provide a design that reflects the mission and vision of the Program, and the goals of the Library Program master plan.

    b. Provide design guidelines that accommodate and balance the Program requirements and needs, complies with the current code requirements.

    c. Define the quality of the architectural, interior, structural building, envelope and building systems.

11. Manage all design consultants to create an efficient design with maximum usable space, and a facility that is functional sensitive and aesthetically pleasing, and embracing of local community values and programmatic aims.

Task G - LEED Administration

1. The Program Manager shall provide LEED Administration services for these projects, from initial planning to final USGBC award of a LEED rating. The scope of services varies depending on the project/ building and LEED certification level sought. The PMT designated LEED Administrator will guide and manage all project teams throughout the entire process.

- Review the design for LEED certification feasibility.
- Identify the appropriate LEED rating system and target level of certification.
- Integrate and consider into overall County sustainability objectives
- Register your LEED project with the U.S. Green Building Council
- Manage the LEED Online process.
- Identify prerequisites and credits the project has achieved and clarify what needs to be done where non compliance is an issue.
- Help the team establish environmental goals and identify LEED credits to target.
- Identify and outline what needs to be done for additional credits.
- Identify Innovation in Design Credits.
- Create a task matrix that identifies key players and their responsibilities as relates to LEED design and certification.
- Track the project's progress toward goals and keep the team on course.
- Assist the team in how to use LEED Online and how to prepare submittals.
- Facilitate integrated design meetings on specific topics such as energy or water efficiency and suggest credit synergies and strategies.
- Research specific questions, materials or strategies to determine viable options for LEED credit compliance.
- Manage timelines, gather documentation and review the team's work for completeness before sending in the final submission to the USGBC.
- Draft the Request for Proposals and assist in the selection of a commissioning agent.
- Work with the General Contractor and his Sub-Contractors to ensure compliance with LEED credit requirements.
- Write and submit any needed Credit Interpretation Requests to the USGBC to answer specific project questions.
- Coordinate the team to answer any USGBC audit questions and any follow up on credits that are appealed.

Task H – Public Outreach Services

1. The PMT shall assist the County staff in developing public information and community outreach programs for local officials and the local community during all phases of the Program. Possible tasks include: developing, designing, producing and distributing printed materials; creating displays and presentations; setting up public forums and other special events; participating in briefing sessions and establishing and maintaining computerized files documenting all public outreach efforts.

2. The PMT shall assist in responding to inquiries and comments from the general public, community groups, local elected and appointed officials as well as establish a file of all correspondence relating to such inquiries and comments.

3. The PMT shall develop a monthly status report of the Program acceptable to the County for the Board of Commissioners and Library Board.

Task I – Equal Business Opportunity Program Assistance

1. The PMT shall assist the County's Department of Purchasing & Contract Compliance with coordinating outreach efforts that will maximize Minority Business Enterprise (MBE) and Female Business Enterprise (FBE), and University Student-internship participation.

2. The PMT shall assist the Department of Purchasing & Contract Compliance in contract packaging strategies that will maximize MBE and FBE participation.

3. Assist the Department of Purchasing & Contract Compliance with monitoring projects by conducting random site visits to ensure MBE and FBE participation.

4. Assist the Department of Purchasing & Contract Compliance with analyzing MBE and FBE utilization reports to ensure consultants are meeting their MBE and FBE participation commitments.

5. Assist the Department of Purchasing & Contract Compliance with compiling MBE and FBE participation data for monthly and annual reports regarding the Program.

3.5 SCOPE OF SERVICES TO BE PROVIDED BY OTHERS

The County will obtain services, under separate contracts, of a variety of consultant resources and services including, but not limited to the following:

- Architectural and Engineering firms to provide design and engineering services for the Program.
- Library Programming Consultant
- Security Systems
- Audio- Visual and Acoustic consultants
- Construction Management services for the Program to include construction field supervision and inspection services.
- Testing and Quality Assurance/Quality Control services as required to insure the integrity of the design and construction for the Program.
- Environmental Consultants
- Land Acquisition

The PMT will assist the County in providing schedules, project controls, coordination of technical work, and management oversight of these Consultant teams, as requested.

3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Describe your process for efficiently resolving issues and maintaining the project commitments while working collaboratively with the GSD/LIB/PMO teams and others as applicable.
- A brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
- Provide a statement of your definition of your firm's proposed overall role in this project, your anticipated level of management responsibility and accountability for project concerns.
- Provide a statement of interest for the project including a narrative describing the Proposer's unique qualifications to manage and implement the County's Library Master Plan Program.
- Provide a statement on the availability and commitment of the Proposer's assigned principal(s) and professionals to undertake the project.
- Name, address, email address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – Program Management Plan

The Proposer shall provide an organizing framework of approach and detailed description of the Proposers strategic methodology to establish and carry out the Program Management Plan broken out by phase to accomplish the County's objectives. The County will evaluate the comprehensiveness of the approach and understanding of the project, comprehensiveness of the program strategy and methodology, resources and personnel committed to perform services.

The Proposer shall prepare a detailed management plan outlining the methods and means to be used by the Proposer to implement the scope of services including an outline of task follow-up and reporting mechanisms.

The Proposer shall provide a proposed Design Plan timeline covering the scope of design, and a detailed work plan for the project. Each milestone must include the detailed steps describing the tasks to be done. It is critical to note the concurrent nature of projects, and individual design response required for each project.

1. Describe the comprehensive conceptual plan for services for the progam that should include the proposed methodologies, and techniques for all aspects of program management. Schematically outline your proposed implementation method, and methods for management of programs with phased or delayed funding.

2. Describe your Team's management philosophy, methodology, and its process for integrating institutional standards into programming and projects and approach to providing dedicated team leadership to ensure total client satisfaction and project success.

3. Describe any innovative management approaches that your Team will implement to advance the Programs objectives and goals.

4. Describe your Team's quality assurance program explaining the method to be used and how the Team will maintain quality control during all phases of planning, programming and project management. Provide specific examples of how these techniques or procedures were used for any three (3) of the projects listed as references. Include any demonstrated technical competence and management qualifications with library programming and specific library projects.

5. Describe how Life Cycle expectations and costing will be established and developed through this project?

6. Describe your strategy to establishing LEED Administration for the program?

7. Discuss your method of working with the Contractor as a team member to deliver a Guaranteed Maximum Price (GMP) and to maintain the GMP throughout the design and construction process.

8. Describe your estimating capacity and methods. How do you develop cost estimates and how often are they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved.

9. Describe how your Team will develop and maintain work schedules to coordinate with the Owner's Programming schedule. Provide examples of how these techniques were used.

10. Describe the types of reports, monitoring systems and information management systems and software your Team will use in the management of projects, project phasing and development of the Programs Database.

11. Describe your Team's approach to assuring timely completion of projects, including methods you will use for schedule recovery.

12. Describe how your team will establish Dispute/Claims avoidance and resolution for the program.

13. Please describe your firms' capabilities and experience with representing Owners in resolving disputes on projects and negotiating claim settlements.

14. Describe how your Team will track Owner input and review comments on projects to confirm that the Owner's concerns have been addressed. How will your Team track responses and provide responses to Owner's comments.

15. Describe how your Team will incorporate each community's unique requirements for the facility in their community.

16. Describe how your Team will coordinate the internal and external communications strategy and identify key strategic elements of the plan.

17. Describe how your Team will coordinate and manage communication processes. How will cooperative relationships between the PMT, County Staff and other consultants (e.g., architect & engineers/designers, construction managers) be established and maintained. Describe process that will ensure that necessary communications will occur and that pertinent project information will be distributed to affected individuals to ensure that they are informed and appropriately involved.

18. Discuss how your Team will structure joint ventures/partnerships to incorporate and encourage Minority and Female Business Enterprise participation into the Program.

Section 3 – Qualifications of Key Personnel

The Proposer shall provide detailed information for the proposed Program Management Team.

1. Provide resumes for all proposed personnel of the Program Management Team for the following positions:

- Program Manager
- Assistant Program Manager
- Project Manager/Director
- Project Controls Manager
- Chief Estimator
- Chief Scheduler
- Scheduler
- Administrative/Clerical
- Safety Coordinator
- Quality Assurance Coordinator

2. The resumes should be limited to no more than three (3) pages per person and be organized according to the following:

    - Name and Title
    - Professional Background
    - Current and Past Relevant Employment
    - Education
    - Certifications
    - List of Relevant Experience
        - Client Name
        - Project Name
        - Project Description
        - Role of the Individual
        - Project Start and Completion Date
        - Reference Contact Information (Name, phone number and email address)

3. The experience and past performance of the proposed Program Manager on similar programs/projects, including such factors as control of costs, quality of work, and ability to meet schedules.

4. Demonstrated ability to effectively manage and operate in a multi-company, integrated team environment (show the multiple-teams in your listed projects).

5. Provide information demonstrating success at managing large, complex, multi-project, multi-site programs.

6. Demonstrate ability to work with an integrated team of client and consultant staff with transition to a full client trained team.

Section 4 – Experience/Organization of Project Team

1. Introduction of Proposed Professional Team:

    a. Provide a narrative description of the Team, and all proposed sub-consultants.

    b. Provide a narrative description of the role assigned to the Team Members and all proposed sub-consultants.

    c. Provide an organization chart of the proposed team for this Project indicating the role each proposed Team member will fulfill. Specifically name the proposed Program Manager. Submission of these names constitutes a commitment to use these individuals if the Team is selected.

    d. In the event that key Team members must be replaced during the course of the Program, describe your back-up personnel plan.

2. Submit an experience matrix for the Team and proposed sub-consultants. This matrix should describe exactly the type of work each Team member has performed in the past five (5) years on projects of comparable scope and nature to the County's project. It is not sufficient to simply identify names of projects, or indicate an association with a project.

Section 5 – Relevant Project Experience

Identify three to five (3-5) Capital Improvement Programs consisting of multiple projects with a total combined construction value of at least $100 million dollars that the members of the PMT managed during the past ten (10) calendar years. Limit your response to one (1) page per program; please provide the following information for each program:

1. The name of the program, the owner, year performed and the project location.

2. A description of the program, size, budget, timing.

3. The date of major project milestones including the date of completion and the date on which each milestone was actually achieved. Explain the reason(s) for any significant schedule discrepancies.

4. The original program management contract amount and the actual sum paid. Explain the reason(s) for any significant differences.

5. The original construction contract amount and the actual sum paid. Explain the reason(s) for any significant differences.

6. A reference, including a contact name, email address and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 6 – Proposer Financial Information

The Proposers financial documentation and statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements. The following documentation and statements are required in order to determine financial responsibility of the Proposer. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime PMT.

(1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.

(2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.

(3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

Section 7 - Availability of Key Personnel

(1) Percentage of time key personnel will spend on this project

(2) Current workload of key personnel

(3) Identify the key contact personnel for the project who will work in the PMT Program Office.

Section 8 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 9 – Location of Firm

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

1. Copy of occupational tax certificate (business license);

2. Copy of a lease or rental agreement;

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

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

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

Section 10 – Cost

The Proposer shall submit its proposed Hourly Rates in the format established in Section 3.7 Cost Proposal Format and Content, Exhibit 2 of this RFP for each employee classification. Hourly rates shall be fully burdened billing rates to include profit and multiplier, at the prime and sub-consultant levels. Separate markups for sub-consultant labor will not be allowed.

Hourly rates shall be provided for each of the initial three (3) years. Identify the proposed annual escalation of rates, Consumer Pricing Index, by percentage. Hourly rates will be negotiated with the selected Proposer based on its proposal and the County's analysis of the hourly rates submitted by all Proposers.

Provide a formal written job description for each of the employee classifications identified on Exhibit 2.

Reimbursable expenses are in addition to compensation for PMT services and shall include actual and reasonable expenses incurred by the PMT, its employees solely and directly in connection with the performance of PMT services for the following:

- Transportation incurred is not reimbursable unless expressly approved by the Owner in advance.
- Reproductions, printing, binding, collating and handling of reports, drawings, specifications or other project related work product as directed by the Owner Representative Team.
- Shipping, mailing of all reports, drawings, specifications, and other project related work product as directed by the Owner Representative Team.

Cost will be evaluated for each respondent using the rates requested in Exhibit 2, Section 3.7 of this RFP. The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 10, the total points allowed for cost. The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost X Points allocated for cost in RFP = Cost proposal score

3.7 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:

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided in Exhibit 2

EXHIBIT 2

DIRECT PAYROLL HOURLY RATES SCHEDULE

Employee Classification*		Rate Per Hour
1.	Program Manager	$_____
2.	Assistant Program Manager	$_____
3.	Project Manager/Director	$_____
4.	Project Controls Manager	$_____
5.	Chief Estimator	$_____
6.	Chief Scheduler	$_____
7.	Scheduler	$_____
8.	Administrative/Clerical	$_____
9.	Safety Coordinator	$_____
10.	Quality Assurance Coordinator	$_____

Please provide a table/chart that includes the following:

- Employee Classification
- Base Rate Per Hour
- Multiplier
- Profit
- Actual Billing Rate for each employee classification

Reimbursable

SECTION 4
EVALUATION CRITERIA

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

Evaluation Criteria	Weight
Executive Summary	**5 points**
Program Management Plan	**25 points**
Qualifications of Key Personnel	**10 points**
Experience/Organization of Project Team	**15 points**
Relevant Project Experience	**10 points**
Financial Responsibility	**5 points**
Disclosure Form and Questionnaire	**5 points**
Availability of Key Personnel	**5 points**
Location of Firm	**10 points**
Cost	**10 points**
TOTAL POINTS	**100 points**

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.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

5.2 PROPOSAL FORMS DESCRIPTION

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

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit of Bidder/Offeror

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

5.2.4 Disclosure Form and Questionnaire

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

5.2.5 Declaration of Employee-Number Categories

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

5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

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

5.2.7 Georgia Security and Immigration Subcontractor Affidavit

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

FORM A: CERTIFICATION REGARDING DEBARMENT

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

DEBARMENT ORDINANCE

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

(a) ***Authority to suspend.***

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

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

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

2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

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

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

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

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

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

    d. Falsification of any documents.

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

ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority
Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your 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 _____, 2010

_____

(Legal Name of Proponent) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such 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 _____,2010.

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM C: **CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

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

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

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

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your 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 Offeror. If any answer is yes, explain fully the following:

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

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

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

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

   Circle One: YES NO

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

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

identifying the exhibit and its relevant text.

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the 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 _____, 2010

_____
(Legal Name of Proponent) (Date)

_____
(Signature of Authorized Representative) (Date)

_____
(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2010

_____
(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

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

☐ 500 or more employees

☐ 100 or more employees

☐ fewer than 100 employees

Organization Name: _____

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

Signed: _____

Printed: _____

Title: _____

Date: _____

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

_____
EEV/Basic Pilot Program* User Identification Number

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

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____,2010.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

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

_____
EEV/Basic Pilot Program* User Identification Number

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

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____,2010.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton

County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ _____
Title Firm Name

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

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

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

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

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

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

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

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

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

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

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer:_____

RFP Number:_____

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

_____

_____

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

   _____
   _____

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

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

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

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

SUBCONTRATOR NAME:_____
ADDRESS:_____

_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____

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

SUBCONTRATOR NAME:_____
ADDRESS:_____

_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____

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

SUBCONTRATOR NAME:_____
ADDRESS:_____

_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____

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

SUBCONTRATOR NAME:_____
ADDRESS:_____

_____
PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____

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

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

Total Dollar Value of Subcontractor Agreements: ($)

Total Percentage Value: (%)

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

Signature:_____ **Title:**_____

Firm or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

EXHIBIT D

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

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)

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

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

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

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____:

County of_____:

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____ _____
(Signature) *(Printed Name)*
Nortary: _____ **Date:** _____
My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612- 6300, for further assistance.

Insurance and Risk Management Provisions
Consulting Services

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). 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	$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	$100,000

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	$1,000,000 $2,000,000
Products\Completed Operation	Aggregate Limit	$2,000,000
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. **UMBRELLA LIABILITY**

(In excess of above noted coverages) Each Occurrence $1,000,000

5. **PROFESSIONAL LIABILITY** SEE BELOW (Scale)

Contract Value – Under $5,000,000	Per Claim/Aggregate	$1,000,000/$2,000,000
Contract Value - $5,000,000 - $10,000,000	Per Claim/Aggregate	$2,000,000/$4,000,000
Contract Value – Over $10,000,000	TO BE DETERMINED (TBD)	

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) 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. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

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 **must** identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

Important:

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

USE OF PREMISES

Contractor/Vendor 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/Vendor 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/Vendor 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/Vendor 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 t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8
SAMPLE CONTRACT

SAMPLE CONTRACT

FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

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

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

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CONTRACT AGREEMENT

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

Contract No.: ***[Insert Project Number and Title]***

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

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

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

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

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

WITNESSETH

WHEREAS, County through its ***[Insert User Department Name]*** hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Consultant to perform ***[Insert project description/services to be provided***, hereinafter, referred to as the **"Project"**.

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

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

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

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

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

ARTICLE 2. SEVERABILITY

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

ARTICLE 3. DESCRIPTION OF PROJECT:

County and Consultant agree the Project is to perform ***[Insert project description]***. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF SERVICES

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

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 7. **MODIFICATIONS**

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

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 10. **COMPENSATION**

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

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. **SUSPENSION OF WORK**

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

1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

3) Take any other reasonable steps to minimize costs associated with the suspension.

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

ARTICLE 13. **DISPUTES**

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

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

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

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

(3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

(4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all

copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

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

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

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 16. WAIVER OF BREACH

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

ARTICLE 17. INDEPENDENT CONTRACTOR

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

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

None of the work or services covered by this Agreement shall be transferred, assigned, or

subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

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

ARTICLE 22. **INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused

by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

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

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

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

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

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

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

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

ARTICLE 26. **INSURANCE**

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

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

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

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]
[Insert User Department Address
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Facsimile: (404) 893-6273
Attention:

Notices to Consultant shall be addressed as follows:

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

ARTICLE 35. **JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

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

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

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

ARTICLE 37. **FORCE MAJEURE**

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

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

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

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a

certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

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

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

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

[Insert User Department Representative Position for project]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

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

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

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

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

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

ARTICLE 41. **NON-APPROPRIATION**

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

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

ARTICLE 42. **WAGE CLAUSE**

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

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

OWNER:

FULTON COUNTY, GEORGIA

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name
Insert Department Head Title]

CONSULTANT:

[Insert Consultant COMPANY NAME]

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

SECTION 9
EXHIBITS

EXHIBIT 1

The following submittals shall be completed and submitted with each proposal (see attached table "Required Proposal Submittal Check List."). **Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.**

EXHIBIT 1

Respondent Name: _____

Item #	Required Bid Submittal Check List	Check ( ) (if applicable)	Check ( ) (completed)
1	One (1) Proposal marked **"Original"**, _____( ) CD's		
2	Technical Proposal		
3	Cost Proposal (submitted in a separate sealed envelope)		
4	Financial Information (submitted in a separate sealed envelope)		
5	Acknowledgement of each Addendum		
6	Technical Evaluation Factors Executive Summary Program Management Plan Qualifications of Key Personnel Experience/Organization of Project Team Relevant Project Experience Financial Responsibility Disclosure Form & Questionnaire Availability of Key Personnel Location of Firm		
7	Financial Information (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 last the last annual report. (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.		
8	Cost Proposal (1) Introduction (2) Exhibit 2 – Employee Classification (3) Position Descriptions		
9	Purchasing Forms Form A - Certificate Regarding Debarment Form B - Non-Collusion Affidavit of Bidder/Offeror Form C - Certificate of Acceptance of Request for Proposal requirements Form D - Disclosure Form & Questionnaire Form E - Declaration of Employee-Number Categories Form F - Georgia Security and Immigration Contractor Affidavit and Agreement		

	Form G – Georgia Security and Immigration Subcontractor Affidavit		
10	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)		
11	Risk Management Insurance Provisions Form		

EXHIBIT 2

DIRECT PAYROLL HOURLY RATES SCHEDULE

Employee Classification*		Rate Per Hour
1.	Program Manager	$_____
2.	Assistant Program Manager	$_____
3.	Project Manager/Director	$_____
4.	Project Controls Manager	$_____
5.	Chief Estimator	$_____
6.	Chief Scheduler	$_____
7.	Scheduler	$_____
8.	Administrative/Clerical	$_____
9.	Safety Coordinator	$_____
10.	Quality Assurance Coordinator	$_____

Please provide a table/chart that includes the following:

- Employee Classification
- Base Rate Per Hour
- Multiplier
- Profit
- Actual Billing Rate for each employee classification

Reimbursable

EXHIBIT 3

Atlanta-Fulton Public Library System, Facility Master Plan Cost Information, 2008

ATLANTA-FULTON PUBLIC LIBRARY SYSTEM

Facility Master Plan
Cost Information
2008

Atlanta-Fulton Public Library System
Facility Master Plan
Cost Information
2008

1. Overview
2. Bond Issue/Debt Service
3. New Libraries
4. Renovation & Expansion
5. Renovations
6. Demolitions
7. Market Analysis

FULTON COUNTY

Section 1

Library Master Plan Overview

FULTON COUNTY

INTEROFFICE MEMORANDUM

TO: Board of Commissioners

THRU: Zachary Williams, County Manager

FROM: John F. Szabo, Director

COPY: Ruth Jones, Interim Deputy County Manager
Larry Ramsey, Interim County Attorney
Patrick O'Connor, Director, Finance Dept.
Willie Hopkins, Director, General Services Dept.

DATE: May 13, 2008

SUBJECT: Library Facility Master Plan: Capital and Operational Cost Information and Timeline for Potential Bond Referendum

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Following your March 19, 2008 approval of the scope of the Library's Facility Master Plan, you directed staff to return with cost information. General Services and Library staff have been working on developing this data and the attachments reflect the costs associated with implementation of the Plan.

The capital costs include: construction, land acquisition, site work, architectural and engineering fees, project management/construction management, fixtures, furnishings, equipment, library collections, public art, tree funds, moving costs where applicable, contingencies, and other costs as indicated in the summaries. Costs associated with LEED Silver (green building) construction have also been included for all new library projects and are listed separately within each project budget. The proposed plan envisions two five-year phases. As recommended by the Library Board of Trustees, all new libraries are included in the first phase. Also included are the two expansions. The attached cost estimates assume the remaining renovations of existing facilities would be in the second phase. Calculations for the potential bond issue/debt service project 2010 construction costs for the new libraries and renovations.

Also attached is operational cost information for new and expanded libraries, as well as the timeline (prepared by April Pye, Registration & Elections) leading up to a potential November 4, 2008 bond referendum.

John F. Szabo, Director
One Margaret Mitchell Square, Atlanta, Georgia 30303-1089
(404) 730-1972, Fax (404) 730-1990

Please let me or my colleagues above know if you have questions or need additional information.

Thank you.

JFS/cmt/zrc
Attachments

ATLANTA-FULTON PUBLIC LIBRARY SYSTEM
FACILITY MASTER PLAN

SUMMARY OF ESTIMATED OPERATING COSTS FOR NEW AND EXPANDED LIBRARIES

LOCATION	FACILITY SQ. FT.	SUMMARY COST
Alpharetta	25,000	$ 1,358,453
Milton	25,000	$ 1,358,453
Northwest Atlanta	25,000	$ 1,358,453
Stewart-Lakewood	25,000	$ 1,358,453
Wolf Creek	25,000	$ 1,358,453
East Roswell	15,000	$ 996,310
Southeast Atlanta	15,000	$ 996,310
Chattahoochee Hills	10,000	$ 837,365
South Fulton	25,000	$ 1,358,453
Auburn Avenue Research*		$ 983,574
Total		**$ 11,964,277**

Additional funds required taking into account existing libraries' operating costs	**$ 8,035,270**

*Reflects additional operational costs.

LIBRARY BOND REFERENDUM NOVEMBER ELECTION

This information is provided in response to an inquiry as to the deadline for submission of information for a bond referendum special election. Below is a tentative timeline for a Special Election to be held November 4, 2008. This timeline is prepared in accordance with the Georgia Election Code and is subject to the approval of the Fulton County Board of Registration and Elections

DATE	ACTION	JUSTIFICATION
July 16	Board of Commissioners approve bond referendum	
No later than August 12	Board of Registration and Elections adopt resolution calling special election	21-2-540d
No later than August 13	Registration and Elections forward the Call and Notice of Election to the County Attorney for submission to USJD for pre-clearance	Section 5 of the Federal Voting Rights Act 51.12-15:19
September 11, September 18, September 25, October 2	Registration and Elections publish resolution (once a week for four weeks).	O.C.G.A. § 21-2-45. Public notice shall be published at least 30 days prior to the election.
November 4, 2008	Special Election Date November General Election	21-2-540(c)(1)(B)

Section 2

Bond/Issue Debt Service

Financial parameters of proposed 2009 Library General Obligation bonds

	avg. interest rate 4.85% 30 year maturity	avg. interest rate 4.54% 20 year maturity
Total size of Phase I bond issue	$ 160,375,000	159,690,000
Expected premium to be received on issuance	6,652,510	7,029,896
Total bond issuance costs, including underwriter	(2,477,510)	(2,169,896)
Total expected proceeds for projects	164,550,000	164,550,000
Annual Debt service on Phase I borrowings	10,222,750	12,303,125
Bond millage rate estimated necessary to finance annual library bond debt service-Phase I	0.1882	0.2265
Total size of Phase II bond issue	$ 58,275,000	$ 57,985,000
Expected premium to be received on issuance	1,393,028	1,522,672
Total bond issuance costs, including underwriter	(1,168,028)	(1,007,672)
Total expected proceeds for projects	58,500,000	58,500,000
Annual Debt service on Phase I & II borrowings	13,160,913	15,057,176
Bond millage rate estimated necessary 2011 & beyond to finance annual library bond debt service-Phase I & II	0.2485	0.2843
Bond Fund		
2009 estimated value of 1 mil	54,313,204	54,313,204
2010 estimated value of 1 mil	53,642,063	53,642,063
2011 estimated value of 1 mil	52,961,195	52,961,195
2012 estimated value of 1 mil	52,961,195	52,961,195
2013 estimated value of 1 mil	52,961,195	52,961,195
General Fund		
2009 estimated value of 1 mil	49,234,791	49,234,791
2010 estimated value of 1 mil	48,563,650	48,563,650
2011 estimated value of 1 mil	47,882,783	47,882,783
2012 estimated value of 1 mil	47,882,783	47,882,783
2013 estimated value of 1 mil	47,882,783	47,882,783

Estimated Operating Impact	Costs	Millage Impact
2009	2,000,000	0.041
2010	4,000,000	0.082
2011	8,000,000	0.167

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Section 3

New Libraries

Total Project Budget for Recommended Libraries
New Libraries Proposed 2010 Budget

New Libraries	GSF	Total Project Budgets
Milton	25,000	$19,129,976
Southeast Atlanta	15,000	$10,411,662
Chattahoochee Hills	10,000	$7,266,827
East Roswell	15,000	$10,900,240
Northwest Atlanta	25,000	$21,132,146
Stewart-Lakewood	25,000	$21,449,943
Alpharetta	25,000	$24,732,476
Wolf Creek	25,000	$18,167,067
Total Project Budget	**165,000**	**$133,355,337**

Milton Library
New Library Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Militon		25,000	$308	$7,700,000
		Sub-Total	25,000		**$7,700,000**
B.	Fixed Equipment	14% of A			$1,078,000
C.	**Site Development Cost**				
	Parking Spaces		125	$1,320	$165,000
D.	Escalation	5.5% of A+B+C			$491,865
E.	**Sub-Total Construction Budget**				**$9,434,865**
F.	FF&E Moveable Equipment	15% of E			$1,415,230
G.	Professional Fees	15% of E			$1,415,230
H.	CM/PM	2% of E			$188,697
I.	Contingencies	10% of E+H			$1,085,009
J.	Opening Day Collection Budget	Allowance			$3,750,000
K.	Estimated Land Cost	188,160	5.0	Acres	$940,800
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$8,794,966**
M.	Tree Policy	1% of E & L			$182,298
N.	Public Arts Policy	1% of E & L			$182,298
O.	Commissioning	0.35% of E of L			$63,804
H.	LEED Silver	5% of E			$471,743
P.	**Sub-Total County Policy**				**$900,144**
Q.	**Total Project Budget**				**$19,129,976**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$20,086,474.34
Projected Project Budget for 2012	5% of Q	$21,090,798.05
Projected Project Budget for 2013	5% of Q	$22,145,337.96

Southeast Atlanta Library
New Library Proposed 2010 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Southeast Atlanta	15,000	$308	$4,620,000
	Sub-Total	15,000		**$4,620,000**
B.	Fixed Equipment	14% of A		$646,800
C.	**Site Development Cost**			
	Parking Spaces	75	$1,320	$99,000
D.	Escalation	5.5% of A+B+C		$295,119
E.	**Sub-Total Construction Budget**			**$5,660,919**
F.	FF&E Moveable Equipment	15% of E		$849,138
G.	Professional Fees	15% of E		$849,138
H.	CM/PM	2% of E		$113,218
I.	Contingencies	10% of E+H		$651,006
J.	Opening Day Collection Budget	Allowance		$1,020,000
K.	Estimated Land Cost	250,880	3.0 Acres	$752,640
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$4,235,140**
M.	Tree Policy	1% of E & L		$98,961
N.	Public Arts Policy	1% of E & L		$98,961
O.	Commissioning	0.35% of E of L		$34,636
H.	LEED Silver	5% of E		$283,046
P.	**Sub-Total County Policy**			**$515,603**
Q.	**Total Project Budget**			**$10,411,662**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$10,932,245.20
Projected Project Budget for 2012	5% of Q	$11,478,857.46
Projected Project Budget for 2013	5% of Q	$12,052,800.33

Chattahoochee Hills Library
New Library Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Chattahoochee Hills		10,000	$308	$3,080,000
		Sub-Total	10,000		**$3,080,000**
B.	Fixed Equipment	14% of A			$431,200
C.	**Site Development Cost**				
	Parking Spaces		50	$1,320	$66,000
D.	Escalation	5.5% of A+B+C			$196,746
E.	**Sub-Total Construction Budget**				**$3,773,946**
F.	FF&E Moveable Equipment	15% of E			$566,092
G.	Professional Fees	15% of E			$566,092
H.	CM/PM	2% of E			$75,479
I.	Contingencies	10% of E+H			$434,004
J.	Opening Day Collection Budget	Allowance			$1,500,000
K.	Estimated Land Cost	0.0 Acres			$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$3,141,667**
M.	Tree Policy	1% of E & L			$69,156
N.	Public Arts Policy	1% of E & L			$69,156
O.	Commissioning	0.35% of E of L			$24,205
H.	LEED Silver	5% of E			$188,697
P.	**Sub-Total County Policy**				**$351,214**
Q.	**Total Project Budget**				**$7,266,827**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$7,630,168.04
Projected Project Budget for 2012	5% of Q	$8,011,676.44
Projected Project Budget for 2013	5% of Q	$8,412,260.26

East Roswell Library
New Library Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	East Roswell		15,000	$308	$4,620,000
		Sub-Total	15,000		**$4,620,000**
B.	Fixed Equipment		14% of A		$646,800
C.	**Site Development Cost**				
	Parking Spaces		75	$1,320	$99,000
D.	Escalation		5.5% of A+B+C		$295,119
E.	**Sub-Total Construction Budget**				**$5,660,919**
F.	FF&E Moveable Equipment		15% of E		$849,138
G.	Professional Fees		15% of E		$849,138
H.	CM/PM		2% of E		$113,218
I.	Contingencies		10% of E+H		$651,006
J.	Opening Day Collection Budget		Allowance		$2,250,000
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$4,712,500**
M.	Tree Policy		1% of E & L		$103,734
N.	Public Arts Policy		1% of E & L		$103,734
O.	Commissioning		0.35% of E of L		$36,307
H.	LEED Silver		5% of E		$283,046
P.	**Sub-Total County Policy**				**$526,821**
Q.	**Total Project Budget**				**$10,900,240**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$11,445,252.06
Projected Project Budget for 2012	5% of Q	$12,017,514.66
Projected Project Budget for 2013	5% of Q	$12,618,390.39

Northwest Atlanta Library
New Library Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Northwest Atlanta		25,000	$308	$7,700,000
		Sub-Total	25,000		**$7,700,000**
B.	Fixed Equipment		14% of A		$1,078,000
C.	**Site Development Cost**				
	Parking Spaces		125	$1,320	$165,000
D.	Escalation		5.5% of A+B+C		$491,865
E.	**Sub-Total Construction Budget**				**$9,434,865**
F.	FF&E Moveable Equipment		15% of E		$1,415,230
G.	CM/PM		2% of E		$188,697
H.	Professional Fees		15% of E		$1,415,230
I.	Contingencies		10% of E+H		$1,085,009
J.	Opening Day Collection Budget		Allowance		$375,000
K.	Estimated Land Cost		1,254,400	5.0 Acres	$6,272,000
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$10,751,166**
M.	Tree Policy		1% of E & L		$201,860
N.	Public Arts Policy		1% of E & L		$201,860
O.	Commissioning		0.35% of E of L		$70,651
H.	LEED Silver		5% of E		$471,743
P.	**Sub-Total County Policy**				**$946,115**
Q.	**Total Project Budget**				**$21,132,146**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

	5%	
Projected Project Budget for 2011	5% of Q	$22,188,753.57
Projected Project Budget for 2012	5% of Q	$23,298,191.25
Projected Project Budget for 2013	5% of Q	$24,463,100.81

Stewart -Lakewood
New Library Proposed 2010 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Stewart -Lakewood (Demo is included)	25,000	$308	$7,700,000
	Sub-Total	25,000		**$7,700,000**
B.	Fixed Equipment	14% of A		$1,078,000
C.	**Site Development Cost**			
	Parking Spaces	125	$1,320	$165,000
D.	Escalation	5.5% of A+B+C		$491,865
E.	**Sub-Total Construction Budget**			**$9,434,865**
F.	FF&E Moveable Equipment	15% of E		$1,415,230
G.	Professional Fees	15% of E		$1,415,230
H.	CM/PM	2% of E		$188,697
I.	Contingencies	10% of E+H		$1,085,009
J.	Opening Day Collection Budget	Allowance		$2,250,000
K.	Estimated Land Cost	941,500	5.0 Acres	$4,707,500
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$11,061,666**
M.	Tree Policy	1% of E & L		$204,965
N.	Public Arts Policy	1% of E & L		$204,965
O.	Commissioning	0.35% of E of L		$71,738
H.	LEED Silver	5% of E		$471,743
P.	**Sub-Total County Policy**			**$953,412**
Q.	**Total Project Budget**			**$21,449,943**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$22,522,440.16
Projected Project Budget for 2012	5% of Q	$23,648,562.17
Projected Project Budget for 2013	5% of Q	$24,830,990.28

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Alpharetta
New Library Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Alpharetta		25,000	$308	$7,700,000
		Sub-Total	25,000		**$7,700,000**
B.	Fixed Equipment		14% of A		$1,078,000
C.	**Site Development Cost**				
	Parking Spaces		125	$1,320	$165,000
D.	Escalation		5.5% of A+B+C		$491,865
E.	**Sub-Total Construction Budget**				**$9,434,865**
F.	FF&E Moveable Equipment		15% of E		$1,415,230
G.	Professional Fees		15% of E		$1,415,230
H.	CM/PM		2% of E		$188,697
I.	Contingencies		10% of E+H		$1,085,009
J.	Opening Day Collection Budget		Allowance		$2,250,000
K.	Estimated Land Cost		1,582,933	5.0 Acres	$7,914,665
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$14,268,831**
M.	Tree Policy		1% of E & L		$237,037
N.	Public Arts Policy		1% of E & L		$237,037
O.	Commissioning		0.35% of E of L		$82,963
H.	LEED Silver		5% of E		$471,743
P.	**Sub-Total County Policy**				**$1,028,780**
Q.	**Total Project Budget**				**$24,732,476**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$25,969,100.21
Projected Project Budget for 2012	5% of Q	$27,267,555.22
Projected Project Budget for 2013	5% of Q	$28,630,932.98

Wolf Creek Library
New Library Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Wolf Creek		25,000	$308	$7,700,000
		Sub-Total	25,000		**$7,700,000**
B.	Fixed Equipment	14% of A			$1,078,000
C.	**Site Development Cost**				
	Parking Spaces		125	$1,320	$165,000
D.	Escalation	5.5% of A+B+C			$491,865
E.	**Sub-Total Construction Budget**				**$9,434,865**
F.	FF&E Moveable Equipment	15% of E			$1,415,230
G.	Professional Fees	15% of E			$1,415,230
H.	CM/PM	2% of E			$188,697
I.	Contingencies	10% of E+H			$1,085,009
J.	Opening Day Collection Budget	Allowance			$3,750,000
K.	Estimated Land Cost		Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$7,854,166**
M.	Tree Policy	1% of E & L			$172,890
N.	Public Arts Policy	1% of E & L			$172,890
O.	Commissioning	0.35% of E of L			$60,512
H.	LEED Silver	5% of E			$471,743
P.	**Sub-Total County Policy**				**$878,035**
Q.	**Total Project Budget**				**$18,167,067**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$19,075,420.10
Projected Project Budget for 2012	5% of Q	$20,029,191.10
Projected Project Budget for 2013	5% of Q	$21,030,650.66

Section 4

Renovation & Expansion

Total Project Budget for Recommended Libraries
Renovated and Expanded Libraries Proposed 2010 Budget

New Libraries	GSF	Total Project Budgets
Auburn Avenue	25,000	$24,996,263
S. Fulton	10,000	$8,416,283
Total Project Budget	**35,000**	**$33,412,546**

Auburn Avenue Library
Renovated and Expanded Libraries Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Auburn Avenue		25,000	$490	$12,250,000
		Sub-Total	25,000		**$12,250,000**
B.	Fixed Equipment	14% of A			$1,715,000
C.	**Site Development Cost**				
	Parking Spaces		120	$9,800	$1,176,000
D.	Escalation	5.5% of A+B+C			$832,755
E.	**Sub-Total Construction Budget**				**$15,973,755**
F.	FF&E Moveable Equipment	15% of E			$2,396,063
H.	Professional Fees	15% of E			$2,396,063
G.	PM/CM	2% of E			$319,475
I.	Contingencies	10% of E+H			$1,836,982
a.	Mobilization		$500,000	2	$1,000,000
b.	Lease Space				$500,000
J.	Opening Day Collection Budget		Allowance		
K.	Estimated Land Cost	-	0.0	Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$8,448,583**
M.	Tree Policy	1% of E & L			$244,223
N.	Public Arts Policy	1% of E & L			$244,223
O.	Commissioning	0.35% of E of L			$85,478
P.	**Sub-Total County Policy**				**$573,925**
Q.	**Total Project Budget**				**$24,996,263**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$26,246,076.55
Projected Project Budget for 2012	5% of Q	$27,558,380.37
Projected Project Budget for 2013	5% of Q	$28,936,299.39

S. Fulton Library
Renovated and Expanded Libraries Proposed 2010 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	S. Fulton		10,000	$300	$3,000,000
		Sub-Total	10,000		**$3,000,000**
B.	Fixed Equipment	14% of A			$420,000
C.	**Site Development Cost**				
	Parking Spaces		25	$1,200	$30,000
D.	Escalation	5.5% of A+B+C			$189,750
E.	**Sub-Total Construction Budget**				**$3,639,750**
F.	FF&E Moveable Equipment	15% of E			$545,963
H.	Professional Fees	15% of E			$545,963
G,	PM/CM	2% of E			$72,795
I.	Contingencies	10% of E+H			$418,571
a.	Mobilization	$500,000		2	$1,000,000
b.	Lease Space				$500,000
J.	Opening Day Collection Budget	Allowance			$1,500,000
K.	Estimated Land Cost	-	0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$4,583,291**
M.	Tree Policy	1% of E & L			$82,230
N.	Public Arts Policy	1% of E & L			$82,230
O.	Commissioning	0.35% of E of L			$28,781
P.	**Sub-Total County Policy**				**$193,241**
Q.	**Total Project Budget**				**$8,416,283**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2011	5% of Q	$8,837,096.86
Projected Project Budget for 2012	5% of Q	$9,278,951.70
Projected Project Budget for 2013	5% of Q	$9,742,899.28

Section 5

Renovations

Total Project Budget for Recommended Libraries
Renovated Libraries Proposed 2014 Budget

Renovated Libraries	GSF	Total Project Budgets
Adams Park	7,500	$797,659
Adamsville	10,000	$1,213,693
Buckhead	20,000	$1,926,894
Central	203,116	$34,807,771
Cleveland	8,400	$1,030,013
College Park	7,500	$722,585
Dogwood	6,000	$773,260
East Atlanta	8,000	$120,118
Eastpoint	10,000	$1,144,253
Fairburn	8,100	$1,185,791
Hapeville	5,000	$600,590
Kirkwood	7,500	$739,008
Martin Luther King, Jr.	4,100	$67,870
Mechanicsville	8,000	$278,103
Northeast/ Spruill Oaks	25,000	$2,220,933
Northside	10,000	$1,301,279
Ocee	25,000	$250,246
Peachtree	10,000	$1,051,033
Ponce de Leon	10,000	$1,288,767
Roswell	20,000	$1,351,328
Sandy Springs	25,000	$2,815,268
Southwest	25,000	$2,721,425
Washington	7,500	$825,812
West End	7,500	$882,117
Total Project Budget	**478,216**	**$60,115,817**

Adams Park
Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Adams Park	7,500	$85	$637,500
	Sub-Total	7,500		**$637,500**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$35,063
E.	**Sub-Total Construction Budget**			**$672,563**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$40,354
H.	PM/CM	2% of E		$13,451
I.	Contingencies	10% of E+H		$71,292
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$125,097**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$797,659**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$837,542.08
Projected Project Budget for 2016	5% of Q	$879,419.19
Projected Project Budget for 2017	5% of Q	$923,390.14

Adamsville/ Collier Heights Library
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Adamsville/ Collier		10,000	$97	$970,000
	Sub-Total		10,000		**$970,000**
B.	Fixed Equipment	0% of A			$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation	5.5% of A+B+C			$53,350
E.	**Sub-Total Construction Budget**				**$1,023,350**
F.	FF&E Moveable Equipment	0% of E			$0
G.	Professional Fees	6% of E			$61,401
H.	PM/CM	2% of E			$20,467
I.	Contingencies	10% of E+H			$108,475
J.	Opening Day Collection Budget	Allowance			$0
K.	Estimated Land Cost	-	4.5	Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$190,343**
M.	Tree Policy	0% of E & L			$0
N.	Public Arts Policy	0% of E & L			$0
O.	Commissioning	0.00% of E of L			$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$1,213,693**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,274,377.76
Projected Project Budget for 2016	5% of Q	$1,338,096.64
Projected Project Budget for 2017	5% of Q	$1,405,001.47

Buckhead

Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Buckhead		20,000	$77	$1,540,000
		Sub-Total	20,000		**$1,540,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$84,700
E.	**Sub-Total Construction Budget**				**$1,624,700**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$97,482
H.	PM/CM		2% of E		$32,494
I.	Contingencies		10% of E+H		$172,218
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$302,194**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$1,926,894**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$2,023,238.91
Projected Project Budget for 2016	5% of Q	$2,124,400.86
Projected Project Budget for 2017	5% of Q	$2,230,620.90

Central
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Central (note: deduct 7th, 8th and Aud) (-61,884) 265,000		203,116	$123	$24,881,710
	Sub-Total		203,116		**$24,881,710**
B.	Fixed Equipment	0% of A			$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation	5.5% of A+B+C			$1,368,494
E.	**Sub-Total Construction Budget**				**$26,250,204**
F.	FF&E Moveable Equipment	14% of E			$3,675,029
G.	Professional Fees	6% of E			$1,575,012
H.	PM/CM	2% of E			$525,004
I.	Contingencies	10% of E+H			$2,782,522
J.	Opening Day Collection Budget	Allowance			$0
K.	Estimated Land Cost	-	0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$8,557,567**
M.	Tree Policy	0% of E & L			$0
N.	Public Arts Policy	0% of E & L			$0
O.	Commissioning	0.00% of E of L			$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$34,807,771**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$36,548,159.10
Projected Project Budget for 2016	5% of Q	$38,375,567.05
Projected Project Budget for 2017	5% of Q	$40,294,345.41

Cleveland Avenue
Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Cleveland	8,400	$98	$823,200
	Sub-Total	8,400		**$823,200**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$45,276
E.	**Sub-Total Construction Budget**			**$868,476**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$52,109
H.	PM/CM	2% of E		$17,370
I.	Contingencies	10% of E+H		$92,058
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$161,537**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$1,030,013**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,081,513.16
Projected Project Budget for 2016	5% of Q	$1,135,588.82
Projected Project Budget for 2017	5% of Q	$1,192,368.26

College Park

Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	CollegePark		7,500	$77	$577,500
		Sub-Total	7,500		**$577,500**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$31,763
E.	**Sub-Total Construction Budget**				**$609,263**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$36,556
H.	PM/CM		2% of E		$12,185
I.	Contingencies		10% of E+H		$64,582
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$113,323**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$722,585**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$758,714.59
Projected Project Budget for 2016	5% of Q	$796,650.32
Projected Project Budget for 2017	5% of Q	$836,482.84

Dogwood
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Dogwood		6,000	$103	$618,000
		Sub-Total	6,000		**$618,000**
B.	Fixed Equipment	0% of A			$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation	5.5% of A+B+C			$33,990
E.	**Sub-Total Construction Budget**				**$651,990**
F.	FF&E Moveable Equipment	0% of E			$0
G.	Professional Fees	6% of E			$39,119
H.	PM/CM	2% of E			$13,040
I.	Contingencies	10% of E+H			$69,111
J.	Opening Day Collection Budget	Allowance			$0
K.	Estimated Land Cost	- 0.0 Acres			$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$121,270**
M.	Tree Policy	0% of E & L			$0
N.	Public Arts Policy	0% of E & L			$0
O.	Commissioning	0.00% of E of L			$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$773,260**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$811,923.15
Projected Project Budget for 2016	5% of Q	$852,519.30
Projected Project Budget for 2017	5% of Q	$895,145.27

East Atlanta
Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	EastAtlanta	8,000	$12	$96,000
	Sub-Total	8,000		**$96,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$5,280
E.	**Sub-Total Construction Budget**			**$101,280**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$6,077
H.	PM/CM	2% of E		$2,026
I.	Contingencies	10% of E+H		$10,736
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$18,838**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$120,118**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$126,123.98
Projected Project Budget for 2016	5% of Q	$132,430.18
Projected Project Budget for 2017	5% of Q	$139,051.69

East Point

Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Eastpoint	10,000	$85	$850,000
	Sub-Total	10,000		**$850,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$46,750
E.	**Sub-Total Construction Budget**			**$896,750**
F.	FF&E Moveable Equipment	9% of E		$80,708
G.	Professional Fees	6% of E		$53,805
H.	PM/CM	2% of E		$17,935
I.	Contingencies	10% of E+H		$95,056
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$247,503**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$1,144,253**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,201,465.65
Projected Project Budget for 2016	5% of Q	$1,261,538.93
Projected Project Budget for 2017	5% of Q	$1,324,615.88

Fairburn
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Fairburn		8,100	$117	$947,700
		Sub-Total	8,100		**$947,700**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$52,124
E.	**Sub-Total Construction Budget**				**$999,824**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$59,989
H.	PM/CM		2% of E		$19,996
I.	Contingencies		10% of E+H		$105,981
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$185,967**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$1,185,791**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,245,080.20
Projected Project Budget for 2016	5% of Q	$1,307,334.21
Projected Project Budget for 2017	5% of Q	$1,372,700.93

Hapeville
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Hapeville		5,000	$96	$480,000
		Sub-Total	5,000		**$480,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$26,400
E.	**Sub-Total Construction Budget**				**$506,400**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$30,384
H.	PM/CM		2% of E		$10,128
I.	Contingencies		10% of E+H		$53,678
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$94,190**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$600,590**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$630,619.92
Projected Project Budget for 2016	5% of Q	$662,150.92
Projected Project Budget for 2017	5% of Q	$695,258.46

Kirkwood

Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Kirkwood		7,500	$75	$562,500
		Sub-Total	7,500		**$562,500**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$90	$0
D.	Escalation		5.5% of A+B+C		$30,938
E.	**Sub-Total Construction Budget**				**$593,438**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$35,606
H.	PM/CM		2% of E		$11,869
I.	Contingencies		10% of E+H		$62,904
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$110,379**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$703,817**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$739,007.72
Projected Project Budget for 2016	5% of Q	$775,958.10
Projected Project Budget for 2017	5% of Q	$814,756.01

Martin Luther King, Jr.
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	MLK		4,100	$12	$49,200
		Sub-Total	4,100		**$49,200**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$2,706
E.	**Sub-Total Construction Budget**				**$51,906**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$3,114
H.	PM/CM		2% of E		$1,038
I.	Contingencies		10% of E+H		$5,502
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$9,655**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$61,561**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$64,638.54
Projected Project Budget for 2016	5% of Q	$67,870.47
Projected Project Budget for 2017	5% of Q	$71,263.99

Mechanicsville
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Mechanicsville		8,000	$24	$192,000
		Sub-Total	8,000		**$192,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$10,560
E.	**Sub-Total Construction Budget**				**$202,560**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$12,154
H.	PM/CM		2% of E		$4,051
I.	Contingencies		10% of E+H		$21,471
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$37,676**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$240,236**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$252,247.97
Projected Project Budget for 2016	5% of Q	$264,860.37
Projected Project Budget for 2017	5% of Q	$278,103.38

Northeast/ Spruill Oaks
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Northeast/ Spruill Oaks		25,000	$71	$1,775,000
		Sub-Total	25,000		**$1,775,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$97,625
E.	**Sub-Total Construction Budget**				**$1,872,625**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$112,358
H.	PM/CM		2% of E		$37,453
I.	Contingencies		10% of E+H		$198,498
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$348,308**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$2,220,933**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$2,331,979.91
Projected Project Budget for 2016	5% of Q	$2,448,578.91
Projected Project Budget for 2017	5% of Q	$2,571,007.85

Northside
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Northside		10,000	$104	$1,040,000
		Sub-Total	10,000		**$1,040,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$57,200
E.	**Sub-Total Construction Budget**				**$1,097,200**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$65,832
H.	PM/CM		2% of E		$21,944
I.	Contingencies		10% of E+H		$116,303
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$204,079**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$1,301,279**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,366,343.16
Projected Project Budget for 2016	5% of Q	$1,434,660.32
Projected Project Budget for 2017	5% of Q	$1,506,393.33

Ocee

Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Ocee		25,000	$8	$200,000
		Sub-Total	25,000		**$200,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$11,000
E.	**Sub-Total Construction Budget**				**$211,000**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$12,660
H.	PM/CM		2% of E		$4,220
I.	Contingencies		10% of E+H		$22,366
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$39,246**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$250,246**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$262,758.30
Projected Project Budget for 2016	5% of Q	$275,896.22
Projected Project Budget for 2017	5% of Q	$289,691.03

Peachtree
Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Peachtree	10,000	$84	$840,000
	Sub-Total	10,000		**$840,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$46,200
E.	**Sub-Total Construction Budget**			**$886,200**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$53,172
H.	PM/CM	2% of E		$17,724
I.	Contingencies	10% of E+H		$93,937
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$164,833**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$1,051,033**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,103,584.86
Projected Project Budget for 2016	5% of Q	$1,158,764.10
Projected Project Budget for 2017	5% of Q	$1,216,702.31

Ponce de Leon
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	PoncedeLeon		10,000	$103	$1,030,000
		Sub-Total	10,000		**$1,030,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$56,650
E.	**Sub-Total Construction Budget**				**$1,086,650**
F.	FF&E Moveable Equipment		0% of E		$0
H.	Professional Fees		6% of E		$65,199
G.	PM/CM		2% of E		$21,733
I.	Contingencies		10% of E+H		$115,185
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$202,117**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$1,288,767**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,353,205.25
Projected Project Budget for 2016	5% of Q	$1,420,865.51
Projected Project Budget for 2017	5% of Q	$1,491,908.78

Roswell
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Roswell		20,000	$54	$1,080,000
		Sub-Total	20,000		**$1,080,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$59,400
E.	**Sub-Total Construction Budget**				**$1,139,400**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$68,364
H.	PM/CM		2% of E		$22,788
I.	Contingencies		10% of E+H		$120,776
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$211,928**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$1,351,328**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$1,418,894.82
Projected Project Budget for 2016	5% of Q	$1,489,839.56
Projected Project Budget for 2017	5% of Q	$1,564,331.54

Sandy Springs
Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	SandySprings	25,000	$90	$2,250,000
	Sub-Total	25,000		**$2,250,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$123,750
E.	**Sub-Total Construction Budget**			**$2,373,750**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$142,425
H.	PM/CM	2% of E		$47,475
I.	Contingencies	10% of E+H		$251,618
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$441,518**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$2,815,268**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$2,956,030.88
Projected Project Budget for 2016	5% of Q	$3,103,832.42
Projected Project Budget for 2017	5% of Q	$3,259,024.04

Southwest
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Southwest		25,000	$87	$2,175,000
		Sub-Total	25,000		**$2,175,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$119,625
E.	**Sub-Total Construction Budget**				**$2,294,625**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$137,678
H.	PM/CM		2% of E		$45,893
I.	Contingencies		10% of E+H		$243,230
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$426,800**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$2,721,425**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$2,857,496.51
Projected Project Budget for 2016	5% of Q	$3,000,371.34
Projected Project Budget for 2017	5% of Q	$3,150,389.91

Washington Park
Renovated Libraries Proposed 2014 Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Washington Park		7,500	$88	$660,000
		Sub-Total	7,500		**$660,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$36,300
E.	**Sub-Total Construction Budget**				**$696,300**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$41,778
H.	PM/CM		2% of E		$13,926
I.	Contingencies		10% of E+H		$73,808
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$129,512**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$825,812**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$867,102.39
Projected Project Budget for 2016	5% of Q	$910,457.51
Projected Project Budget for 2017	5% of Q	$955,980.38

West End
Renovated Libraries Proposed 2014 Budget

		GSF	$/GSF	Totals
A.	**Building Cost**			
	Westend	7,500	$94	$705,000
	Sub-Total	7,500		**$705,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$38,775
E.	**Sub-Total Construction Budget**			**$743,775**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$44,627
H.	PM/CM	2% of E		$14,876
I.	Contingencies	10% of E+H		$78,840
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$138,342**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$882,117**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2015	5% of Q	$926,223.01
Projected Project Budget for 2016	5% of Q	$972,534.16
Projected Project Budget for 2017	5% of Q	$1,021,160.87

Section 6

Demolitions

Total Project Budget for Recommended Libraries
Demolish Libraries Proposed Budget

Renovated Libraries	GSF	Total Project Budgets
Stewart- Lakewood	9,650	$126,139
Bankhead	1,600	$20,914
Thomasville	1,600	$20,914
Bowen	1,600	$20,914
	14,450	$188,882

Total Project Budget

Stewart and Lakewood
Demolish Libraries Proposed Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Stewart-Lakewood		9,650	$10	$96,500
		Sub-Total	9,650		**$96,500**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$5,308
E.	**Sub-Total Construction Budget**				**$101,808**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$6,108
H.	PM/CM		2% of E		$2,036
I.	Contingencies		15% of E+H		$16,187
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$24,332**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$126,139**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2010	5% of Q	$132,446.47
Projected Project Budget for 2011	5% of Q	$139,068.79
Projected Project Budget for 2012	5% of Q	$146,022.23

Bankhead Courts
Demolish Libraries Proposed Budget

			GSF	$/GSF	Totals
A.	**Building Cost**				
	Bankhead		1,600	$10	$16,000
		Sub-Total	1,600		**$16,000**
B.	Fixed Equipment		0% of A		$0
C.	**Site Development Cost**				
	Parking Spaces		0	$0	$0
D.	Escalation		5.5% of A+B+C		$880
E.	**Sub-Total Construction Budget**				**$16,880**
F.	FF&E Moveable Equipment		0% of E		$0
G.	Professional Fees		6% of E		$1,013
H.	PM/CM		2% of E		$338
I.	Contingencies		15% of E+H		$2,684
J.	Opening Day Collection Budget		Allowance		$0
K.	Estimated Land Cost		-	0.0 Acres	$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**				**$4,034**
M.	Tree Policy		0% of E & L		$0
N.	Public Arts Policy		0% of E & L		$0
O.	Commissioning		0.00% of E of L		$0
P.	**Sub-Total County Policy**				**$0**
Q.	**Total Project Budget**				**$20,914**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2010	5% of Q	$21,960.04
Projected Project Budget for 2011	5% of Q	$23,058.04
Projected Project Budget for 2012	5% of Q	$24,210.94

Thomasville Demolish Libraries Proposed Budget				
		GSF	$/GSF	Totals
A.	**Building Cost**			
	Tomasville	1,600	$10	$16,000
	Sub-Total	1,600		**$16,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$880
E.	**Sub-Total Construction Budget**			**$16,880**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$1,013
H.	PM/CM	2% of E		$338
I.	Contingencies	15% of E+H		$2,684
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$4,034**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$20,914**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2010	5% of Q	$21,960.04
Projected Project Budget for 2011	5% of Q	$23,058.04
Projected Project Budget for 2012	5% of Q	$24,210.94

Bowen Demolish Libraries Proposed Budget				
		GSF	$/GSF	Totals
A.	**Building Cost**			
	Bowen	1,600	$10	$16,000
	Sub-Total	1,600		**$16,000**
B.	Fixed Equipment	0% of A		$0
C.	**Site Development Cost**			
	Parking Spaces	0	$0	$0
D.	Escalation	5.5% of A+B+C		$880
E.	**Sub-Total Construction Budget**			**$16,880**
F.	FF&E Moveable Equipment	0% of E		$0
G.	Professional Fees	6% of E		$1,013
H.	PM/CM	2% of E		$338
I.	Contingencies	15% of E+H		$2,684
J.	Opening Day Collection Budget	Allowance		$0
K.	Estimated Land Cost	- 0.0 Acres		$0
L.	**Sub-Total Furnishings, Professional Services & Land Budget**			**$4,034**
M.	Tree Policy	0% of E & L		$0
N.	Public Arts Policy	0% of E & L		$0
O.	Commissioning	0.00% of E of L		$0
P.	**Sub-Total County Policy**			**$0**
Q.	**Total Project Budget**			**$20,914**

** Land costs may be eliminated (or reduced) based on Fulton County land opportunities

Projected Project Budget for 2010	5% of Q	$21,960.04
Projected Project Budget for 2011	5% of Q	$23,058.04
Projected Project Budget for 2012	5% of Q	$24,210.94