



People *Vision* *Neighborhoods*
 Families

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

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

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) NO. #07RFP56352K-JD

**ARCHITECTURAL & ENGINEERING SERVICES
FOR FULTON COUNTY
AVIATION CULTURAL CENTER**

For

General Services Department

RFP DUE TIME AND DATE: Monday, July 2, 2007, 11:00 A.M.

BID ISSURANCE DATE: Wednesday, May 30, 2007

PURCHASING CONTACT: Joyce Daniel (404)-730-5824

E-MAIL: joyce.daniel@fultoncountyga.gov

**LOCATION: Fulton County Department of Purchasing and Contract Compliance
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

ARCHITECTURAL & ENGINEERING SERVICES FOR FULTON COUNTY
AVIATION CULTURAL CENTER
REQUEST FOR PROPOSALS #07RFP56352K-JD
TABLE OF CONTENTS

Section/Page

SECTIONS 1-8

1.0	INTRODUCTION	1-1
1.1	Purpose.....	1-1
1.2	Project Description	1-1
1.3	County Objectives.....	1-2
1.4	Purchasing the RFP.....	1-2
1.5	Pre-Proposal Conference	1-2
1.6	Proposal Due Date.....	1-2
1.7	Delivery Requirements.....	1-2
1.8	Contact Person and Inquiries.....	1-3
2.0	INSTRUCTIONS TO PROPOSERS	2-1
2.1	Procurement Process.....	2-1
2.2	Contract/Definitions.....	2-1
2.3	No Contact During Procurement Process.....	2-1
2.4	Clarification & Addenda	2-2
2.5	Term of Contract	2-3
2.6	Required Submittals.....	2-3
2.7	Proposal Evaluation	2-3
2.8	Disqualification of Proposers	2-3
2.9	Reserved Rights.....	2-3
2.10	Applicable Laws	2-3
2.11	Minimum Participation Requirements for Prime Contractors.....	2-3
2.12	Insurance and Risk Management Provisions	2-3
2.13	Accuracy of RFP and Related Documents	2-4
2.14	Responsibility of Proposer	2-4
2.15	Confidential Information	2-4
2.16	County Rights and Obligations	2-4
2.17	Cost of Proposals Preparation and Selection Process.....	2-5
2.18	Termination of Negotiation.....	2-6
2.19	Wage Clause.....	2-6
2.20	Additional or Supplemental Information.....	2-6
2.21	Reporting Responsibilities	2-6
2.22	Request for Proposal (RFP) General Requirements.....	2-7
3.0	PROPOSAL REQUIREMENTS	3-1
3.1	Submission Requirements	3-1
3.1.1	Proposal Submission Date and Submission Format	3-1
3.1.2	Number of Copies	3-1
3.2	Overview of Proposal Requirements	3-1
3.3	Scope of Work	3-2
3.4	Technical Proposal Format and Content	3-2
3.5	Cost Proposal Format and Content	3-2
4.0	EVALUATION CRITERIA	4-1
4.1	Proposal Evaluation Overview	4.1

ARCHITECTURAL & ENGINEERING SERVICES FOR FULTON COUNTY
AVIATION CULTURAL CENTER
REQUEST FOR PROPOSALS #07RFP56352K-JD
TABLE OF CONTENTS

		Section/Page
5.0	PROPOSAL FORMS	5-1
5.1	Introduction	5-1
5.2	Proposal Forms	5-2
5.2.1	Form A - Certification Regarding Debarment	5-3
5.2.2	Form B - Non-Collusion Affidavit of Bidder/ Offeror	5-6
5.2.3	Form C - Certificate of Acceptance of Request for Proposal Requirements	5-8
5.2.4	Form D - Disclosure Form and Questionnaire	5-9
6.0	CONTRACT COMPLIANCE REQUIREMENTS	6-1
6.1	Non-Discrimination in Contracting and Procurement.....	6-1
6.2	Required Forms and EBO Plan	6-2
6.2.1	Exhibit A - Promise of Non-Discrimination	6-3
6.2.2	Exhibit B – Employment Report	6-4
6.2.3	Exhibit C – Schedule of Intended Subcontractors	6-5
6.2.4	Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service.....	6-8
6.2.5	Exhibit E – Declaration Regarding Subcontracting Practices.....	6-9
6.2.6	Exhibit F – Joint Venture Affidavit.....	6-10
6.2.7	Exhibit G – Prime Contractor/Subcontractor Utilization Report	6-13
7.0	INSURANCE AND RISK MANAGEMENT PROVISIONS	7-1
8.0	SAMPLE CONTRACT	8-1
9.0	EXHIBITS	9-1
	Exhibit 1 – Required Submittal Checklist.....	9-2
	Exhibit 2 – Cost Proposal Summary	9-4
	Exhibit 3 – Geotechnical Engineering Evaluation and an Environmental Assessment Phase I	9-11

END OF TABLE OF CONTENTS

1.1 PURPOSE

Fulton County (County), is soliciting Proposals from qualified firms to provide Architectural & Engineering Services for the Aviation Cultural Center to be located at Fulton County Airport Charlie Brown Field, 3952 Aviation Circle SW, Atlanta, GA 30336 .

Through the issuance of this Request for Proposal, the County is soliciting proposals for the design and construction administration services needed to construct a new 13,700sf single story facility.

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, **#07RFP56352K-JD** to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 PROJECT DESCRIPTION

This project involves complete professional site and building design and construction administration services for constructing a new 13,700sf facility with adequate parking to accommodate the full range of facility activities.

The county is interested in obtaining a LEED Silver rating for this project. The County intends that the site and building design to maximize energy efficiency and water conservation. The project design shall minimize adverse environmental impact through energy efficiency, resource conservation, water conservation, site design and excellent indoor air quality.

1.3 COUNTY OBJECTIVES

- A. For the selected consultant to provide expertise, resources and personnel experienced in the various phases of planning, design and engineering of the project within schedule and within the designated owner approved budget.
- B. Services shall include but not be limited to, programming, all design and engineering services, space planning, FFE selection, bid specifications documents and construction administration services for the bidding and construction of the Aviation Cultural Center.
- C. The County intends that the site building design and engineering maximize energy efficiency and water conservation. Design and engineering shall minimize adverse environmental impact through energy efficiency, resource conservation, water conservation, site design and excellent indoor air quality.

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".

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, June 5, 2007, 10:00 A.M. at the Fulton County Airport-Brown Field, Fulton County Fire Department Conference Room, 3977 Aviation Circle, Ground Floor, Atlanta, GA 30336.** 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.

1.7 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, July 2, 2007 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, **Joyce Daniel, Assistant Purchasing Agent, Department of Purchasing and Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303, 404-730-5824, 404-335-5806-Fax, joyce.daniel@fultoncountyga.gov**. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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:

- A. Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.
- B. Agreement – refers to the executed contract between the County and Contracting Entity.
- C. County – Fulton County Government and its authorized representatives.
- D. Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.
- E. Offeror – the entity of individual submitting a proposal in response to this RFP.
- F. Owner – Fulton County Government
- G. Proposal – the document submitted by the offeror in response to this RFP.
- H. Proposer – the entity or individual submitting a proposal in response to his RFP.
- I. Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.
- J. LEED – Leadership in Energy and Environmental Design by U.S. Green Building Council.
- K. U.S.G.B.C – United States Green Building Council
- L. Direct Salary Expense (DSE) – The direct salary of the assigned staff position without the portion of the cost of mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employment benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
- M. Burden – The cost of mandatory and customary contributions and benefits applied to Direct Salary Expense, such as employment taxes and other statutory employment benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
- N. Direct Personnel Expense (DPE) – The sum of Direct Salary Expense and Burden.

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 to initiate or continue verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent declaring the submittal of the person, firm, or entity in violation is "non-responsive" and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **Wednesday, June 20, 2007 at 5:00 P.M.**, 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: Joyce Daniel, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: joyce.daniel@fultoncountyga.gov
404-730-5824 or 404-335-5806 -Fax

RE: #07RFP56352K-JD Architectural and Engineering Services for Fulton County Aviation Cultural Center

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

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.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 term of this AGREEMENT shall be for twelve (12) months from the Notice to Proceed date. Fulton County reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of departmental appropriated funding, contractor compliance with county rules and policies, and Board of Commissioners approval.

Option year prices shall be maintained at the rates approved at contract start. The option year is subject to Board of Commission approval. Termination pursuant to this provision of the AGREEMENT shall not result in a claim for payment or damages by CONSULTANT, except that the CONSULTANT shall be paid for actual services through the date of termination.

The contract term shall be effective upon issuance of a Notice to Proceed and continue to the completion of the deliverables identified under Scope of Work.

2.6 REQUIRED RFP SUBMITTALS

See Section 9, 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 or three members from the Fulton County Departments of General Services and Health and Wellness and one or two Purchasing Department Staff members 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 submittals, 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 submittals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the submittals and whether the resulting agreements are in its best interest. 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 qualifications 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 qualifications, 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 submittals 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 submittals.
- 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 qualifications, 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 submittals (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 submittals 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 submittals not received by the 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 submittal 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 SUBMITTAL PREPARATION AND SELECTION PROCESS

Each submittal, including preparation of all information required to be included in a submittal 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 submittal.

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 Submittal 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 be 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 designated representative of the Department.

2.22 REQUESTS FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

RFP#07RFP56352K-JD - Architectural and Engineering Services for Fulton County Aviation Cultural Center

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

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Joyce Daniel, Assistant Purchasing Agent
Fulton County 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".

(The remainder of this page left blank intentionally)

**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, July 2, 2007 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #07RFP56352K-JD - Architectural and Engineering
Services for Fulton County Aviation Cultural Center**

**Joyce Daniel, Assistant Purchase Agent
Fulton County Department of Purchasing and 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 Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

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

Each envelope or package shall be clearly marked as follows:

REQUEST FOR PROPOSALS RFP #07RFP56352K-JD

**Architectural and Engineering Services for Fulton County Aviation Cultural Center
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. **All Proposals must be complete with all requested information.**

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

General: The scope of work includes all necessary work to design and engineer a Aviation Cultural Center of approximately 13,700sf. Interior spaces include a Vestibule, Lobby, Multi-Purpose Room, Stage, Gallery, Office, Quiet Room, Lounge, Laundry, Pantry, Kitchen, Servery, Sewing/Quilting Room, Ceramics & Kiln Rooms, Computer Room, Fitness/Aerobics Room, Billiards Room, Walking Track, Toilets, Janitor's Closet, Data/Telephone Room, Electrical and Mechanical Rooms.

Building exterior design elements include handrails, patios, entry canopy, signage and all other systems necessary for a functional building with conventional construction brick and stone, with a standing seam metal roof. Interior elements of the work include a fireplace, fixed millwork and reception desk, commercial kitchen, closet shelving and rods, upgraded corner guards and handrails in the hallways, toilet partitions and accessories, screened patio and security monitoring systems. Also included are irrigation and fire protection systems, ADA accessibility and interior finishes. Work includes the clearing and grubbing of approximately three acres of undergrowth while preserving specimen trees, stone-faced retaining walls, curb & gutter, sidewalks, asphalt paving of drives and parking areas and landscaping.

The Aviation Cultural Center project is community requested development for this site. The scope of work under this Aviation Cultural Center project will include the design and engineering for storm water detention of the entire approximate 4 acres.

Fulton County Airport engages the services of a consulting/engineering team in its planning processes. The selected Architectural & Engineering Services candidate for this solicitation will be required to coordinate the proposed site design with the County's Airport engineering team.

Location: The project site is located at the Fulton County Airport Charlie Brown Field, Atlanta, Georgia. The site consists of approximately 4 acres and fronts Fulton Industrial Boulevard, south of Routes 78/278, Veteran's Memorial Highway.

Site Conditions: The County has conducted an Environmental Assessment Phase I, Kimley-Horn and Associates, Inc with association with Camp Dresser & McKee, Inc (Exhibit 3).

A. Expansion

1. A new 13,700sf building shall be constructed on the site.

B. Site:

1. In the current concept (to be validated), a parking lot shall be provided to accommodate the new building. Security fencing around the entire rear parking area.
2. Storm water controls as required by government authorities.

C. Codes:

All applicable zoning and building codes shall be complied with

- E. The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's engineers and consultants, as described in this Agreement. The Architect shall deliver a copy of the Owner-Architect Agreement to each of its engineers and consultants upon receipt of an executed copy of the Agreement.
- F. The Architect shall procure current copies of applicable codes, ordinances and permitting requirements of the County and any other authority having jurisdiction over the Project, and design and construction standards. The Architect shall design the project to be in compliance with all applicable codes and laws in affect at the time the plans and specifications are delivered to the County for bidding.
- G. The Architect shall confer with the Department of General Services to establish the construction budget and utilize the established construction budget as a basis of design. The Architect shall provide periodic cost estimates to confirm that the design remains within the construction budget.
- H. The Architect shall designate a Project Manager to represent the Architect to the County and oversee the Architect's activities. The designated Project Manager shall be a licensed architect in Georgia and is to be the Project Manager listed in Architect's proposal for services. The Architect's Project Manager shall represent the Architect on a full-time basis throughout the term of this Agreement. The Architect's Project Manager shall remain current with all Project activity and shall have the authority to obligate the Architect to schedules, manpower loading, or other measures necessary to perform the services of this Agreement. The Architect's Project Manager shall remain assigned to this Project while in the employ of the Architect, unless permitted otherwise in writing by the County.
- I. The Department of General Services has established a process for design and construction that utilizes a team concept with the option of utilizing the services of a Construction Management Consultant or qualified staff member to serve as the designated representative for the Department of General Services. The Architect and other consultants and contractors shall work as a unified team to effect the most expeditious and economical management and implementation of the planning, design and construction of the projects. Each team member shall cooperate and communicate with all other team members to assure expeditious, economical and the highest quality coordination and efficiency in project delivery and management.
- J. The Architect agrees to provide all professional architectural and engineering services, including the necessary documents, conferences, presentations and presentation materials required by the County and indicated in the scope of services in the RFP and within this Agreement. The architectural and engineering services shall include:
1. Architectural and Engineering Programming, Design & Specifications
 2. Interior Design & Specifications
 3. Furnishings Space Planning & FF&E Specifications
 4. Civil Engineering & Specifications
 5. Structural Engineering & Specifications
 6. Landscape Design & Specifications
 7. Electrical Engineering & Specifications
 8. Security/Fire Alarm/Communication Engineering & Specifications
 9. Plumbing Engineering & Specifications
 10. Fire Protection Engineering & Specifications

-
11. Mechanical Engineering & Specifications
 12. Hardware Selection & Specifications
 13. ADA Compliance Review of Drawings & Specifications
 14. Construction Cost Estimating (by a cost estimator certified by the American Society of Professional Estimators)
 15. LEED Accredited Professional (AP)
 16. Commissioning Agent

K. Services shall be provided in six phases.

1. PHASE I - PROGRAMMING

- a. Programming Kick-off Meeting: Within ten (10) days of receiving the Notice of Proceed, the Architect shall schedule a Program Verification Kick-off Meeting with the Department of General Services.
 - 1) The Architect shall document the meeting and issue the minutes within three days following the meeting. Participants at the meeting shall include the Architect's Project Manager and key staff members, engineer and consultant representatives, and representatives of the County.
 - 2) Meeting scheduling and meeting agendas shall be coordinated in advance with the County. The agenda for each meeting shall include but not be limited to discussions of the project program, construction budget, operational requirements, project programming, site planning, decommissioning schedule of existing operations, any County standards, codes, land disturbance, water quality and building permitting requirements, zoning, interior and exterior design quality, building systems quality, structural systems, arts policy, arts installation, design schedule and project budget.
- b. The Architect shall present the schedule for programming phase meetings for interviews of the user department staff to identify requirements.
- c. The Phase 1 deliverable is to be a document which presents at a minimum the following project areas covered: project image; project objectives; project concepts; space standards; space summary list with attached space requirement description sheets for each required space; block diagrams; synopsis of applicable codes and regulations; building performance; site evaluation with explanatory site diagrams; evaluation of concept site diagram (See exhibit 7); existing building analysis; unresolved issues; table of contents; executive summary; appendix as needed.

2. PHASE 2 - SCHEMATIC DESIGN

- a. Authorization to Proceed: The Architect shall not commence with the work under Phase 2 of this Agreement without written approval from the County.
- b. Schematic Design: Based on the mutually agreed upon Phase I program, schedule and construction budget, the Architect shall prepare and submit a single, complete submittal to the County including the following as a minimum:
 - 1) Site plan showing buildings, pedestrian and vehicular circulation and other site features including tree save areas, storm water detention areas and fence enclosure, utility, service and maintenance areas, existing features, etc. Elements shall be clearly noted and described on the plans. Indicate proposed finish floor elevation and grades.

-
- 2) Drawings representative of spatial requirements. Show floor plan, and building elevations and building sections noted to describe and demonstrate scale and relationships and suggested materials and systems.
 - 3) Other drawings to indicate circulation, workflow and functional relationships.
 - 4) Scale of drawings shall provide for plans, elevations and sections at 1/4" = 1'-0" minimum. Drawing size shall not be less than 24" X 36".
 - 5) Outline specifications
 - 6) Building decommissioning program outline.
- c. Provide Phase I schematic itemized cost estimate, in a form acceptable to the County, based on building square footage costs consistent with the building type, schematic drawings, outline specifications, and local conditions.
 - d. Code Review
 - 1) The Architect shall provide a code requirements summary to the County.
 - 2) The Architect shall submit eighty percent complete schematic documents to code approval authorities for a concept review, shall meet with approval authorities and secure documented approvals of governmental authorities having jurisdiction over design and engineering criteria (building code/life-safety, Department of Health and Wellness, etc.) and land disturbance, storm water management.
 - 3) Revisions required by governmental authorities shall be incorporated into the documents with cost estimate adjustments provided for the revisions where scope, quantity and/or unit cost are affected.
 - e. Project Character Sketches: The Architect shall provide preliminary project character sketches, in 30 inch x 42 inch format and dry-mounted on a backer board, for use in making presentations to the public. As a minimum, character sketches shall be in color and include a perspective view, an architectural site plan with proposed landscape massing, building and landscape form shading, floor plans with room names, proposed furnishings, building elevations exhibiting proposed exterior finishes, and building section exhibiting proposed building volume and site slopes. The drawings submitted to the County shall become the property of the County upon submission by the Architect.
 - f. The Architect shall attend and participate in one (1) public meeting as required by the County as part of the scope of Basic Services in this Phase Schematic Design Submittal.
 - g. The Architect shall provide the County with six (6) sets of the schematic design documents described above for review. The drawings and related information submitted to the County shall become the property of the County upon submission by the Architect.
 - h. Review of Schematic Design Documents: Within fourteen (14) days of receipt from the Architect of a submittal considered generally complete and acceptable by the County, the County shall conduct a meeting to discuss the County's review comments with the Architect and its engineers. County review comments will be in writing or noted on drawings with a copy provided to the Architect. The Architect shall document the proceedings of the discussion within three (3) days of the meeting.
 - 1) Within five (5) days of the County's receipt of the Architect's document, the Architect and the County shall establish a consensus of agreement on the resolution of the County's review comments, and the County shall confirm the agreement in writing. Alternatively, if the Architect's draft submittal is considered unacceptable in the sole opinion of the County, the submittal shall be returned to

the Architect for revision and resubmission, before a second review meeting is scheduled, at no additional expense to the County.

2) Response to Review Comments:

- a) The Architect and its engineers and consultants shall consider the review comments provided by the County at the review meeting, respond to the County's review comments in writing describing completed resolution of each comment, and incorporate the County's review comments into the drawings and specifications.
- b) The County's comments shall be incorporated into the design documents within ten (10) days of their receipt to indicate their resolution. To the extent the Architect and the County are in agreement as to the resolution of the County's comments, the Architect shall not be required to resubmit Schematic design documents.
- c) Comments from the County review shall be incorporated into the design documents at no additional cost to the County, and the cost estimate shall be adjusted accordingly at no additional cost to the County.

- I. The Architect shall prepare an information and presentation package for the relevant Neighborhood Planning Unit and Atlanta Urban Design Commission, as required by these entities and Fulton County, if applicable.

3. PHASE 3 - DESIGN DEVELOPMENT

- a. Authorization to Proceed: The Architect shall not commence with Phase 3 work without written approval from the County. As soon as the County and the Architect have reached clear agreement on the County's comments on the Phase 2 submittal, the County may provide a Notice to Proceed for Phase 3, to enable the Architect to proceed concurrently with revising design documents per Phase 2 comments while commencing with Phase 3.
- b. Based on the mutually agreed upon Phase I Program, Phase 2 Schematic Design, schedule and budget, the Architect shall prepare a single submittal to the County including the following as a minimum:
 - 1) The Architect shall prepare site development plans and designs consisting of drawings and other documents illustrating the scale and relationship of the project components including the site, site signage, architectural, structural, mechanical, electrical, plumbing, furnishing layout and other required systems for final approval by the County.
 - 2) The Architect shall prepare from the approved schematic design, for approval by the County, detailed Design Development documents consisting of drawings and other documents to fix describe and detail the size and character of the entire project as to architectural, civil, structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
 - 3) These documents will include the following as a minimum:
 - a) Civil Drawings
 - (1) Site Survey
 - (2) Site Plan; with general utility, grading and demolition information indicated
 - (3) Site Utility Plan; with all key utilities indicated, but not sized.
 - b) Landscape Drawings

-
- (1) Planting Plan; identifying all plant types and location of a pylon sign at the street with the wording of the sign illustrated.
 - (2) Irrigation Plan; defining the scope of the irrigation requirements
- c) Architectural Drawings
- (1) Floor Plans; Showing column line dimensions only, room names, numbers, approximate room dimensions, fixed equipment, generic furniture layouts, and wall types.
 - (2) Demolition Plans; Showing physical features to be removed or altered.
 - (3) Reflected Ceiling Plans; Identifying all ceiling types, showing a generic layout for all lighting, diffusers, sprinkler heads or other devices.
 - (4) Building Sections; indicating dimensions for ceiling heights, floor-to-floor height and floor to roof structure height.
 - (5) Exterior Wall Sections for New Wall Systems; with all materials identified.
 - (6) Roof Plan; indicating slopes for all roof sections with all materials identified.
- d) Interior Design & FF&E: Floor plan showing concept furnishings layout
- e) Structural Drawings
- (1) Foundation Plan; Showing concept for foundation system for any added structure, but not defining sizes of elements.
 - (2) Framing Plan Showing concept for framing system for any added structure, but not defining sizes of elements.
 - (3) Demolition Plans; Showing physical structural features to be removed or altered.
- f) Electrical Drawings
- (1) Site Lighting Plan; with locations of all exterior light fixtures, but not indicating wiring.
 - (2) Lighting Floor Plans; with locations of all lighting, but not indicating wiring.
 - (3) Power Floor Plans; with locations of all outlets, but not indicating wiring.
 - (4) Fire Alarm Plans; with location of all devices and control panels, but not indicating wiring.
 - (5) Phone / Data Communication Equipment System with locations of all related outlets, but not indicating wiring.
 - (6) Demolition Plans; Showing electrical system physical features to be removed or altered.
- g) Mechanical Drawings
- (1) Equipment and Ductwork Plans; indicating extent of equipment and ductwork with single lines and volumes of supply and return air. Indicate locations of major HVAC system equipment.
 - (2) Demolition Plans; Showing mechanical physical features to be removed or altered.
- h) Plumbing Drawings
- (1) Fixture location plans; with locations of all plumbing equipment, but not indicating piping.
- i) Fire Protection Drawings
- j) Sprinkler System Plans; indicating conceptual layout of system. Indicate locations of major system equipment.
- k) Schedules

-
- (a) Room Finish Schedule
 - (b) Door & Hardware Schedules
 - (c) Fixed & Moveable Equipment Schedule
 - (d) Furnishing Schedule
 - (e) Medical Equipment Schedule
- c. The Architect shall provide an expanded version of the Phase 2 outline specification reflecting recommended materials, products, systems, etc, and their quality and performance levels. Specification shall be prepared in three-part CSI-format and based on AIA Master Specification System or similar specification system. Three (3) manufacturers shall be listed for all specified materials, equipment and systems.
- d. The Architect shall provide a detailed life-cycle cost analysis in a format approved by the County.
- e. The Architect shall submit to the County a further detailed cost estimate based upon changes in scope, design requirements, or construction costs since the Schematic Design cost estimate. The cost estimate shall provide for a detailed statement of probable construction cost based on quantities for current square foot, surface areas and volume. Detailed costs shall include, but not be limited to, current unit cost, unit type, current material cost, current labor costs, general conditions and contractor's overhead, profit and fee. Values shall be consistent with local conditions. Recommended alternates shall be identified along with their associated cost including general conditions, overhead, profit, fee, contingency and escalation to anticipated midpoint of construction.
- f. Project Perspective Rendering and Character Sketches: The Architect shall provide a perspective project rendering and project character sketches, in 30 inch x 42 inch format and dry-mounted on a backer board, for use in making presentations to the public. As a minimum, drawings shall be in color. Character sketches shall include an architectural site plan with proposed landscape massing, contour lines, setbacks and buffer lines, building and landscape form shading, floor plans with room names, approximate room dimensions, proposed furnishings, building elevations exhibiting proposed exterior finishes, and building section exhibiting proposed building volume and site slopes. The drawings submitted to the County shall become the property of the County upon submission by the Architect.
- g. The Architect shall attend and participate in one (1) public meeting as required by the County as part of the scope of services in this Phase.
- h. Design Development Submittal: Within the time limits set forth from issuance of the Phase 3 Notice to Proceed, the Architect and its engineers shall provide the County with no less than six (6) sets of the design development documents described above for review. The drawings and related information submitted to the County shall become the property of the County upon submission by the Architect.
- i. Review of Design Development Documents: Within fourteen (14) days of receipt from the Architect of a submittal considered generally acceptable by the County, the County shall conduct a meeting to discuss the County's review comments with the Architect and its engineers. Such review comments will be in writing with a copy provided to the Architect. The Architect shall document the proceedings of the discussion.
- j. Within three (3) days, or as soon as practical thereafter, the Architect and the County shall establish a consensus of agreement on the resolution of the County's review comments, and the County shall confirm that agreement in writing. Alternatively, if the Architect's draft submittal is considered unacceptable in the sole opinion of the County,

the submittal shall be returned to the Architect for revision and resubmission, before a review meeting is scheduled at no additional expense to the County.

k. Response to Review Comments

- 1) The Architect and its engineers and consultants shall consider the review comments provided by the County at the review meeting, respond to the County's review comments in writing to indicate final resolution of each comment, and incorporate the County's review comments into the drawings and specification as appropriate.
- 2) Comments from the County review shall be incorporated into the documents at no additional cost to the County and the Phase 3 Design Development cost estimate shall be adjusted accordingly at no additional cost to the County.

l. Code Review

- 1) The Architect shall provide an updated code requirements summary to the County and shall furnish additional documents and design data as may be required by Federal, State and local authorities for code review to establish that the design satisfies applicable code criteria.
- 2) The Architect shall submit documents to approval authorities for a concept review, shall meet with approval authorities and secure documented approvals of governmental authorities having jurisdiction over design and engineering criteria (building code/life-safety, Department of Health and Wellness, etc.) and land disturbance, storm water and detention criteria.
- 3) Revisions required by governmental authorities shall be incorporated into the documents with cost estimate adjustments provided for the revisions where scope, quantity and/or cost are affected.

4. PHASE 4 – CONSTRUCTION DOCUMENTS

- a. Authorization to Proceed: The Architect shall not commence Phase 4 work without written approval from the County. As soon as the County and the Architect have reached clear agreement on the County's comments on the Phase 3 submittal, the County will provide a Notice to Proceed with Phase 4.
- b. Construction Documents: Based on the mutually agreed upon Phase 3 Design Development drawings and specification, schedule, and construction budget, the Architect shall prepare a single submittal to the County including the following as a minimum:
 - 1) The Architect shall prepare from the approved Design Development documents, for approval by the County, detailed and coordinated bid level construction documents consisting of drawings and other documents setting forth, in detail, the requirements for the construction of the project including architectural, civil, structural, mechanical and electrical systems, materials and such other essentials as may be appropriate. The term "as required" shall not be used in the drawings and instead all such conditions shall be detailed on the drawings. These documents will include, but not limited to, the following as a minimum:
 - a) Civil Drawings
 - (1) Site Plan; with utility, grading and demolition information indicated
 - (2) Site Utility Plan; with all key utilities indicated and sized.

-
- (3) Site Exiting Plan / Demolition Plans showing physical features to be removed or altered.
 - b) Landscape Drawings
 - (a) Planting Plan identifying all plant types and location with site signage and its side elevation views
 - (b) Irrigation Plan indicating the layout of the irrigation system and location of major components.
 - c) Architectural Drawings
 - (1) Floor Plan showing all dimensions, room names and numbers, fixed equipment, and wall types.
 - (2) Furniture Plan showing generic furniture layout.
 - (3) Building Existing Floor Plan / Demolition Plans showing physical features to be removed or altered.
 - (4) Reflected Ceiling Plans identifying all ceiling types, showing a layout for all lighting, diffusers, sprinkler heads or other devices.
 - (5) Building Sections indicating dimensions for ceiling heights and floor-to-floor height.
 - (6) Exterior Wall Sections indicating dimensions with all materials identified.
 - (7) Roof Plan Indicating slopes for all roof sections with all materials identified.
 - (8) Canopy plan(s), elevations and details
 - (9) Finish schedule, door schedule
 - (10) Millwork elevations and details
 - (11) Fixed & Moveable Equipment Schedule
 - (12) Furnishing Schedule
 - (13) Medical Equipment Schedule
 - d) Interior Design & FF&E:
 - (1) Floor plan(s) showing all interior materials and finishes for each room.
 - (2) Associated finish schedules
 - (3) Specifications for all interior finishes
 - (4) Floor plan(s) showing layout of all furnishings
 - (5) Specifications for each piece of furniture and equipment for separate bidding of a FF&E package
 - e) Structural Drawings (for any new structure)
 - (1) Foundation Plan (for any new structure) showing foundation system with element sizes identified.
 - (2) Framing Plan (for any new structure) showing framing system with element sizes identified
 - (3) Demolition Plans (for existing structure) showing physical features to be removed or altered.
 - f) Electrical Drawings
 - (1) Site Lighting Plan with locations of all exterior light fixtures and indicating wiring.
 - (2) Lighting Floor Plans with locations of all lighting and indicating wiring.
 - (3) Power Floor Plans with locations of all outlets and indicating wiring.
 - (4) Energy Management, Security Alarm, and Fire Alarm System Plans with location of all devices and control panels and indicating wiring.
 - (5) Communication (Data, Phone, Paging, Intercom, Audio/Visual, and Cable TV) System Plans with location of all devices and control panels and indicating wiring.
 - (6) Demolition Plans showing physical features to be removed or altered.

-
- g) Mechanical Drawings
 - (1) Ductwork Plans indicating ductwork and volumes of supply and return air. Indicate locations of major HVAC system equipment.
 - (2) Controls Diagram showing major devices and controls and communication points.
 - (3) Demolition Plans showing physical features to be removed or altered.
 - h) Plumbing Drawings
 - (1) Fixture location plans with locations of all plumbing equipment and indicating piping.
 - (2) Demolition Plans showing physical features to be removed or altered.
 - i) Fire Protection Drawings
 - (1) Sprinkler Plans indicating layout of system. Indicate locations of major system equipment and a controls diagram.
 - (2) Demolition Plans Showing physical features to be removed or altered.
- 2) The Architect shall provide final broad scope 3-Part Construction Specifications Institute (CSI) format specifications reflecting final selections of materials, products, systems, etc, and their quality, performance levels and installation requirements. Specification shall be prepared in three-part CSI-format and based on AIA Master Specification System or similar specification system. The term "or equal" shall not be used in the specifications where three or more products or manufacturers can be specified. The County shall provide a draft copy of Division 00 Bidding Documents and other required County specification sections for the Architect to finalize and incorporate into the Project Manuals and bid documents
- 3) The Architect shall provide, and coordinate with the building code officials, all data and submittals pursuant to International Building Code 1704.1.1 Special Inspection Documents and include the relevant lines from Tables 1704.
- (a) The relevant requirements of sections 1704.2 to 1704.14 can be addressed in the general notes.
 - (b) Include the relevant lines from Tables 1704.3 (steel), 1704.4 (concrete), 1704.5.1 (masonry, level 1), and 1704.5.2 (masonry level 2) on the structural design drawings.
 - (c) Services rendered by the Architect and Engineers shall conform to the 2006 Special Inspector Minimum Qualifications Table and the Georgia Special Inspections Guidelines as found on the www.acecga.org/ website.
- 4) The Architect shall develop material finishes and furnishings layout presentation boards that display the recommended interior and exterior finishes color and materials and the architect shall conduct a presentation for the Department of General Services for review and approval. The finishes boards presentation and submittal shall be provided at 75% completion of construction documents. The Architect shall incorporate changes as recommended by the Department of General Services to the finishes and submit and represent revised finishes boards.
- 5) The Architect shall submit to the County three (3) detailed cost estimates during the construction documents phase. The submittals shall be made at 30%, 80% and 100% construction document submittals. These cost estimates shall provide for a detailed statement of probable construction cost based on quantities for square foot, surface areas and volume. Detailed costs shall include, but not be limited to, unit cost, unit type, current material cost, current labor costs, general conditions and overhead and profit and escalation to anticipated midpoint of construction. Values

shall be applicable to local bidding conditions. Recommended alternates, if any, shall be identified along with their associated cost including general conditions, overhead and profit, fee, contingency and escalation.

- 6) The Architect shall provide a final updated and detailed life-cycle cost analysis in a format approved by the County.
 - 7) Final Project Rendering and Character Sketches: The Architect shall provide a final detailed project rendering and character sketches for use in making presentations to the public. As a minimum, character sketches shall be 30 inch X 42 inch mounted on backer board, in color and shall include an architectural site plan with proposed landscape massing, building and landscape shading, floor plans with proposed furnishings, building elevations exhibiting proposed exterior finishes and building section exhibiting proposed building volume.
 - 8) The Architect shall attend and participate in public meeting when requested by the County.
- c. 100% Complete Construction Document Submittal: The Architect and its engineers shall provide the County with ten (10) sets of the construction documents described above for review. The drawings and related information submitted to the County shall become the property of the County upon submission by the Architect.
 - d. Review of 100% Complete Construction Documents: Within fourteen (14) days of receipt from the Architect of a submittal considered generally acceptable by the County, the County shall conduct a meeting to discuss the County's review comments with the Architect and its engineers. Such review comments will be in writing with a copy provided to the Architect. The Architect shall document the proceedings of the discussion.
 - 1) Within three (3) days, or as soon as practical thereafter, the Architect and the County shall establish a consensus of agreement on the resolution of the County's review comments, and the County shall confirm that agreement in writing. Alternatively, if the County's draft submittal is considered unacceptable in the sole opinion of the County, the submittal shall be returned to the Architect for revision and resubmission, before a review meeting is scheduled.
 - 2) Code Review
 - a) The Architect shall furnish documents and design and engineering data and submit documents as may be required by State and local authorities for code review to establish that the design satisfies applicable code criteria.
 - b) The Architect shall meet with governmental authorities having jurisdiction and secure documented approvals of governmental authorities having jurisdiction over design and engineering criteria (building code/life-safety, Department of Health and Wellness, etc.) and land disturbance, storm water and detention criteria prior to issuing final construction documents for bidding purposes.
 - 3) Response to Review Comments
 - a) The Architect and its engineers and consultants shall consider the review comments provided by the County at the review meeting, respond to the County's review comments in writing to indicate final resolution of each comment, and incorporate the County's review comments into the drawings and specification as appropriate.

b) Comments from the County and the governmental authorities having jurisdiction reviews shall be incorporated into the design and construction documents at no additional cost to the County.

4) Final Cost Estimate Submittal: Following incorporation of review comments, the Architect shall submit a revised cost estimate to the County showing adjustments. This construction document cost estimate shall be adjusted accordingly at no additional cost to the County.

e. Final Construction Document – Released for Construction Submittal.

(1) Within ten (10) days of the County's written confirmation to the Architect of the consensus of agreement regarding the County's review comments, the Architect shall provide to the County for bidding purposes, one complete set of reproducible mylar documents and one set of electronic files in AutoCAD compatible format and PDF format along with specifications and four (4) complete print sets of the construction documents (drawings and specifications) with the County's review comments already incorporated. Written documents shall be in a format compatible with Microsoft Word 2003 or Excel.

(2) All drawings and related information submitted to the County shall become the property of the County upon submission by the Architect. Final Phase 4 specifications and drawings shall bear the signature and seal of the Architect and respective engineers as required by the State of Georgia laws and regulations.

5. PHASE 5 – BIDDING

a. Authorization to Proceed: The Architect shall not commence Phase 5 work without written approval from the Department of General Services. The services to be performed by the Architect under Phase 5 of this Agreement, shall be as follows:

b. Bidding Support:

1) The Architect shall prepare construction documents and specifications for bidding in a format as instructed by Fulton County General Services Department.

2) The Architect shall assist the Department of General Services in responding to request for information (RFI) during the bid period, preparing addenda for issuance by Fulton County, conducting a pre-bid conference, evaluating and reviewing bids, negotiating bids if required, and assisting in the preparation of the construction contract.

3) The Architect shall prepare Addenda and clarifications during the bidding or proposal phase. The County shall be responsible for reproduction and distribution of all Addenda.

4) The Architect shall review and evaluate requests for substitution. Written recommendations indicating acceptance or rejection of requests shall be submitted to the Department of General Services for final acceptance. A written evaluation shall be provided with each substitution request. The County shall be responsible for reproduction and distribution of responses.

6. PHASE 6 - CONSTRUCTION ADMINISTRATION

a. Authorization to Proceed: The Architect shall not commence Phase 6 work without written approval from the General Services Department. The services to be performed by the Architect under Phase 6 of this Agreement shall be as follows:

b. Construction Administration:

- 1) The Architect is specifically charged with weekly general observation of the work, including FF&E installations as set forth for the time period as indicated under Article III of this Agreement.
 - a) The Architect and his/her Engineers shall submit written detailed field reports for each site visit.
 - b) Observed items of noncompliance or items impacting schedule or cost shall be reviewed and discussed at progress meetings for resolution. The Architects' engineers shall also observe and report on their respective portions of the work on a weekly basis during the preparation and progress of the portions of the work pertinent to the engineering disciplines.
 - c) The field observation reports shall be submitted to the County and Contractor with three (3) working days of the site observation visit.
- 2) The Architect shall attend one (1) progress meeting a week with the County and Contractor.
- 3) The Architect shall attend pre-installation and mock-up review meetings when specified by the Construction Documents.
- 4) The Architect shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incidental to the work of the Contractor.
- 5) The Architect shall issue interpretations of the plans and specifications to the Contractor when required by written clarifications and supplemental drawings. The Architect shall maintain a log of all clarifications and supplemental drawings.
- 6) The Architect shall review all shop drawings and product data submittals and maintain logs for shop drawings, change proposals, change orders, supplemental drawings, modifications, clarifications, etc.. Logs shall be kept current and a copy shall be transmitted on a monthly basis to the County. The County shall require two (2) sets of all shop drawings for review and comment. Shop drawings shall be sent to the Department of General Services designated representative.
- 7) The Architect shall exercise architectural and engineering knowledge and expertise deemed necessary to guard the County against defects and deficiencies in the work of the Contractor. The Architect will advise the General Services Department and Contractor in writing of any omissions, non-approved substitutions, defects and deficiencies encountered or observed in the work of the Contractor within three (3) days of such observations.
- 8) The Architect and County representatives shall at all times be provided with and have access to the work at any time when in preparation or progress.
- 9) The Architect shall have authority to reject work not conforming to the contract documents. Whenever, in the Architect's reasonable opinion, the Architect considers it necessary or advisable to insure the proper implementation of the intent of the contract documents, the Architect will have authority to require special inspection or testing of any work in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed.

-
- 10) The Architect is authorized to approve minor variations in the Work from the requirements of the Contract Documents. Minor variations are variations to the Construction Documents that do not alter program or functional requirements, or reduce quality, performance or aesthetic quality or involve an adjustment in the contract price or the contract time.
 - 11) The Architect shall review, evaluate and provide written recommendation to all change orders submitted by the Contractor. The Architect does not have any authority to approve any Change Order. A Change Order is a written order from Fulton County to a contractor directing or approving a change, within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance, or terms and conditions of the contract. A change is within the scope of a contract if it concerns the work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents. The procedures and processes for Change Orders shall be in compliance with Fulton County Change Order Policy 800-6. Change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the contractor. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.
 - 12) Change Orders shall be prepared by the General Services Department on County generated forms in a format that is consistent with the Fulton County Change Order Policy 800-6.
 - 13) The Architect shall modify the Special Inspections (IBC 1704) Checklist for any design changes in addition to acknowledgement and approval of shop drawings, which may detail structural information, and for submission of such changes to the Building Department for approval.
 - a) The engineer or architect of record is also responsible for specifying any additional special inspections, which may be necessary and adding them to the attached special inspection and testing checklist.
 - b) The Architect shall review all special inspection reports.
 - 14) The architect is responsible for the hiring of all special inspections consultants needed for testing, inspections and reports pursuant to International Building Code Section 1704 and as required by the governmental permitting authority.
 - 15) Contractor's Applications for Payment: Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall certify and issue certificates for payment in such amounts. The certification for payment shall constitute representation by the Architect's observations at the site, that the work has progressed to the point indicated and, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents. AIA DOCUMENT G702CMa – APPLICATION AND CERTIFICATION FOR PAYMENT shall be used.
 - 16) Substantial Completion: The Date of Substantial Completion of a project is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so that the County can occupy or utilize the Work or a designated portion thereof, for the use for which it is intended and accepted by the County. A Certificate of Occupancy is required to achieve Substantial Completion, as well as submission of complete and final project record documents including record

drawings, operation and maintenance manuals, warranties and other submittal requirements.

- a) Following written Notice of Substantial Completion by General Contractor, the Architect shall conduct inspections to determine the Date of Substantial Completion. The Architect shall conduct the inspection within three (3) days of receipt of the Contractor's Notice of Substantial Completion.
- b) The Architect's engineers shall also conduct inspections concurrent with the Architect's inspection.
- c) The Architect and the Architect's engineers shall prepare a list (punch list) of Work remaining to be completed. If the Architect finds the Work is not substantially complete, the Architect shall submit the reasons and a copy of the Architect's punch list to the Contractor and the General Services Department in writing within five (5) days following receipt of the Contractor's Notice of Substantial Completion. If the Architect finds that the Work is Substantially Complete, the Architect shall notify the Contractor and General Services Department and the Architect shall incorporate the General Services Department requirements or exceptions into the punch list
- d) A separate punch list shall be conducted by the Architect and a punch list report submitted for FF&E systems.
- e) Punch list items shall be considered complete when the General Services Department approves the reconciliation of a punch list item.
- f) The Architect shall provide the General Services Department with a written list of outstanding contract requirements relative to construction status and project closeout prior to certifying the Certificate of Substantial Completion.

17) Closeout Documents

- a) The Architect shall receive, review and approve or reject all written guarantees and project closeout documents assembled by the Contractor.
- b) The Architect shall review all operation and maintenance manuals and warranties provided by the Contractor for completeness. The Architect shall transmit these materials to the General Services Department for review and approval or rejection.

18) Final Completion & Payment: Upon the Contractor's notice of final completion and submittal of a final Contractor's Application of Payment for payment for outstanding contract amounts, the Architect conduct an inspection and, when the Architect finds the Work is acceptable under the Contract Documents and the Contract fully performed and all punch list items have been reconciled by the Contractor and reconciliation has been accepted by General Services Department, the Architect will certify a Certificate for Payment approving the final payment due the Contractor and submit the Certificate of Payment to the General Services Department. This approval will constitute a representation, to the best of the Architect's knowledge, information and belief, and on the basis of observations required under this Agreement, the Work, including the General Services Department reconciliation of all punch list items, and completion of as-built and project closeout documents have been completed in accordance with the Terms and Conditions of the Contract Documents and the entire balance found to be due the Contractor, and noted in said Certificate, is due and payable.

19) Post Completion One-Year Warranty Review:

- a) The Architect and the Architect's engineers expressly agrees to participate in a post completion warranty review within twelve (12) months from the date of substantial completion during which the Architect agrees to attend, observe and submit a report of the project for evidence of faulty materials or workmanship.
- b) The seasonal equipment and materials shall be observed by the Architect and the Architect's engineer's in their appropriate season.
- c) The Architect shall document inspection observations and submit these to the General Services Department within seven (7) calendar days following the inspection.

c. Additional Services:

- 1) The County and the Architect agree that it may be necessary to make changes to this Agreement such changes will be incorporated by written modifications to this Agreement by a Change Order. Any such modification shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.
- 2) If the Architect is requested by the General Services Department or any other County agency or County staff person to perform additional work integral to the scope of this Agreement and payment is desired, it shall notify the County in writing within seven (7) calendar days of such request, and include a written detailed proposal defining the proposed work, cost and schedule for the additional work for consideration by the General Services Department.
- 3) The County shall in no way be held liable or responsible for compensating the Architect for any work performed under this section which has not first been approved in writing.
- 4) If the Additional Service or change to the Agreement requires a Modification to the Agreement, the Modification shall be processed in compliance with Fulton County Change Order Policy 800-6.
- 5) Provisions for additional compensation may be separately negotiated between the General Services Department and the Architect to pay for Additional Services. If Additional Services are required due to circumstances beyond the control of the Architect, the Architect shall notify the General Services Department in writing detailing the basis of the Additional Service request prior to carrying out any Additional Service.
- 6) If the General Services Department deems that such services are not required or are part of the work under the Agreement, the Department of General Services shall give prompt notice to the Architect.
- 7) If the General Services Department deems that such services are required, the General Services Department shall give prompt notice to the Architect and the Additional Services shall commence upon written approval by the General Services Department.
- 8) Additional Services may be considered when:

-
- a) Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such Work.
 - b) Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of contract performance of the Contractor.
 - c) Providing financial feasibility or other special studies other than those required under this Agreement.
 - d) Providing planning surveys and environmental studies, and preparing special surveys, and studies other than those required under this Agreement.
 - e) Making revisions to drawings, specifications or other documents when such revisions are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of documents.
 - f) Providing services made necessary due to an extension of the project schedule, where such extension is caused by others.

d. Scheduling Requirements

- 1) The Architect shall, during each design phase, prepare, distribute, and update the design services schedule. The schedule shall be developed for the following requirements:
 - a) to insure adequate planning and execution of the Work by the Architect;
 - b) to assist the County in evaluating the progress of the Work;
 - c) to provide for optimum coordination by the Architect of its sub-consultants, and of its Work with the work or services provided by the County or any separate consultants.
- 2) Definitions
 - a) Schedule of Record – The Schedule of Record will be the schedule for the services under this Agreement. All updates and/or revisions relating to coordinating the Work, scheduling the Work, monitoring the Work, reviewing the progress payment requests, evaluating time extension requests, and all other objectives shall be made to the Schedule.
 - b) Float - Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the accepted Schedule Submittal.
- 3) General Requirements
 - a) The Work of this Contract shall be planned, scheduled, executed, and reported using a standard scheduling program capable of multi-tasking. The Architect shall use one of the following software programs to develop its Schedule Submittal:
 - (1) Primavera Project Planner, latest version
 - (2) SureTrak Project Manager, latest version
 - (3) Microsoft Project, latest version
 - b) The Schedule Submittal, as defined herein, shall represent the Architect's commitment and intended plan for completion of the Work in compliance with the

Agreement, completion dates of phases and interim milestone dates. The Schedule Submittal shall anticipate all necessary manpower, complexities, milestones and resources to complete the services within the dates set forth.

- c) Once reviewed and accepted by the County, the Schedule Submittal will become the Schedule of Record.

4) Schedule Submittal

- a) Within seven (7) days after the Phase I Notice to Proceed, the Architect shall submit a Schedule Submittal which shall include the following requirements:

- (1) Project name and issue date.
- (2) Distinct, logical and identifiable subdivisions of all of the design and engineering phases.
- (3) All start dates, milestones, float and completion dates
- (4) Responsibility for activity
- (5) A legible time scaled network diagram

- b) The County shall have the right to require the Architect to modify any portion of the Architect's Schedule Submittal, or Recovery Schedule, as herein required, with the Architect bearing the expense thereof, which the County reasonably determines to be:

- (1) impractical or unreasonable;
- (2) based upon erroneous calculations or estimates;
- (3) not in compliance with other provisions of the Agreement;
- (4) required to ensure proper coordination of the Work by the Architect of its sub consultants and with the work or services provided by any separate consultants;
- (5) necessary to avoid undue interference with the County's operations;
- (6) necessary to ensure completion of the Work by the milestone and completion dates set forth in the Agreement;
- (7) required in order for the Architect to comply with the requirements of this Section or any other requirements of the Agreement; or
- (8) not in accordance with the Architect's actual operations.

- c) Schedule Updating: The County shall review the Architect's report of actual progress at each progress meeting. Prepared by the Architect, said report shall be submitted at each progress Meeting and set forth up-to-date and accurate progress. Said report shall be prepared by the Architect in consultation with all principal sub consultants.

- d) Recovery Schedule: Should the updated Schedule of Record, at any time during the Architect's performance, show, in the sole opinion of the County, the Architect is behind schedule for any milestone or completion date for any location or category of work, the Architect, at the request of the County, shall prepare a Schedule Revision for the purpose of displaying recovery. The revision shall identify how the Architect intends to reschedule its Work in order to regain compliance with the Schedule of Record within thirty (30) calendar days.

e. Construction Costs

- 1) Construction Costs shall be the total estimated cost to the County of all elements and contingencies of the Project designed or specified by the Architect whether furnished by the contractor(s) or purchased separately by the County. Construction Costs shall be estimated at prices current at the time of anticipated purchase and shall include all labor, materials, shipping, handling, insurance, taxes, overhead, profit, and other costs required to provide and install work.

-
- 2) Construction Costs do not include compensation of the Architect, architect's consultants or other consultants retained by the County.
 - 3) Responsibility for Construction Costs
 - a) The Architect shall have the responsibility for providing design and engineering services within the County's initially agreed upon construction budget. The Architect shall prepare estimates of construction costs in the design phases at intervals as stipulated in this Agreement under the design phases.
 - b) The estimate of construction costs submitted prior to with the Architect's Construction Documents will serve as the final confirmation that the design and engineering has complied with the County's construction budget and if it is within the construction budget, and the Architect's estimate of construction costs is found acceptable to the County, and after inclusion of any County comments and proposed revisions, and final agreement upon appropriate contingencies, that approved estimate shall become the basis for establishing the Fixed Limit of Construction Costs.
 - c) The Architect, as a design professional familiar with the construction industry and with construction costs, accepts responsibility for designing the Project so that the lowest responsive and responsible bid(s) does not exceed the construction cost as indicated in the final County approved and accepted cost estimate.
 - d) If at any time during the Construction Documents or Bidding Phase, it becomes apparent that the Fixed Limit of Construction Costs will be exceeded, the Architect shall notify the General Services Department in writing giving reasons therefore and setting forth steps that it proposes to take to maintain the design within the Fixed Limit of Construction Costs.
 - (1) Any remedial action prior to opening of bids to keep the construction costs at or below the Fixed Limit of Construction Costs shall be performed by the Architect without additional compensation from the County.
 - (2) With the County's approval, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project, and to include in the Contract Documents alternate bid items to adjust the construction costs to the Fixed Limit of Construction Costs. Any increase in the cost of the Project or changes of scope occurring after execution of the construction contract(s) shall be accompanied by a like increase in the Fixed Limit of Construction Costs and the Architect's compensation where applicable.
 - 4) If the Fixed Limit of Construction Costs is exceeded by the lowest bona fide bid, the Architect shall modify the Drawings and Specifications as necessary without additional compensation to comply with the Fixed Limit of Construction Cost.

(The remainder of this page left blank intentionally)

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

1. The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the team's proposed A/E Services that are to be performed.
2. The Technical Proposal shall be arranged and include content as described below.
3. The cover shall clearly indicate:
 - A. The Project
 - B. RFP number
 - C. Proposer's Name
 - D. Proposal Submittal Date

Section 1 - Executive Summary

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

Section 2 – Project Plan

The Project Plan shall contain the following information: *(Four pages max.)*

1. Name and corporate headquarter location (address) and telephone number of one individual to whom all future correspondence and /or communication will be directed from the prime Proposer's firm (i.e. the firm that will be entering into contract with Fulton County).
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
 - A. Project Approach Work plan: *(Two pages max.)* Provide a project approach work plan summarizing the team's quality control, method for coordination of disciplines, production methods, cost control, schedule control measures, goals and objectives.
 - B. Project Schedule Control: *(One page max.)* Describe the schedule control you will provide in developing this project. Show schedule control milestones and events through each phase of the design and engineering work, including County decision points and reviews and approvals of the County and permitting authorities having jurisdiction. This schedule will demonstrate your teams understanding of the project's potential problems and concerns.
 - C. Project Cost Control: *(One page max.)* Describe the construction cost estimating control you will provide in designing and engineering this project within the established budget. Show special cost control milestones and events through each phase of the design and engineering work, including County decision points and reviews and approvals of the County and permitting authorities having jurisdiction.
 - D. Building Commissioning: *(One page max.)* Include a statement on how the Proposer will incorporate building commissioning into the design and construction administration services.

3. Description of project deliverables.

All proposals shall be prepared on standard 8 ½ x 11 letter size paper, with material on one side only, using 12-point font size and inserted in a standard three-hole binder, for each copy. The proposal must have a table of contents and each page must be numbered. Proposers must provide information of their ability to provide the services needed to meet the RFP requirements. Technical Proposal: Submit one (1) signed original and five (5) copies of the technical proposal.

Table of Contents: A table of contents shall be included at the front of each binder, conforming to the organization of information listed below, and all binder sections shall be tabbed with clearly labeled or numbered tabs directly correlating to the table of contents.

Clearly indicate the number of Pages for each section.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the lead Project Manager and the Principle in Charge and all other personnel to be assigned to this project, their responsibilities, previous and current experience, educational and professional history, and length of time employed by the firm as a full time employee.
2. The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit Fulton County and other information the Proposer finds pertinent to submit to Fulton County.
3. Provide a Team Directory showing each team member and include the following for each team member listed: firm name; corporate home office location, address and phone number.
4. Each resume 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 Experience
 - Relevant Training and Education
 - Courses completed during past five (5) years
 - Previous Work Experience related to aviation cultural centers
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.
5. Provide an Organizational Chart which clearly indicates each discipline, company name, principal-in-charge, and project manager(s) assigned with the overall project coordination. This shall include the following associated persons:
 - Architectural Design & Specifications
 - Interior Design & Specifications
 - Furnishings Space Planning & FF&E Specifications
 - Civil Engineering & Specifications
 - Structural Engineering & Specifications
 - Landscape Design & Specifications

- Electrical Engineering & Specifications
- Security/Fire Alarm/Communication Engineering & Specifications
- Plumbing Engineering & Specifications
- Fire Protection Engineering & Specifications
- Mechanical Engineering & Specifications
- Hardware Selection & Specifications
- ADA Compliance Review of Drawings & Specifications
- Certified Construction Cost Estimator
- Commissioning Agent
- USGBC LEED Accredited Professional

Section 4 – Relevant Project Experience and Past Performance

A. Identify three (3) projects where the Proposer has performed at least three (3) analysis or process reviews of a Standby Professional Services related to Planning, Design, Engineering and Assessments – Landscape Architecture, Civil Engineering & Land Surveying Services with entities comparable to Fulton County within the past three (3) years. Such entities include cities and/or counties which provide appraisal and assessment of real and tangible business personal property. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- Facility description, a photo of the interior and exterior of the facility, indicate size, functions housed, completed cost, and, year completed.
- Services the proposing firm provided.
- Indicate whether participation was as prime or sub-consultant.
- A reference, including a contact name, addresses and phone number. This reference should be the owner’s staff member who was in charge of the project for the owner.
- Budget Performance: Bid vs. Budget Performance: *(One page max.)* Provide a summary showing dollar amounts of owner’s budget compared with actual project bids for each of the projects listed under team’s recent project experience and recent renovation experience. For projects that bid over the owner budget, provide explanation.

B. USGBC LEED: Submit project experience where LEED was initiated for design, engineering and construction. This information will be used to verify LEED experience if the County elects to pursue a Silver LEED rating for this project. If no LEED experience, indicate “None.”

- Indicate name of LEED Accredited Professional
- Indicate LEED project certified rating(s) achieved or submitted for.

Section 5 – Proposer Financial Information

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

The follow documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a “Fail” for the ‘Financial Responsibility” criteria for the Proposal Evaluation Criteria provided in Section 4.

Financial Statement/Capability

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

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

Section 6 - Availability of Key Personnel

1. Show percentage of time key personnel will spend on this project during each phase of the project.
2. Provide Current workload of key personnel. Provide information on the availability of all personnel proposed for this project assuming an NTP will be issued two months from date of proposal submittal. Include complete description of other commitments and anticipated completion dates for the personnel assigned to this project.

Section 7- 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.

3.5 COST PROPOSAL FORMAT AND CONTENT (Separate Envelope)

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

Refer to Exhibit No. 2 for Cost Proposal Form.

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

Costs include all services and direct and indirect expenses as indicated for complete design and engineering, bidding and construction administration in obtaining a LEED Silver rating of the project. The Proposer certifies that it has been provided with all information necessary to develop the fee amount for all services, direct and indirect expenses. Proposed Fee shall be quoted in lump sum dollars. A proposed amount for an allowance for Reimbursable Expenses shall also be provided, to be billed at cost on a not-to-exceed (NTE) basis. Refer to Section 8, Owner-Architect Agreement, for a description of allowable Reimbursable Expenses. The Proposer is required to complete **all** of the Cost Proposal Forms included in Exhibit No. 2 of the RFP.

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	35%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance	5%
Location of Firm	10%
Cost Proposal	10%
TOTAL POINTS	100%

**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 - Form A: Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

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.

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 _____, 2007

(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 _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

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 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 _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public) (Seal)

Commission Expires _____
(Date)

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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

6.2 REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form 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 owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

DOLLAR VALUE: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

DOLLAR VALUE: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

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

DOLLAR VALUE: \$ _____ PERCENTAGE VALUE: _____ %

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

Total Dollar Value of Subcontractor Agreements:

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

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

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

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

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and 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 _____, 2007, before me, appeared

_____, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in

the capacity therein stated and for the purpose therein contained.

EXHIBIT G - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____

(Signature)

(Printed Name)

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) 730-6300, for further assistance.

**SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS**

7.1 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$ 100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE
Combined Single Limits** Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY
(Required if computer contractor) Limits - \$1,000,000

5. UMBRELLA LIABILITY
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
(Required if respondent providing bid/quotation for professional services).

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

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

Sub-limits:

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

Deductibles:

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

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

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

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

Such certificates and notices shall be sent to:

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

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

**SECTION 8
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

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF SERVICES</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 18.	<u>RESPONSIBILITY OF CONSULTANT</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>NON-APPROPRIATION</u>
ARTICLE 42.	<u>WAGE CLAUSE</u>

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**”.

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 Section 3, 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 matters pertaining to this contract.

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

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 (**Department of General Services**) 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 of the (**Department of General Services**) 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.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

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 the **Director of General Services**.

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

Purchasing Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273

Attention: Jerome Noble

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 (replace: that state) (With: Fulton County Superior Court. 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 and 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

CONSULTANT:

[Insert Consultant Company Name & Title]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert User Department Head]
[Name and Title]

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)

Exhibit No. 1 – Required RFP Submittal Checklist

Exhibit No. 2 – Cost Proposal Form

**Exhibit No. 3 – Geotechnical Engineering Evaluation and
an Environmental Assessment Phase I**

Exhibit 1

Required Request for Proposal Submittal Checklist

Exhibit 1 – Required Request for Proposal (RFP) Submittal Checklist

The following submittals shall be completed and submitted with each proposal (see table below “Required Request for Proposal (RFP) 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.

Submit one (1) Original proposal and five (5) complete copies of the Original Proposal including all required documents.

Item #	Required Request for Proposal (RFP) Submittal Check List	Check (√)
1	One (1) Proposal marked “ Original ” and five (5) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Proposal Criteria 1) Cover Letter/Executive Summary 2) Project Plan 3) Project Team Qualifications of Key Personnel 4) Relevant Project Experience 5) Proposer Financial Information 6) Availability of Key Personnel 7) Location of Firm 8) Quality Assurance/Quality Control	
6	Purchasing Forms Form A - Certification Regarding Debarment Form B - Form A: Non-Collusion Affidavit of Bidder/Offeror Form C - Certificate of Acceptance of Request for Proposal Requirements Form D - Disclosure Form and Questionnaire	
7	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)	
8	Risk Management Insurance Provisions Form	

Exhibit 2

Cost Proposal Form

EXHIBIT NO 2 - COST PROPOSAL FORM

These forms shall be completed and attached to your detailed cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

I. CUMULATIVE COST SUMMARY FOR LEED DESIGN & ENGINEERING APPROACH SERVICES FOR ALL DISCIPLINES

A. **TOTAL COSTS:** Costs include all services and direct and indirect expenses as indicated for complete design and engineering, bidding and construction administration in obtaining a LEED Silver rating of the project. The Proposer certifies that it has been provided with all information necessary to develop the fee amount for all services, direct and indirect expenses. Proposed Fee shall be quoted in lump sum dollars. A proposed amount for an allowance for Reimbursable Expenses shall also be provided, to be billed at cost on a not-to-exceed (NTE) basis. Refer to Section 8, Owner-Architect Agreement, for a description of allowable Reimbursable Expenses.

B.

FEE AMOUNT (Lump Sum):	\$ _____
REIMBURSABLE EXPENSES (NTE):	\$ _____
TOTAL PROPOSAL COST:	\$ _____

C. **TOTAL COST BY PHASE SUMMARY:** The above lump sum Fee and not-to-exceed amount for Expenses is divided by each phase as follows:

<u>PHASE</u>	<u>FEE AMT</u>	<u>%</u>	<u>EXPENSE AMT</u>	<u>%</u>	<u>TOTAL</u>
Phase 1	_____	_____	_____	_____	_____
Phase 2	_____	_____	_____	_____	_____
Phase 3	_____	_____	_____	_____	_____
Phase 4	_____	_____	_____	_____	_____
Phase 5	_____	_____	_____	_____	_____
Phase 6	_____	_____	_____	_____	_____
TOTAL:		100		100	

- Phase 1-Programming
- Phase 2-Schematic Design
- Phase 3- Design development
- Phase 4-Construction Documents
- Phase 5-Bidding Support
- Phase 6-Construction Administration

C. COST SUMMARY BY DISCIPLINE:

The lump sum Fee and not-to-exceed amount for Reimbursable Expenses is divided by disciplines as follows.

* If the fee of a discipline is combined with the fee of another discipline (i.e., fire protection is included under plumbing engineering), indicate that the discipline is included and identify the discipline under which the service is included in the remark column.

**Document submittals shall be provided in the number of sets as indicated in the Owner / Architect Agreement. The cost for printing and distribution shall be included in the Architects Expense Amount.

DISCIPLINE	FEE AMOUNT *	EXPENSE AMOUNT **	TOTAL
Architectural Design & Specifications	\$	\$	\$
Interior Design & Specifications	\$	\$	\$
Furnishings Space Planning & FF&E Specifications	\$	\$	\$
Civil Engineering & Specifications	\$	\$	\$
Structural Engineering & Specifications	\$	\$	\$
Landscape Design & Specifications	\$	\$	\$
Electrical Engineering & Specifications	\$	\$	\$
Electrical Engineering & Specifications	\$	\$	\$
Security/Fire Alarm/Communication Engineering & Specifications	\$	\$	\$
Plumbing Engineering & Specifications	\$	\$	\$
Fire Protection Engineering & Specifications	\$	\$	\$
Mechanical Engineering & Specifications	\$	\$	\$
Hardware Selection & Specifications	\$	\$	\$
ADA Compliance Review of Drawings & Specifications	\$	\$	\$
Commissioning Agent & Specifications	\$	\$	\$
Construction Cost Estimation	\$	\$	\$
Building Commissioning & Specifications	\$	\$	\$
Other (describe)			
TOTAL	\$	\$	\$

D. DETAILED SALARY BY DISCIPLINE:

The detailed fee by discipline and not-to-exceed amount for Reimbursable Expenses shall be submitted for each consultant as follows.

Personnel hourly rates for each staffing position to be used in performing the work, for each discipline indicated in the RFP, must be provided. The proposed rates will also apply to Additional Services, if such services are authorized by the County during the contract period.

Use a separate page for each discipline even when one firm is providing more than one discipline for the total services.

STAFFING POSITION (indicate if registered professional)	Hours	Hourly Cost	TOTAL HOURLY SALARY EXPENSE
		X	= \$
TOTAL			

DISCIPLINE: _____

FIRM NAME: _____

Exhibit 3

Geotechnical Engineering Evaluation and an Environmental Assessment Phase I