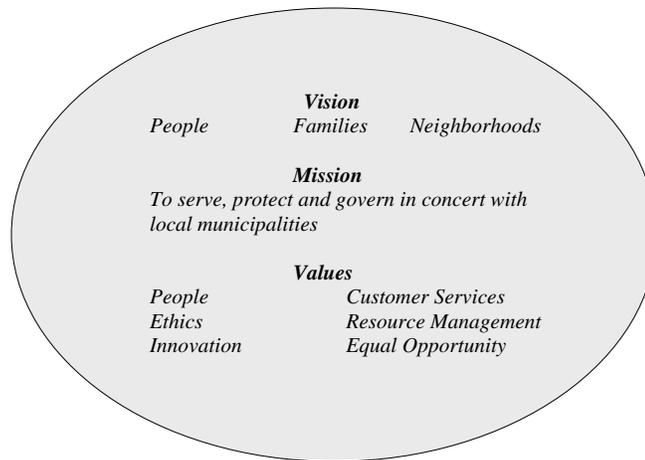




FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. 05RFP46543K-RS**

**PROGRAM MANAGEMENT AND
CONSTRUCTION MANAGEMENT SERVICES**
For
**DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION**

RFP DUE TIME AND DATE: 11:00 A.M. September 23, 2005
PURCHASING CONTACT: Rholanda Stanberry at (404) 730-4200
E-MAIL: Rholanda.Stanberry@co.fulton.ga.us

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

**PROGRAM MANAGEMENT AND CONSTRUCTION MANAGEMENT
SERVICES FOR PUBLIC WORKS TRANSPORTATION DIVISION**

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**SECTION 1
INTRODUCTION**

1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia ("County") is soliciting qualified firms to provide a full range of program management and construction management services to facilitate the development and administration of the Public Works Department Transportation Division's Capital Program and Other Transportation related functions and projects.

1.2 DESCRIPTION OF THE PROJECT

The County's Request for Proposals (RFP) is for the specialty area of transportation projects. This RFP is for the transportation projects managed by the Department of Public Works, Transportation Division.

The proposed Program and Construction Management Services is for the development and administration of the Transportation Division's capital program and other transportation related functions and projects. The responsibilities are to include: implementation of a capital improvement program (CIP); implementation of strategies to meet program objectives; assistance and support of the County in comprehensive management of the CIP projects; development of cost estimates; implementation of program funding and management, execution of Management Information System ("MIS") for transportation, development of standard for roads, traffic design, signal timing, cost forecasting, coordination of EBO Conferences and other conferences, maintenance of schedules and construction management of projects for the Transportation Division. Projects identified may be reassigned or removed from this program at the County's sole discretion.

Fulton County proposes to engage a FIRM for the duration of up to five years (5 years) beginning approximately November 15, 2005 and extending to November 15, 2010, with each year subject to renewal. The selected FIRM's owners/principals, staff and sub-consultants will report to and work directly with the management and staff of the Transportation Division, Fulton County Public Works Department.

The services will include a transition phase to transfer project responsibility from the County's current Program and Construction Management contract to a new PM/CM contract for transportation services. The contract award resulting from this Request for Proposals will provide for the uninterrupted transition and continuation of program and construction management services that the County currently has under contract. The current contract expires November 14, 2005. The County's primary goal for Program and Construction Management services

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is to achieve the successful and timely execution of the Fulton County Transportation Program, within authorized budget controls.

1.3 PURCHASING THE RFP

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

1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Friday, September 9, 2005 at 10:00 A. M.**, in Assembly Hall of the Fulton County Administration Building, 141 Pryor, 2nd Floor, Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for those responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-proposal Conference is to provide information regarding the services and to address any questions and concerns regarding the services sought by the County through this RFP.

1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **September 29, 2005 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.6 DELIVERY REQUIREMENTS

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

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Rholanda Stanberry, Chief Assistant Purchasing Agent, 130 Peachtree Street, Suite 1168, Atlanta, GA 30303-3459, by fax (404) 335-9419 or e-mail Rholanda.Stanberry@co.fulton.ga.us not less than seven days before proposals

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

1.8 PROHIBITIONS ON THIS SOLICITATION

FIRMS (including all consultants and sub-consultants) that provide services to the Fulton County Department of Public Works Water and Wastewater Division, as part of that Division's Program Management and Construction Management contract, are not eligible to propose on this solicitation.

1.9 PROHIBITION ON FUTURE CONTRACTS

The proposing team (including all consultants and sub-consultants) awarded this contract will not be eligible to perform any other services or be awarded any other contracts for projects within the Public Works Transportation Division.

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SECTION 2
INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

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

Owner – Fulton County Government

Approve - Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the FIRM or other Contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Engineer - The Engineer is the person or entity identified as such herein. The term "Engineer" means the Engineer or the Engineer's authorized representative. In the event that design and engineering services are provided for the Work of a contract by more than one prime entity under contract with the County, the term "Engineer" as used in this Agreement shall apply to the entity concerning that portion of the Work for which such entity provided design and engineering services to the County.

Bid - A complete and properly signed document whereby a Bidder proposes to

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perform the Work or designated portion thereof for the sums stipulated therein, supported by all data called for by the bidding requirements and documents.

Bidder - Any individual, company, corporation, partnership, or joint venture that submits a bid for the Work required as distinct from a sub-bidder who submits a bid to a prime bid.

Bidding Documents - Bidding Documents include the Invitation for Bids, which is comprised of the Bid Manual (including Instructions to Bidders, the Bid Form, and other bidding information), the Project Manual (including the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information) and the Drawings which are bound separately and listed in a List of Drawings included in the Project Manual; and (2) any Addenda to the Invitation for Bids issued prior to receipt of bids.

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.

Contractor: The Contractor is the prime entity that provides construction services including labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, furnishings, equipment and other facilities and services for execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work. The term "Contractor" shall be taken to include the Contractor's subcontractors, sub-subcontractors, and other entities providing materials, labor and construction for execution of the Work.

Construction Cost - The total cost or estimated cost of all elements of the Project designed or specified by the Engineer or County.

Contract Documents - Consist of the Bidding Documents and all modifications issued after award of the Contract. A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager, or (4) a written order for a minor change in the Work issued by the Construction Manager. The Contract

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Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a modification. The Contract Documents shall not be construed to create any contractual relationship of any kind between any persons or entities other than the County, including the Program Manager and Construction Manager, and the Contractor.

Construction Manager - The person or entity identified as such herein. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

County - The person or entity identified as such herein. The term "County" means the County or the County's authorized representative. The terms "County" and "County" may be used interchangeably in the Contract Documents.

Day - The term "day" as used in the Agreement shall mean "calendar day" unless specifically designated otherwise.

Directed, Required, Acceptable: When these words refer to work or its performance, "directed", "required", "requested", "authorized", "selected", "permitted", "ordered", "designated", "prescribed", and words of like implication, mean "by direction of", the County. Likewise, "acceptable", "satisfactory", "in the judgment of", and words of like import, mean "recommended by", "acceptable to", "satisfactory to", or "in the sole judgment of" the County.

Final Completion - The Date of Final Completion of the Work is the date certified by the Engineer and the Construction Manager when all construction is fully complete, including rectification of all punch list items, and when all record documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

FIRM – The team that is proposed by the proposer to provide all program and construction management functions necessary to oversee and execute the program in accordance with the scope of work defined in this RFP.

Notice of Award - This notice is provided by the County to the apparent successful Proposer or Bidder, and indicates that it is the County's intent to award the Contract to that Proposer or Bidder, contingent upon the execution of the Agreement and submission of other necessary documents as specified in the Proposal or Bidding Documents, and contingent upon the County's subsequent acceptance of same and formal approval of the Contract by the Fulton County Board of Commissioners.

Notice to Proceed - This notice is provided by the County after the County has

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accepted and approved the executed Agreement and other documents as required by and specified in the Proposal or Bidding Documents.

County-Controlled Insurance Program” (“OCIP”) - A Fulton County insurance program and delivery method that assures the Contractor, all subcontractors of any tier, and other entities or interests as the County may designate with respect to the Project are insured for certain proscribed Statutory Workers' Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project.

Program and Construction Management Team – The team that is proposed by the proposer to manage the program in accordance with the scope of work defined in this RFP.

Plans or Drawings - All drawings, sketches or reproduction of drawings pertaining to required Work.

Project - The Project is the total construction of which the Work performed under a construction or design/build contract, as described in the Contract Documents or as required by any law, ordinance, code or standard, may be a part.

Project Manual - The Project Manual includes the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information, all contained in one or more volumes. Provide: As a directive, "provide," means, "furnish and/or install completely."

Specifications - Descriptions, provisions and requirements, pertaining to method and manner of performing work, or the quantities and qualities of materials to be furnished under the terms of a Contract.

Substantial Completion - The Date of Substantial Completion of a project or designated portion thereof is the date certified by the Engineer and the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the County or the County's separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended and accepted and signed by the County. A letter is required to achieve Substantial Completion, as well as submission of complete and final project record documents to the Construction Manager for review, including record drawings, operation and maintenance manuals, warranties and other submittal requirements.

Time - Unless otherwise provided, the Contact Time is the period of time allotted in the Agreement from issuance of a Notice to Proceed, including authorized

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adjustments thereto. The date of commencement of the Work is the date established in the Notice to Proceed.

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

2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be

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submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after Friday, September 16, 2005 **at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing
Attn: Jerome Noble, Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Rholanda.stanberry@co.fulton.ga.us
F: 404-335-9419**

RE: [Insert RFP # and description]

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

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

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

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2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with four (4), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

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

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

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from the Department of Public Works and one/two Purchasing Staff 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.

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2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the services contract` 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

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responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

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

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OPTIONS

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

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

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

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- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its FIRMs 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 FIRMs, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

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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.

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**2.20 FULTON COUNTY PURCHASING DEPARTMENT REQUEST FOR PROPOSAL (RFP)
GENERAL REQUIREMENTS**

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

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

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

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

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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

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- 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

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- 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

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- 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

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- 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”.

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**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 **Friday, September 23, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

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

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP _____
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

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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

The PM/CM will provide all necessary services to coordinate and complete the projects developed in the Transportation's Capital Improvement Program and other transportation related projects to insure that the overall program objectives are met. The County will provide general oversight and coordination of all activities.

Location of Transportation Capital Improvement Project Website:

<http://pwwmaps.co.fulton.ga.us/pmtwebt/ProgInfo.aspx?QS=0>

The FIRM will be assigned a Fulton County Government Center location for key staff members. The FIRM will occupy this Fulton County Government Center location during the term of this contract as depicted in Exhibit 1.

The services under this Agreement include but is not limited to: transitional phase, core services responsibilities and other services.

The transitional phase will include acceptance of projects from the current Program Manager and Construction Manager as of November 14, 2005. The responsibilities of take-over should include all necessary phases up to and including complete project

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turnover.

The core services responsibilities of the FIRM's shall include members that provide day-to-day functions for implementation of the Capital Improvement Program. These positions should be proposed as full time positions in the contract.

Program Director
MIS Manager/Web Developer
Office Engineer
EBO Coordinator/Office Engineer Support
Administrative Assistant

The Other additional services will include assisting the County in public relations activities including preparing information and attending public meetings, preparing necessary information for obtaining applicable permits, providing liaison for the County to resolve property owner's inquiries during construction and monitoring contractor's compliance with all governmental agency permit requirements for construction activities.

GENERAL

The General work to be performed by the FIRM under this RFP shall be as follows:

- The FIRM agrees to provide all Professional PROGRAM MANAGEMENT and CONSTRUCTION MANAGEMENT Services including the necessary documents, conferences, meetings, presentations and presentation materials required by the COUNTY.
- The FIRM shall attend a Pre-Program conference with the County to review County policies and procedures.
- The FIRM shall provide services in compliance with County policies and procedures and provide reports demonstrating compliance on a monthly basis and when requested. Monthly reports shall include subcontractors' report including M/FBE status report for each project.
- The FIRM shall develop a Program Management Plan (PMP) to establish detailed strategy, direction and performance goals for implementing a large number of projects. The implementation strategy shall identify project scopes, recommended project groupings, analysis, budgets and budget groupings, schedules, projections, and recommendations for the overall Capital Projects Program and individual projects.
- The FIRM shall attend Fulton County Board of Commissioners meetings and other County or public meetings when requested to address issues and topics associated with Capital Projects.
- The FIRM shall assist the COUNTY in developing the necessary documents to procure the services of other professionals when required by the COUNTY.
- The FIRM shall attend Capital Projects Program meetings and provide written status summary reports on a monthly basis.

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- The FIRM shall be responsible for establishing, providing and organizing program and project management information and control systems. The FIRM shall provide, implement and manage a computer system including hardware, software, relative updates and maintenance. The system shall include, but not be limited to, program management, document control systems, scheduling, cost control, procurement status, design/engineering status, Contractor/Sub-Contractor progress and cost, M/FBE EEO status and cost, delivery/installation status, project historical data report and inventory/assets status, payments including all subcontractor information.

The FIRM shall secure sufficient software licenses to grant access for up to fifteen (15) County staff. The organization and format of information shall allow for the FIRM, and County to be informed as to the status and forecast of the overall Capital Projects Program as well as to analyze operational data of individual projects. Each individual project shall include, but not be limited to, the following:

- Schedule Maintenance Reports & Analysis: The FIRM shall prepare and distribute Schedule Reports during the Design and Construction Phases. The Reports shall compare the projected completion dates to scheduled completion dates of each separate Contract and to the Master Schedule for the Project.
- Project Cost Reports & Analysis: The FIRM shall prepare and distribute Project Cost Reports during the Design and Construction Phases. The Reports shall compare actual project costs to the Project and Construction Budget.
- Project and Construction Budget Revisions & Analysis: The FIRM shall make recommendations to the County concerning changes that may result in revisions to the Project and Construction Budget. The FIRM shall perform Value Engineering as projects develop.
- Cash Flow Reports & Analysis: The FIRM shall periodically prepare and distribute Cash Flow Reports during the Construction Phase. The Reports shall compare actual cash flow to planned cash flow.
- Progress Payment Reports: The FIRM shall prepare and distribute the Progress Payment Reports. The Reports shall state the total Contract Price, payment to date, current payment requested, retainage, and amounts owed for the period. A portion of this Report shall be a recommendation of payment that shall be signed by the FIRM and delivered to the County for use by the County in making payments to the Contractor.
- Subcontractor and M/FBE Reports: Project status report as required by M/FBE Participation Plan.
- Change Order Reports & Analysis: The FIRM shall periodically during the Construction Phase prepare and distribute Change Order Reports. The Reports shall list all County-approved change

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orders by number, a brief description of the change order Work, the cost established in the change order and percent of completion of the change order Work. The Report shall also include similar information for potential change orders of which the FIRM may be aware.

- Inventory/Assets Report: The FIRM shall periodically prepare and distribute Inventory/Assets Status Reports. The Reports shall list all assets and associated values of all supplies purchased by the PM/CM FIRM. The report shall be in a format acceptable to the Fulton County Finance Department.
- The FIRM shall be responsible for establishing and organizing program and project management information and control systems for cost control, schedule control, comprehensive reporting systems and their formats, and for document control systems. The FIRM shall inform the County as to the status and forecast of the overall Capital Projects Program as well as to analyze operational data of individual projects in comparison to the FIRM'S Capital Projects Program implementation strategy.
- The FIRM shall constantly update cost and schedule systems for the Capital Projects Program activities and individual projects.
- The FIRM shall participate in all audits held within the Transportation Division.
- The FIRM shall assist the County's Purchasing Department with developing procurement projects, project delivery method and requirements for each project in pre-planning process.
- The FIRM shall establish integrated procurement forms (agreements and contracts) to be used program wide including County/FIRM Agreements and County/Contractor Agreements. The FIRM shall use existing County generated agreements to utilize as the basis for future procurement forms.
- The FIRM shall assist the County in the procurement process by providing evaluations of engineering firms selected to work with the County for design services or construction contractors.
- The FIRM shall develop and implement Quality Assurance Program and ensure compliance to the Capital Projects program.
- The FIRM shall assure that Fulton County standards and policies including but not limited to permitting standards, and design and construction guidelines and policies are fully complied with.
- The FIRM shall ensure that Partnering is introduced and maintained in execution of the work with all parties.
- The FIRM shall establish and implement the COUNTY program for involving Minority/Female Business Enterprise Participation (M/FBE) into the execution of all work on all Capital Program Projects.
- The FIRM shall incorporate such items as environmental impact report

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- preparation and/or recommendation into the execution of the work.
- The FIRM shall assist the County and provide project analysis and recommendations to establish annual Capital Budgets for review and approvals by the COUNTY.
- The FIRM shall assist the County in managing a Controlled Insurance Program (i.e., CIP, Wrap-Up).
- The FIRM shall monitor and review risk avoidance and claims prevention programs.
- The FIRM shall establish safety programs and safety criteria for all projects within the program.
- The FIRM shall provide all other services necessary and related to the unified management of the Capital Projects Program.

SECTION I - PROJECT IMPLEMENTATION:

Phase I - Planning/Pre-Design

- The Proposed/Pre-Design and Construction work to be performed by the FIRM under this Agreement for each Capital project shall be as follows.
- The FIRM shall assist the COUNTY in performing all inter-governmental coordination and interface and concurrence.
- The FIRM shall, where requested by the County, obtain public, and inter-governmental comment, and act as liaison with public and inter-governmental groups.
- The FIRM shall verify COUNTY developed project programs, scope and budget estimates and prepare written design programs, scopes and budget estimates for projects where these activities are not yet completed or defined, and prepare project development budget estimates. Project programs shall include procurement schedules for procurement of design and construction services as well as scheduling procurement of separate County contracts for County furnished items and long lead fabrication items.. Necessity and cost recommendations for special studies that may be required for a project shall be identified by the FIRM in budgets estimates and schedules.
- The FIRM, after County approval of general scopes and programs, shall develop detailed project scope including any special studies.
- The FIRM shall make recommendations and assist the COUNTY in managing a comprehensive procurement and contracting strategy for the Capital Projects Program.
- The FIRM shall prepare for each project, a preliminary design and construction schedule for the COUNTY that will include, but not be limited to, schedule of design and engineering document production, construction activities and other design and engineering work that will be sequenced during the construction phase. The schedule shall show milestone dates for early start, late start and float time for bidding, construction and move-in phases, county reviews, pre-installation meeting dates and progress meeting

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- dates, mock-up construction, substantial and final completion, authority having jurisdiction inspections, move-in activities, issuance of separate Request for Proposals for County's separate contract work and procurement schedule requirements for long lead fabrication items. A summary shall be included comparing any differences between the previously developed pre-planning schedule and the final detailed construction schedule.
- The FIRM shall evaluate and make recommendations to County Departments regarding project scope and schedule, to determine the feasibility position of proposed project(s) to make recommendation to proceed or to defer a project.
 - The FIRM shall assist the County in procurement of FIRMs to conduct geotechnical investigations, surveying and environmental assessments for projects.
 - The FIRM shall manage the Transportation Division's Standby Engineering FIRMs.
 - The FIRM shall manage the Capital Improvement Program (CIP). This will require managing a wide range of sub-consultants' including but not limited to engineering, landscape architecture, land surveying, environmental, technical, and administrative services relative to each project. The FIRM shall assist the COUNTY in procurement of qualified technical and professional personnel to perform to COUNTY standards and procedures the duties and responsibilities assigned. The COUNTY, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed. The following shall be required:
 - Assist the COUNTY in procuring and managing consulting contracts for miscellaneous surveying consisting of property research and field surveys, plat preparation, project/program control verification, preparation of complete database for miscellaneous intersections and other minor projects, support for environmental studies and actions, and minor construction staking and construction verification.
 - Structural reviews - Independent reviews of bridge and major retaining wall designs to verify accuracy and integrity of the design, cost-effectiveness of the design, and conformity to current COUNTY, GDOT and AASHTO design and construction practices.
 - Value engineering for all projects where needed.
 - Permit application and support for minor projects.
 - Environmental/historical/cultural management includes identification and development of a support program for COUNTY environmental/historical/cultural efforts such as local and regional Air Quality compliance, and assistance with ISTEAs compliance, assistance with ARC requirements, and other associated programs, as well as assistance with specific project activities.
 - Traffic studies.
 - Right-of-Way coordination.
 - Provide project information to the public - including phone and

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personal contacts, preparation for and attending public meetings, development and use of special communication/presentation tools as may be required, and development and coordination of public information reports.

- Provide special engineering and landscaping FIRM services such as special studies, minor landscape designs, and economic analysis.
- Coordinate efforts of the design and engineering FIRM and utilities/railroads.
- The FIRM will submit program outline specification including, but not limited to, description of circulation requirements, utility requirements, easement and right-of-way requirements.
- The FIRM shall prepare quantitative itemized probable construction cost estimates for each project. Estimates shall include, but not be exclusive of, quantity, total unit cost, unit type, labor cost, final total cost for material, labor, and sub-contractor cost for all materials. Line items for appropriate allowances and General Contractor general conditions, overhead and profit shall also be included.
- The FIRM shall attend coordination meetings with the COUNTY and FIRM and engineers as appropriate to the Capital Project. Progress meetings during design and construction shall be scheduled and attended by the FIRM on a bi-monthly basis.
- The FIRM shall provide all other services under this phase necessary and related to the unified management of the Capital Projects Program.

Phase 2 - Design & Engineering

The work to be performed by the FIRM under this RFP for the design and engineering of each Capital project shall be as follows:

- The FIRM shall make recommendations to the County regarding revisions to the Construction Management plan. Revisions approved by the County shall be incorporated into the Construction Management Plan.
- The FIRM shall conduct a Project Conference attended by the Design Professional, the County and others. During the Project Conference the FIRM shall review the Construction Management Plan, the Master Schedule, Design Phase Milestone Schedule, the Project and Construction Budget and MIS.
- The FIRM shall monitor the Design Professional's compliance with the Construction Management Plan and the MIS, and the FIRM shall coordinate and expedite the flow of information between the County, Design Professional and others.
- The FIRM shall conduct periodic project meetings attended by the County, Design Professional and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of the design progress. The FIRM shall prepare and distribute minutes of this

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- meeting to the County, Design Professional and others.
- The FIRM shall review the design documents and make recommendations to the County and Design Professional as to scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors; and as to the separation of the Project into contract for various categories of work. The recommendations resulting from such review shall be provided to the County and Design Professional in writing or as notations on the design documents. In making reviews and recommendations as to design documentation or design matters the FIRM shall not be responsible for providing nor will the FIRM have control over the Project design, design requirements, design criteria or the substance or contents of the design documents. By performing the reviews and making recommendations described herein, the FIRM shall not be acting in a manner so as to assume responsibility or liability in whole or in part, for any aspect of the project design, design requirements, design criteria or the substance or contents of the design documents. The FIRM actions in making such reviews and recommendations as provided herein are to be advisory only.
 - The FIRM shall expedite the County's design review by compiling and conveying the County's review comments to the Design Professional.
 - The FIRM shall assist the County in obtaining necessary permits and shall act as a liaison with public and governmental agencies for the purpose of obtaining said permits.
 - The FIRM shall recommend revisions to the Master Schedule while performing the above-mentioned services. The FIRM shall initiate and the County shall issue, as needed, change orders to appropriate parties to implement the Master Schedule revisions.
 - The FIRM shall monitor compliance with the Design Phase Milestone Schedule.
 - The FIRM shall, prior to transmitting Contract Documents to bidders, prepare a Pre-Bid Construction Schedule for each part of the Project and make the schedule available to the bidders during the Bid and Award Phase.
 - The FIRM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Design Professional. This estimate shall include a contingency acceptable to the County, FIRM and Design Professional for construction cost appropriate for the type and location of the Project, and the extent to which the design has progressed. The County recognizes that the FIRM will perform in accordance with the standard of care established in this agreement and the FIRM has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices or over competitive bidding or market prices. Accordingly, the FIRM does not guarantee that proposals, bids or actual construction cost will not vary from budget figures included in the Construction Management Plan as amended from time to time. If the budget figure is exceeded, the County will give written consent to increasing

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the budget, or authorize re-bidding of the Project within a reasonable time, or cooperate with the FIRM and Design Professional to revise the Project's general scope, extent or character in keeping with the Project's design requirements and sound design practices, or modify the design requirements appropriately. Instead of the foregoing, the County may also abandon the Project. The estimate for each submittal shall be accompanied by a report to the County and Design Professional identifying variance from the Project and Construction Budget. The FIRM shall facilitate decisions by the County and Design Professional when changes to the design are required to remain within the Project and Construction Budget.

- The FIRM shall make recommendations to the County concerning revisions to the Project and Construction Budget that may result from design changes.
- The FIRM shall provide value analysis studies on major construction components. The results of these studies shall be in report form and shall be distributed to the County and Design Professional.
- The FIRM shall prepare and distribute Schedule Maintenance Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project.
- The FIRM shall prepare and distribute Project Cost Reports that shall indicate actual or estimated cost compared to the Project and Construction Budget.
- The FIRM shall periodically prepare and distribute a Cash Flow Report.
- The FIRM shall prepare and distribute Design Phase Change Reports that shall list all County-approved changes and as of the date of the report and shall state the effect of the changes on the Project and Construction Budget and the Master Schedule.
- The FIRM shall provide all other services under this phase necessary and related to the unified management of the Capital Projects Program.

Phase 3 - Procurement/Bidding

The services to be performed by the FIRM under this RFP shall be as follows and shall comply with existing Fulton County Procurement procedures for procurement, proposals, bidding, evaluations, recommendations and contract processing:

- The FIRM shall coordinate and develop Request for Proposals (RFP) and Invitations to Bid (ITB) for Transportation Projects including the printing and distribution of documents through the Fulton County Purchasing Department as needed.
- The FIRM shall assist the COUNTY in obtaining and evaluating bids, conducting pre-bid conferences, evaluation of proposals, and preparing construction contracts.
- The FIRM shall prepare and assist in the distribution of Addenda and clarifications during the bidding phase.
- The FIRM shall respond to requests for clarification and information.

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- The FIRM shall review and evaluate requests for substitutions. Written recommendations indicating acceptance or rejection of requests shall be submitted to the COUNTY for final acceptance. A written evaluation shall be provided with each substitution request. Approved substitutions shall be incorporated into the documents by addenda issued by the FIRM to the COUNTY.
- The FIRM shall assist the COUNTY in implementing the previously developed procurement schedule for advertising, pre-qualifying, community and contractor outreach when applicable, and supplementing the COUNTY'S lists of bidders.
- The FIRM shall prepare documents for contract packages and define scopes of work.
- The FIRM shall enforce provisions for appropriate communication during and after the bid period.
- The FIRM shall manage distribution of controlled documents including drawings and addenda.
- The FIRM shall assist the COUNTY in conducting evaluations of all proposals and bids, verify scope, analyze and recommend for award. Recommendation is to include confirmation or deficiencies of bidder or proposer responsiveness and verification of M/FBE statements and level of participation.
- The FIRM shall assist in obtaining the necessary written approvals for contract award and approval by the Fulton County Board of Commissioners.
- The FIRM shall notify the COUNTY and the FIRM and engineers to attend the Pre-Bid Conference.
- The FIRM shall provide all other services under this phase necessary and related to the unified management of the Capital Projects Program.

Phase 4 - Construction Administration

The services to be performed by the FIRM under this RFP shall be as follows:

- The FIRM shall be specifically charged with the quality assurance and coordination program for monitoring construction administration performed by engineers.
- The FIRM shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustment; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the County's representative at the construction site, the FIRM shall be the party to whom all such information shall be submitted.
- The FIRM shall attend and conduct a pre-construction meeting prior to construction startup and mobilization, and construction progress meetings and pre-installation meetings required by the construction documents and by the County during construction.

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- The FIRM shall assist the COUNTY in conducting a pre-construction conference with the successful contractor(s) to ensure proper understanding of contract agreements and requirements by all parties, including project procedures.
- The FIRM shall implement the FIRM'S previously developed control systems to monitor and report on cost and schedule, quality assurance/quality control (QA/QC) verifications, safety, and M/FBE participation compliance.
- The FIRM shall implement the FIRM'S previously developed document control system and project management systems, including submittal management.
- The FIRM shall ensure compliance with project reporting and periodic meeting requirements consistent with project needs.
- The FIRM shall implement project and contract administration procedures, including change control, invoice processing, and enforcement of contractual terms and conditions in accordance with Fulton County procedures.
- The FIRM shall implement the FIRM'S previously developed QA/QC Program.
- The FIRM shall make reproducible drawings available to Contractor for Contractor's printing of documents when required at the beginning of construction and during construction. The FIRM is not responsible for the Contractor's printing cost.
- The FIRM is specifically charged with weekly general observation and inspection of the entire work. Written field reports for each site visit shall be submitted. The reports shall detail observations of the quality and progress of the work and indicate and determine whether the work is proceeding on schedule. The FIRM is specifically charged with conducting a general observation and inspection of the entire work prior to processing invoices and Contractor's Applications for Payment and at other times when requested by the County.
- The FIRM shall, in participation with the Contractor, determine a Schedule of Values for each construction contract. The Schedule of Values shall be the basis for the allocation of the Contract Price to the activities shown on the Contractor's Construction Schedule.
 1. The Contractor's Construction Schedule shall have the total Contract Price allocated by the Contractor. Each of the Contractor's activities shall be allocated a price and the sum of the prices of the activities shall equal the total Contract Price. The FIRM shall review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the Contractor shall be based on the Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule Reports and the Contractor's compliance with the requirements of the Contract Documents.
 2. The FIRM shall advise the County as to the effect on the Project and Construction Budget of all proposed and approved change orders.

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3. In instances when a lump sum or unit price is not determined prior to the County's authorization to the Contractor to perform change order Work, the FIRM shall request from the Contractor records of the cost of payroll, materials and equipment and the amount of payments to each subcontractor incurred by the Contractor in performing the Work.

4. The FIRM shall review the payment applications submitted by the Contractor and determine whether the amount requested reflects the progress of the Contractor's Work. The FIRM shall make appropriate adjustments to each payment application and shall prepare and forward to the County a Progress Payment Report. The Report shall state the total Contract Price, payments to date, current payment requested, retainage and actual amounts owed for the current period. Included in this Report shall be a Certificate of Payment that shall be signed by the FIRM and delivered to the County.

- The FIRM may authorize minor variations in the Work from the requirements of the Contract documents that do not reduce quality, performance, or involve an adjustment in the Contract Price or the Contract time and which are consistent with the overall intent of the Contract Documents. The FIRM shall provide to the design professional copies of such authorizations.
- The FIRM shall establish and implement a change order control system. All changes to the Contract between the County and Contractor shall be only by change orders executed by the County. The Contractor shall submit to the FIRM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed change order work. The FIRM shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor, and endeavor to determine the Contractor's basis for the price and time proposed to perform the Work.
- The FIRM shall review the contents of all Contractor-requested changes to the Contract Time or Price endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The FIRM shall provide to the design professional a copy of each change request, and the FIRM shall in its evaluations of the Contractor's request consider the design professional's comments regarding the proposed changes.
- The FIRM shall make recommendations to the County regarding all proposed change orders. At the County's direction, the FIRM shall prepare and issue to the Contractor appropriate change order documents. The FIRM shall provide to the design professional copies of all approved change orders.
- The FIRM shall notify the County whenever a Contractor notifies the FIRM that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents. The FIRM shall receive from the design professional and transmit to the Contractor all information necessary to specify any design changes required being responsive to the

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differing or changed condition.

- The FIRM shall, on a monthly basis, review the progress of construction of the Contractor, shall evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule and shall review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic schedule report that shall be prepared and distributed to the Contractor, County and design professional by the FIRM. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The FIRM shall advise and make recommendations to the County concerning the alternative courses of action that the County may take in its efforts to achieve Contract compliance by the Contractor.
 1. Prior to the issuance of a change order, the FIRM shall determine and advise the County as to the effect on the master schedule of the change. The FIRM shall verify that activities and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.
 2. The FIRM shall require the Contractor to prepare and submit a Recovery Schedule.
- The FIRM will advise the COUNTY in writing of any omissions, non-approved substitutions, defects and deficiencies encountered or observed in the work of the Contractor.
- The FIRM shall review updated construction schedules for the project with the COUNTY and provide written comments to the COUNTY.
- The FIRM shall respond in writing to request for clarification and request for information.
- The FIRM shall review, take action and assure shop drawings are received and processed, for all shop drawings and product data submittals and maintain logs for shop drawings, change proposals, change orders, supplemental drawings, modifications and clarifications. Logs shall be kept current. Review of shop drawings by COUNTY shall be only for confirmation for compliance to project programs, guidelines and standards. Shop drawing review responsibility shall remain with the contractor, FIRM and engineers of record.
- The FIRM shall at all times have access to the work when in preparation or progress.
- The FIRM shall be required to attend and document progress meetings during the bi-weekly site observation visits.
- The FIRM shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), nor the safety precautions and programs incident to the work of Contractor. The FIRM shall exercise the engineering knowledge and expertise deemed necessary to guard the COUNTY against defects and deficiencies in the work. The FIRM shall submit written field reports to the COUNTY for items of

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- noncompliance or those that impact schedule or cost. These items shall be reviewed and discussed at progress meetings for resolution.
- The FIRM shall exercise the engineering knowledge and expertise deemed necessary to guard the COUNTY against defects and deficiencies in the work. The FIRM shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the County against Work by the Contractor that does not conform to the requirements of the Contract Documents.
 1. The FIRM shall reject any portion of the work and transmit to the County and Contractor a notice of nonconforming Work when it is the opinion of the FIRM, County, or design professional that such Work does not conform to the requirements of the Contract Documents.
 2. Except for minor variations, the FIRM is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the Work not conforming with the requirements of the Contract Documents.
 3. Communication between the FIRM and Contractor shall not in any way be construed as binding the FIRM or County or releasing the Contractor from performing in accordance with the terms of the Contract Documents. The FIRM will not be responsible for, nor does the FIRM control, the means, methods, techniques, sequences and procedure of construction for the Project.
 4. The FIRM shall render in writing within a reasonable time decisions concerning disputes between the Contractor and the County relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work.
 5. The FIRM shall implement a safety program for the Capital Projects Program and for each individual project and require each Contractor that will perform Work to prepare and submit to the FIRM for general review a safety program, as required by the Contract Documents. The FIRM shall review each safety program to determine that the programs of the various Contractors performing Work at the site, as submitted, provide for coordination among the Contractors of their respective programs and with the County Coordinated Insurance Program, if any. The FIRM shall review the Contractor's programs, and develop criteria for monitoring or supervising the implementation of such programs or the procedures and precautions associated therewith, or for the coordination of any of the above with the other Contractors performing the Work at the site.
 - The FIRM shall assist the COUNTY in procuring and coordinating materials testing and inspection agency services for projects. The FIRM shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the design professional. The FIRM shall not be responsible for directly providing, nor shall the FIRM control, the actual performance of

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- technical inspection and testing.
- The FIRM shall manage construction phase activities for the Transportation Program including, but not limited to, the management and administration of construction engineering, inspection, and materials sampling and testing necessary to ensure compliance in accordance with COUNTY policies, standards, and procedures, and GDOT Standard Specifications, Construction Manual, as well as the contract documents for each project. Services shall include, but not be limited to, the following:
 - Perform plan reviews and utility/railroad coordination throughout all project phases.
 - Schedule and conduct weekly (minimum) coordination meetings on all projects to:
 - Review progress on each construction phase;
 - Identify, develop, and initiate means to correct problems in maintaining the critical path schedule;
 - Coordinate efforts of the contractor and utilities/railroads and resolve any issues pertaining to the quality of construction; and
 - Monitor progress on any outstanding ROW parcels and special stipulations.
 - Analyze all claims or request for changes and negotiate prices as necessary.
 - Prepare, submit, and process monthly progress payments due to the contractor based on documented estimates of actual quantities completed and accepted for payment.
 - Provide experienced and qualified staff whose duties will include day-to-day management of construction, compliance confirmation, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
 - Provide qualified inspection and testing personnel in numbers necessary to ensure that the projects are constructed in reasonably close conformity with the plans, specifications, permits, and other contract provisions. All inspection, sampling, and testing frequencies will be as required by the GDOT Construction and Sampling and Testing manuals and shall be reported on the appropriate GDOT (and/or COUNTY) forms.
 - Maintain summaries for each pay item contained in the construction contract. The summary shall show total quantities to date (whether estimated or measured) as documented on the Inspection Daily Reports and shall be utilized to prepare the contractor's monthly estimates. The inspector shall keep detailed, accurate records (diary) of the contractor's daily operations and significant events that affect the works.
 - Maintain sampling and testing logs for each pay item requiring testing

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or certification showing the status of testing and materials certification as the work progresses.

- Maintain a submittal log providing transmittal, review and approval/rejection days of all submittals in order to ensure that no delays occur.
- Coordinate the relocation of all utilities/railroad facilities and provide a liaison with the various utility/railroad agencies. Monitor utility/railroad work performed under force account agreements and maintain appropriate accounting records.
- Prompt written notification to the COUNTY of all omissions, substitutions, defects, and deficiencies in the work and any corrective actions taken.
- Monitor closely the contractor's Maintenance of Traffic and Erosion and Sediment Control activities to ensure the public's safety and strict compliance to the plans, specifications, and applicable regulations.
- Provide off-site inspection/certification for structural member fabrication or other construction materials when those services are not provided by GDOT.
- Provide a liaison for the COUNTY to resolve property County's inquires during construction. Serve as a contact for all citizens or agencies having questions or concerns about the construction. Submit written reports of all inquires including any actions taken within one week of the initial contact.
- Provide initial, monthly, and final photos and videotape of the construction with special attention to any problem areas.
- Conduct final inspection of completed projects with the COUNTY and other interested agencies and prepare final punch list. Assure that the final punch list work is timely and acceptably completed. Prepare final statement and certification, final materials certificate, and assist in preparation of a final change order (if any) to close out the projects. The FIRM shall present all records and documentation prepared in the course of the project to the COUNTY at the conclusion of the assignment to that project.
- The FIRM, based on such observations at the site and on the Contractor's Applications for Payment, the FIRM shall determine the amount owing to the Contractor and shall certify and issue certificates for payment in such amounts for final approval by the County. The issuance of a certificate for payment shall constitute representation by the FIRM's observations at the site, that the work has progressed to the point indicated and that to the best of the FIRM's knowledge, information and belief, the quality of the work is in accordance with the contract documents. AIA Form G702 Application & Certificate For Payment shall be used.
- The FIRM shall have authority to reject work on behalf of the County, which does not conform to the contract documents as interpreted by the FIRM.

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- Rejection of work shall be in writing and shall identify the work and reason for non-compliance. Whenever, in his reasonable opinion, The FIRM considers it necessary or advisable to insure the proper implementation of the intent of the contract documents, by acting on behalf of the COUNTY, he 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. The requirement of special inspection or testing of any work shall be requested in writing prior to conducting the inspection or test.
- The FIRM shall review and prepare all change orders and confirm funding is available. Change order documentation shall include percentage and dollar amount for M/FBE participants. Change order language and approval process shall be consistent with the Fulton County Procedures for Handling Change Orders (Policy 800-6) and shall include change order background as defined by this policy and the supporting reason for the change order for County approval.
 - The FIRM shall provide the COUNTY with a list of outstanding contract requirements relative to construction status and project closeout at Notice of Final Completion. The FIRM shall review all as-builts, operation and maintenance manuals and warranties for completeness. The FIRM shall transmit these materials to the County's Project Manager.
 - The FIRM shall provide all other services under this phase necessary for the unified management of the Capital Projects Program to achieve and maintain completion on time, at or less than budgeted cost, and consistent with appropriate quality standards for the COUNTY.

Phase 5: Close-Out Through Warranty

The services to be performed by the FIRM under this RFP shall be as follows:

- The FIRM shall, after periodic checking through the project duration, receive all A/E final as-built documents for inclusion into the closeout documents and submit to the COUNTY, complete sets of Contractor mylar as-built drawings with four (4) sets of blueprints at the completion of the construction. All changes shall be clearly referenced to the Supplemental Instructions, Construction Change Directives, Change Orders and Request for Information. The FIRM shall review documents to assure all changes, corrections and change orders made during construction have been included.
- The FIRM shall administer all warranty provisions to achieve satisfaction; this shall include periodic post-construction inspections.
- The FIRM shall coordinate preparation of the final project report by the A/E and supplement its content with the FIRM'S overview and historical data report.
- The FIRM shall provide other services under this phase necessary for the unified management of the Capital Projects Program to achieve and maintain completion on time, at/or less than budgeted cost, and consistent with

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appropriate quality standards for the COUNTY.

**SECTION II - PROGRAM MANAGEMENT CONTRACT TURNOVER &
TRANSITION**

- The FIRM shall prepare status summaries of all work completed under the contract and for all on-going and pending work for the COUNTY updated to two (2) weeks prior to contract completion.
- The FIRM shall turnover complete and organized documents, reports, files and all other records. All documents, reports, files and other records developed during the course of the contract shall remain with the COUNTY.
- All office accommodations and equipment, other than the FIRM'S personal belongings shall remain with the COUNTY.
- The FIRM shall assist the COUNTY with Capital Projects Program services transition to a new FIRM at no additional cost to the COUNTY within the time established on the contract. During the transition period, the FIRM, COUNTY and the new Program Management FIRM shall work together to complete the turnover and transition of services from the established office of the FIRM.
- The FIRM shall provide all other services under this phase necessary for the continuity and transition of the unified management of the Capital Program to a new FIRM.
- The FIRM shall submit final invoice for services to the COUNTY following completion of the turnover and transition of the Capital Program and other transportation program services to the new Program and Construction Management firm.
- The FIRM shall submit a certified payroll roster for all personnel performing work under this contract in the manner indicated below:

Invoice Period	Certified Payroll Roster Submission Date:
15 Nov - 15 Feb	1 March
16 Feb - 15 May	1 June
16 May - 15 Aug	1 Sept
16 Aug - 15 Nov	1 Dec

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SECTION III - DELIVERABLES

The FIRM shall furnish the deliverables during the course of the project. Deliverables for each phase of the services shall include, but not limited, to the following:

I. PROGRAM DEVELOPMENT PHASE
<ul style="list-style-type: none">• Program Management Plan (PMP)• A monthly status report which job status is summarized and consist of executive summary, summary of each job, summary of major problems and concerns, CPM schedule for each project, project status, financial reports by contract based on earned value, shop drawings logs with listing and tracking systems, requests for information, change order logs in progress and approved requests, CPM schedule (master schedule for each contract), project budget status and safety issues.• Management Team weekly meeting minutes that includes status of work, budget reviews, schedule reviews, information needed for the program, identification of potential problems, change orders, claims, potential claims and problems.• Project updates and issues to the Board of Commissioners meetings and other town hall meetings.• Summary of regulatory, technical and related influences on the program and recommendation for program changes.
II. PLANNING AND PREDESIGN PHASE
<ul style="list-style-type: none">• Construction Management Plan (CMP) for each project• Scope of services for project• Request for proposals• Construction budget and milestone schedule for project• Cost analysis
III. DESIGN/PERMITTING PHASE
<ul style="list-style-type: none">• Master Project CMP Schedule• Development and monthly update of design phase schedule for all phases• Pre-Bid Construction Contract Schedule• Construction cost estimates and updates for 35% and 100% submittals.• Value engineering and analysis• Schedule maintenance report comparing actual progress with scheduled progress.• Project cost reports indicating actual or estimated cost compared to project and construction budget.• Cash flow report• Design change report.
IV. BID AND AWARD PHASE
<ul style="list-style-type: none">• Request for qualifications• Market analysis• Qualified bidders list• Bid analysis of each bidder• Comprehensive bid report including recommendation for award•

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V. CONSTRUCTION PHASE
<ul style="list-style-type: none">• Pre-construction conferences for each contract• CMP schedules• Monthly update/revised schedule• Short-interval schedule• Shop drawings submittal log and schedule• Progress meetings minutes• Change orders monitoring log• Daily project status monitoring• Monthly construction cost control and management report• Schedule maintenance report comparing projected completion dates of each separate contract and to the master schedule• Project cost report comparing actual project costs to the project and construction budget• Cash flow report comparing actual cash flow to planned cash flow.
VI. PROJECT TURNOVER, OPERATION TESTING AND START-UP, OPERATION TRAINING AND CONTRACT CLOSE-OUT AND OPERATIONAL START-UP (POST CONSTRUCTION PHASE)
<ul style="list-style-type: none">• Punch list• Certificate(s) of completion• Records of training• Operational plan and schedule for contractor turn over to the County• Record (as-built) documents• Inventory and transfer of fixed/non-fixed equipment and other assets• Close out report
VII. OTHER
<ul style="list-style-type: none">• Public involvement plan for each specific project as necessary.

SECTION IV - MIS COMPONENT:

Technical Environment

Selected vendor must coordinate all hardware and software specifications through the Fulton County I.T. Department and the Department of Public Works Information Systems Manager.

The Capital Improvement Program must operate in the following technical environment:

- ✓ TCP/IP for inter-application communication protocols
- ✓ Enterprise client-server technology over LAN/WAN application accessibility
- ✓ Fully Windows XP Compliant
- ✓ Integrated MS Office 2003 Suite
- ✓ Microsoft Windows Graphical User Interface (GUI) tools
- ✓ Ethernet –based networks

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- ✓ SQL Server relational database management systems (RDBMS), Oracle is acceptable
- ✓ Web-based technologies such as Java, JavaScript, VBScript, VB, ASP, HTML, etc
- ✓ Backend processing languages such as Stored Procedures, SQL, UDFs, Triggers, and functions, Microsoft Report Services Engines, Oracle Reports and Forms
- ✓ All components of Prolog Database, Primavera P3 (mostly for scheduling)
- ✓ ESRI GIS, ArcGIS, ArcView, ArcIMS ArcPad, ArcSDE (all with current versions)
- ✓ Autodesk processing tools, AutoCAD, Civil Design, MapGuide (all with current versions)
- ✓ A Solid knowledge and understanding of Prolog Management Software is desired.

Functional Requirements

- The selected vendor must have the ability to provide consulting services for planning, configuring, integrating, setting up, installing, and troubleshooting a server unassisted by the County. Fulton County Department of Public Works will provide a vendor with full administrative rights to successfully perform functions.
- Provide clearly thought out SOPs (Standard Operating Procedures) as part of the deliverables for a given functionality.
- Provide a two-pronged status report. (A quarterly report and a real time one-page reports). Preferred technology is Microsoft's Report Services Engine but other methods of producing this report are welcome.
- The GIS interface of the Capital Program must be able to directly provide information to perform a spatial query followed by a tabular query such as "Find all projects within 500 feet of a selected intersection or parcel that have had development activity in the last 2 years".
The GIS interface must also have the ability to perform searches directly within the map window, zoom directly to the map object, if available.
- The GIS interface must have the ability to do a tabular query followed by a graphic display. An example is to display a intersection based on the entry of a parcel address or Project number.
- The GIS interface must be able to update a project or group of projects based on a graphic area (polygon) selection such as "define a subdivision, then change all bridge rating types globally."
We prefer that when the vendor's application is using widespread county data, such as addresses, sidewalk data and parcels, it reads from this shared dAccess database.

Scalable System

It is extremely important that we have a robust and high-performance solution

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that will:

- handle the scale of operation or business which may occur during its expected life cycle.
- Be accessible via the internet/intranet
- Support records for multiple entities
- Add/update/delete projects

Current Systems

The Department of Public Works is a Microsoft technology partner and therefore, utilizes the most current Microsoft technologies including, but not limited to Microsoft Windows 2003 server, Microsoft Windows XP Professional, Microsoft SQL Server, Microsoft Office 2003, Microsoft Visio. Oracle, though not currently being utilized within the department, is welcome.

The Department of Public Works also uses a number of software systems which may require migration to new system, if need be.

These include, but not limited to Arcview, H2O Benchmark, Ourtown, and ArcInfo

Selected vendor must be versed in most of these systems.

Network Environment

The Department of Public Works taps into the wide array of Wide Area and Local Area Networks operated by Fulton County Government.

The County personnel (clients) workstations use windows XP to access these network systems.

The LAN has an infrastructure that supports key county resources and mission-critical applications. The County network uses a number of CISCO switches and hubs to connect to the LAN with a bandwidth in a range from 10Mbps to 1000Gbps as well as Token Ring 16Mbps.

The WAN has four different segments that employ a T1 frame relay circuit and uses TCP/IP.

The Department of Public Works has 3 main groups, Water Services, Transportation, and Administration, and has over 18 remote locations besides the Government center location.

Though the Department of Public Works has 3 main divisions as indicated above, the request of this RFP is to be provided only to the Transportation division.

All of our locations use the T1 connections to connect to the County's backbone LAN at each remote site.

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A selected vendor should be well versed with network connectivity to manage their daily business operations.

The Fulton County Department of Public Works will need the vendor(s) that has the depth, breadth, and quality of resources necessary to complete all phases of a broad technology as described above, and project life cycle which include, but not limited to, the implementation, refinement and support of a technology infrastructure that will provide a state of the art technology solution to the department.

- MS-Office 2003 (Access, Word, Excel, Powerpoint)
- Primavera
- Prolog Manager
- AutoCAD Version 14
- Fulton County Geographical Information (GIS) Arcview
- Arcims

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail.

Information to Be Submitted:

Proposers must be straightforward and provide concise description of their ability to meet the RFP requirements. The proposal shall clearly demonstrate the proposers technical approach and rational. All proposals shall be spiral bound or a AGBC type binder with all pages being 8.5" x 11". The proposal must have a table of contents and each page must be numbered.

Section 1 – Executive Summary

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

Section 2 – Qualifications and Experience

A. Project Team General Capacity/Organization

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. A narrative description of the Proposer's team and all proposed sub-consultants.

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3. A narrative description of the role assigned to the Proposer's team and all proposed sub-consultants.
4. An organization chart of the proposed team for this project indicating the role of each. Specifically name the proposed Program Director.
5. In the event that key team members must be replaced during the course of the Program, describe your back-up personnel plan.
6. List the names of the individuals the proposed team will use to fill the following positions: Program Director, Pre-Construction Manager, Construction Manager, MIS Manager, Contract Administrator, EBO Coordinator and Chief Estimator. Submission of these names constitutes a commitment to use these individuals if the Team is selected. For each person listed, submit the following:
 - a. Provide resumes for each of the specific key personnel of the proposed Team. The resumes should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Employment
 - Education
 - Certifications
 - List of Relevant Projects
 - Client name
 - Project Name
 - Project Description
 - Role of Individual
 - Project Start and Completion Date
 - Reference Contact (Name and Phone Number)
7. List current program management and construction management workload.
8. Identify all eligible MFBE certified by the Fulton County Department of Contract Compliance. The prime FIRM's project management staff and all sub-consultants staff managing Georgia DOT projects shall be registered engineers.
9. Provide a resume on each sub-consultant firm proposed to be utilized on the project.

[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS

B. Related Experience and Performance

Provide a description of experience the firm has had with similar program described herein. For each program, include contact person, name of project and telephone number, other than members of your firm that can be contacted regarding these projects.

C. Key Personnel Experience and Availability

Provide a summary of those personnel anticipated to be assigned to the project and the percentage of their time available to commit to the project during performance of assigned tasks. Resumes shall be provided for all key personnel (other than those required in item #6)and all discipline lead engineers. By submitting specific resumes, the Proposer indicates agreement, unless prevented by circumstances beyond your control, to retain these personnel on the project, until all work under this contract is complete. These individuals at a minimum shall work out of the local office and reside in the Metropolitan Atlanta area during the course of their involvement on this project. Fulton County will not pay direct cost for the relocation, temporary housing, or subsistence of staff assigned to this project.

The FIRM represents that it has secured or will secure, at its own expense, all personnel necessary to complete this agreement, none of whom shall be employees of, or have any contractual relationship with, the County. Primary liaison with the County will be through its designee. If the project includes water and/or sewer work, the FIRM shall identify, in writing, a water/sewer project manager responsible for direction and coordination of this portion of the project. All of the services required hereunder will be performed by the FIRM 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.

All professional personnel, including subcontractors, engaged in performing services for the FIRM under this agreement should be identified in the proposal and all cost associated identified in the cost proposal. No changes or substitutions shall be permitted in the FIRM's key personnel as set forth herein without the prior written approval of the Director or his designee.

The FIRM shall employ in responsible charge of supervision and design of the work only persons duly registered in the appropriate category; and further shall employ only qualified surveyors in responsible charge of any survey work.

[INSERT PROJECT NUMBER AND TITLE HERE]
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The FIRM shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the FIRM and responsible for the work prescribed by this agreement.

D. Project Approach

Demonstrate and provide a description of how you will perform tasks to implement program. Provide a description of recommended enhancements or improvements to the required services as presented. Elaborate on those areas where better definition will provide the greatest potential benefit to the program. The approach discussion should include details regarding any unique knowledge or expertise your firm has with other programs. Explain how such knowledge or experience would benefit this program.

E. Proximity of Office to Project Site

Provide the office location where other work in this program will be performed.

Section 3 – Financial Responsibility

Provide two copies of information in separate sealed envelope with price proposal. Financial statements are not to be submitted in same envelope as the cost proposal forms.

Provide copies of the most recent year-end audited financial statement of the firm along with financial references.

Section 4 - Cost Proposal and Schedule of Billing Rates

Provide one (1) original and two (2) copies in a separate sealed envelope of your response to section 3.5 Cost Proposal Format and Content.

The FIRM shall attach a schedule for billing rates by labor category to be utilized on each line item during the course of the contract. Billing rates for subtask are also to be included. The estimated man-hours shall be multiplied by the appropriate labor rate to determine the estimated project cost. Proposer shall provide the overhead rate that includes all fringe benefits as a percentage of base salary (without fringes) and the profit percentage used in calculating standard billing rates. This is to be provided for the Prime FIRM as well as each Sub FIRM. Computer usage is to be included in the overhead rate and will not be considered as a direct expense. No markup is to be provided on expenses, sub-consultants or other non-labor costs. Proposer shall provide a list of

**[INSERT PROJECT NUMBER AND TITLE HERE]
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spending categories, i.e., printing, travel, phone, fax, mail, delivery charge, contract employees, etc. for each task identified in the proposal.

Section 5 - Confidential and Proprietary Information

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
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3.5 COST PROPOSAL FORMAT AND CONTENT

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

Compensation

(Complete the tables below for final contract only). The County shall pay the FIRM for services based on the following fixed hourly rate schedule: The FIRM shall add additional columns for additional positions as needed with all cost as calculated below with Burden Multiplier and OVERHEAD & PROFIT (OH &P%).

STAFFING POSITION	Direct Salary Expense (DSE) Per Hour		Burden Multiplier		Direct Personnel Expense (DPE) Per Hour		OH & P (%)		TOTAL SALARY COST PER HOUR
Program Director	\$	X		=	\$	+		=	\$
Pre-Construction Manager	\$	X		=	\$	+		=	\$
Construction Manager	\$	X		=	\$	+		=	\$
MIS Manager/ /Website Developer	\$	X		=	\$	+		=	\$
Office Engineer	\$	X		=	\$	+		=	\$
Contract Administration	\$	X		=	\$	+		=	\$
EBO Coordinator/ Office Engineer Support	\$	X		=	\$	+		=	\$
Project Managers	\$	X		=	\$	+		=	\$
Construction Inspectors	\$	X		=	\$	+		=	\$
Administrative Assistant	\$	X		=	\$	+		=	\$

**[INSERT PROJECT NUMBER AND TITLE HERE]
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The factor for annual escalation of the salary rates are indicated in the table below shall serve as a maximum factor.

ANNUAL ESCALATION FACTOR	
Indicate annual escalation percentage in year 2:	2.0%
Indicate annual escalation percentage in year 3:	2.0%
Indicate annual escalation percentage in year 4:	2.0%
Indicate annual escalation percentage in year 5:	2.0%

PLEASE COMPLETE AS DIRECTED AND INSERT IN YOUR SEPARATE SEALED COST PROPOSAL

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

**Cost Proposal Summary Format
Program and Construction Management for Transportation Services**

All full time staff for a one year period is based on a maximum of 1920 hours. No compensation is given for paid vacation, sick days or 10 holidays.

BASE YEAR

Item No.	Labor Category*	Labor Hours Required	Total Labor Cost
1	Principal		
2	Program Director		
3	Pre-Construction Manager		
4	Construction Manager		
5	MIS Manager/Website Developer		
6	Office Engineer		
7	Contract Administrator		
8	Inspectors		
9	Safety Inspector		
10	EBO Coordinator/Office Engineer Support		
11	Administrative Assistance		
12	Project Managers		
	TOTAL LABOR		
	TOTAL REIMBURSABLE COST AND ALLOWANCES (15% of Total Labor Cost)		
	TOTAL COST		

* Attach additional pages as required.

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

OPTION YEAR ONE

Item No.	Labor Category*	Labor Hours Required	Total Labor Cost
1	Principal		
2	Program Director		
3	Pre-Construction Manager		
4	Construction Manager		
5	MIS Manager/Website Developer		
6	Office Engineer		
7	Contract Administrator		
8	Inspectors		
9	Safety Inspector		
10	EBO Coordinator/Office Engineer Support		
11	Administrative Assistance		
12	Project Managers		
	TOTAL REIMBURSABLE COST AND ALLOWANCES (15% of Total Labor Cost)		
	TOTAL COST		

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

OPTION YEAR TWO

Item No.	Labor Category*	Labor Hours Required	Total Labor Cost
1	Principal		
2	Program Director		
3	Pre-Construction Manager		
4	Construction Manager		
5	MIS Manager/Website Developer		
6	Office Engineer		
7	Contract Administrator		
8	Inspectors		
9	Safety Inspector		
10	EBO Coordinator/Office Engineer Support		
11	Administrative Assistance		
12	Project Managers		
	TOTAL REIMBURSABLE COST AND ALLOWANCES (15% of Total Labor Cost)		
	TOTAL COST		

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

OPTION YEAR THREE

Item No.	Labor Category*	Labor Hours Required	Total Labor Cost
1	Principal		
2	Program Director		
3	Pre-Construction Manager		
4	Construction Manager		
5	MIS Manager/Website Developer		
6	Office Engineer		
7	Contract Administrator		
8	Inspectors		
9	Safety Inspector		
10	EBO Coordinator/Office Engineer Support		
11	Administrative Assistance		
12	Project Managers		
	TOTAL REIMBURSABLE COST AND ALLOWANCES (15% of Total Labor Cost)		
	TOTAL COST		

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

OPTION YEAR FOUR

Item No.	Labor Category*	Labor Hours Required	Total Labor Cost
1	Principal		
2	Program Director		
3	Pre-Construction Manager		
4	Construction Manager		
5	MIS Manager/Website Developer		
6	Office Engineer		
7	Contract Administrator		
8	Inspectors		
9	Safety Inspector		
10	EBO Coordinator/Office Engineer Support		
11	Administrative Assistance		
12	Project Managers		
	TOTAL REIMBURSABLE COST AND ALLOWANCES (15% of Total Labor Cost)		
	TOTAL COST		

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

**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 and Selection Criteria:

1. Experience: *20 points max*

Related Experience and Performance in Program and Construction Management inclusive of project management of design, construction inspection, financial tracking and mis management, web sites, and systems maintenance should be demonstrated. In addition, proposers should have familiarity with project implementation, comprehensive transportation planning, familiarity of the Atlanta Regional Commission and Georgia Department of Transportation. Proposers should provide client references (name, title, address, phone numbers, list of work completed for the client, minimum of four clients other than Fulton County).

2. Organization and Experience of Proposed Staff: *30 points max*

Provide an organizational chart for your team, clearly indicate company name, principal in charge and project manager(s) assigned with the overall project coordination (2 pages maximum).

Provide resumes of assigned staff to the project and availability of personnel and other commitments for full time participation for the proposed project (2 pages maximum per resume).

3. Project Approach: *30 points max*

Provide a project approach work plan summarizing the teams quality control and methods for program execution coordination. Describe the schedule of control you will provide in developing this program. Discuss the four major components of the program: Program Management, Construction Management, Pre-Construction and MIS.

4. Cost Proposal: *10 points max*

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

be assigned to the project, including the labor unit cost, multipliers, overhead, and profit.

5. **Local Preference:** *10 points max*

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

6. **Failure to submit Financial Responsibility Information as required will result in pass/fail and their proposal removed from consideration.**

The County reserves the right to make investigations, as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

**SECTION 5
PROPOSAL FORMS**

5.1 INTRODUCTION

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

Procurement Affidavits

Procurement Affidavit Form 1: Certification Regarding Debarment

Procurement Affidavit Form 2:

Form A: Non-Collusion Affidavit (Prime)

Form B: Sub-Contractor Non-Collusion Affidavit

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

Procurement Affidavit Form 4: Disclosure Form and Questionnaire

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

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

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

5.2.4 Disclosure Form and Questionnaire

All members of the proposing entity shall complete and submit Form 4.

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

- attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
 - (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
 - (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
 - (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

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

[SIGNATURES ON NEXT PAGE]

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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

On this _____ day of _____, 2005

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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.

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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.

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

**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) # _____, 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)

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor or Proposer's officers, directors, affiliates and other employees, agents or representative of this firm, for the project _____ Program and Construction Management Services for Department of Public Works Transportation Division.

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

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

2. Please describe the general development of said Contractor or Proposer's business during the past five (5) years, or such shorter period of time that said Contractor or Proposer has been in business.
3. Please state whether any employee, agent or representative of said Contractor or Proposer who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail 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 has occurred in the last five (5) years with respect to said Contractor or Proposer. If any answer is yes, explain fully the following:
 - a. a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor or Proposer, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor or Proposer;
 - b. whether Contractor or Proposer was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor or Proposer from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - c. whether said Contractor's or Proposer's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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 _____, 2005

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2005

(Notary Public) (Seal)

Commission Expires _____
(Date)

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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

[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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:** _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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: - (Note: Dollar value of work and percentage value are estimates only, actual values will be determined by tasks and work required under the contract).

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

***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.**

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

ESTIMATED Total Dollar Value of Subcontractor Agreements: (\$)

ESTIMATED 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: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

**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 _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
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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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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 Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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 (Estimated)	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

Nortary: _____

My Commission Expires: _____

_____ *(Printed Name)*
Date: _____

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

**SECTION 7
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 (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	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**

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	-	\$1,000,000
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 (Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
7. FIDELITY BOND (Employee Dishonesty)	Each Occurrence		\$ 100,000

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

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

Such certificates and notices shall be sent to:

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

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

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

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

SECTION 8
SAMPLE CONTRACT

DRAFT OF CONTRACT AGREEMENT

Index of Articles

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

ARTICLE 40. FIRM'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES
MADE IN RESPONSE TO PROCUREMENT

**[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS**

“DRAFT AGREEMENT”

This agreement, made and entered into as of the _____ day of _____, 2005, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "COUNTY", and **Name of FIRM authorized** to provide Program and Construction Management Services in Georgia, hereinafter referred to as "FIRM":

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced FIRM to perform certain services regarding program and construction management of the Capital Improvement Program and Transportation duties and requirement for the Transportation Division of Pubic Works (hereinafter, referred to as the "PROJECT").

WHEREAS, FIRM 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 FIRM agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS:** COUNTY hereby engages FIRM, and FIRM hereby agrees to perform the services hereinafter set forth. This Agreement, together with the COUNTY'S request for proposal, acknowledgements, the Agreement, general conditions [where applicable], special conditions [where applicable], acceptable portions of FIRM'S submitted proposal, and change orders shall all form essential parts of this Agreement. 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, conform to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the COUNTY'S and the FIRM'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 FIRM'S proposal that was accepted by the County and made a part of the Contract Documents.

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

[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS

of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT: The proposed Program and Construction management services if for the development and administration of the Transportation Division's Capital Program and other transportation related functions and projects. The responsibilities are to include: implementation of a capital improvement program (CIP); implementation of strategies to meet program objectives; assistance and support of the County in comprehensive management of the CIP projects; development of cost estimates; implementation of program funding and management, execution of mis system for transportation, maintenance of project schedules, construction management of projects for the Transportation Division, Fulton County Public Works Department.

ARTICLE 4. RELATIONSHIPS:

Team Approach

The Department of Public Works has established a process for design and construction that utilizes a team concept involving the services of a FIRM. It is the Department of Public Works expectation that the FIRM's FIRMs and contractors work as a unified team to achieve the most expeditious and economical management and implementation of the planning, design and construction of the projects and that 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.

County, FIRM & Exclusivity

The FIRM shall be the County's principal agent in providing the Program Management and Construction Management services for the transportation projects assigned to the FIRM in writing by the Department of Public Works. The FIRM's consulting team will have some restrictions associated with the involvement of "design," "engineering," or "construction" work associated with projects for which they are directly responsible for oversight and management in any other contract with the county for with transportation projects during the term of the Agreement.

The FIRM's staff, even after separation (voluntary or involuntary) from the FIRM, shall not be permitted to work on any Fulton County transportation project through employment with any other firm for a period of one (1) year after the date of employment separation from the FIRM.. The FIRM expressly agrees to make this a condition of employment or assignment and is to inform each and every employee engaged in the work under this contract of this requirement.

County and Design Engineers

The County shall enter into private contracts with engineering firms for design services of projects in transportation.

The engineer shall have primary responsibility for the design and engineering of any project under contract.

[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS

FIRM and Other Design Engineers

The FIRM's services shall be provided in conjunction with and in cooperation with the services of other Engineering Firms.

The FIRM shall administer the design contract when assigned as a project task.

County and Contractors

The County shall enter into contracts with contractors for construction of the projects. The contractors shall have primary responsibility for the construction of projects.

The form of contract between the County and Contractors is a County developed Agreement for Construction Services, Design Services or Design/Build Services.

FIRM and Contractor

For the administration of the construction contracts and as indicated in the Agreements, the FIRM shall serve as the Department of Public Works' primary representative during construction.

The primary point of contact for the contractor shall be the FIRM.

All correspondence from the contractor to the County shall be forwarded through the FIRM. Likewise, all correspondence and instructions to the contractor shall be forwarded through the FIRM unless the Department of Public Works directs otherwise.

County Policy

The FIRM shall assure that Fulton County standards and policies including, but not limited to, permitting standards, project procurement methods, and design and construction guidelines and policies are complied with.

ARTICLE 5. PROJECT ASSIGNMENTS: The FIRM's services shall be provided on a projects assigned in writing by the Department of Public Works to the FIRM. For construction management services, the Department of Public Works will identify a specific scope of services for each project. The FIRM's shall present to the Department of Public Works a projected cost needed to manage the phase of work required for services. The FIRM shall gather from the Department of Public Works all available data and information pertinent to the performance of the services for the Job Task. The Department of Public Works shall have the final decision as to what data and information is pertinent. The FIRM shall ensure that the services required by this Agreement, including those based on data and information provided by the Department of Public Works, meet applicable standards. The FIRM shall report in writing any discovery of errors or omissions contained in the data and information furnished by the Department of Public Works. Upon receipt of the FIRM's proposal of the manner of accomplishing the work for the Project Assignment and the approval is given by the Department of Public Works, the FIRM shall proceed with implementation. The FIRM shall not proceed to furnish Project Assignment services and the County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to the FIRM from the Department of Public Works. The time of performance of the Project Assignment shall begin upon the date of Notice to Proceed and continue for the total contract time specified in the Notice to Proceed. The FIRM shall begin work on any Project Assignment immediately upon notification to proceed.

[INSERT PROJECT NUMBER AND TITLE HERE]
REQUEST FOR PROPOSALS

ARTICLE 6. **SCOPE OF SERVICES:** Unless modified in writing by both parties in the manner specified in the agreement, duties of FIRM shall not be construed to exceed those services specifically set forth herein. FIRM agrees to provide all services, products, and data and to perform all tasks described in Section III 3.3 Scope of Work .

ARTICLE 7. **DELIVERABLES:** FIRM shall deliver to COUNTY all reports, specifications and drawings prepared under the terms of this AGREEMENT that are specified in Exhibit J entitled, "Deliverables". Firm shall provide to COUNTY all deliverables specified in Exhibit I. Deliverables shall be furnished to COUNTY by FIRM in a media of form that is acceptable and usable by COUNTY at no additional cost at the end of the project.

ARTICLE 8. **COUNTY'S RESPONSIBILITIES:** The Department of Public Works, upon request from the FIRM, provide available criteria and information as to the requirements for Capital Projects, including design objectives and constraints and any schedule or budgetary limitations.

The Department of Public Works shall designate a representative to act as its representative with respect to the services to be rendered under this Agreement. Such representative shall have general authority to transmit instructions, receive information, interpret and define the Department of Public Works policies and decisions with respect to materials, equipment, elements and systems pertinent to the FIRM'S services.

The Department of Public Works shall implement periodic performance evaluations and give notice to the FIRM whenever the DEPARTMENT OF PUBLIC WORKS observes or otherwise becomes aware of any development that affects the scope of cost, timing or quality of FIRM'S services, and any defect in any project.

The Department of Public Works shall assist the FIRM in obtaining approvals from all governmental authorities having jurisdiction over capital projects and such approvals and consents from others as may be necessary for completion of capital projects.

The Department of Public Works participation in the general execution of capital projects shall generally include, but not necessarily be limited to general review of the implementation process to verify compliance with project programs, Department of Public Works design standards and other County policies, assisting County in competitive bid and proposal procurement activities for design and construction services, attendance at programming sessions, attendance at pre-proposal conferences for FIRMural and/or engineering services, attendance at pre-design conferences, design progress meetings, design and engineering review meetings, pre-bid conferences, pre-construction conferences, construction progress meetings, pre-installation meetings, site observations, substantial completion inspections, final completion inspections, system demonstrations, and furnishing installation inspections.

The County's Representative may at all reasonable times review and inspect job task activities and data collected under this Agreement and amendments thereto. All reports,

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drawings, studies, specifications, estimates, maps and computations prepared by or for FIRM, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County.

ARTICLE 9. **MODIFICATIONS/CHANGE ORDERS:** If during the course of performing the PROJECT, COUNTY and FIRM agree that it is necessary to make changes in the PROJECT, such changes will be incorporated by written Change Order and/or supplemental agreements 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 10. **SCHEDULE OF WORK:** FIRM 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 FIRM from COUNTY. Services shall be furnished in accordance with the FIRM'S schedule as presented in Exhibit "L", entitled, "Schedule of Work". The FIRM shall begin work under this Agreement no later than five (5) days after the effective date of notification to proceed.

A stop work order issued to the FIRM shall be the only means of suspending the time of performance of work under the Agreement. The time of performance of work as reference on Exhibit "L" does not include time for reviews for the project by the COUNTY, it's authorized representative, Georgia DOT or any other agencies reviewing the project. Time charges shall cease when a phase specified in the engineering fee proposal has been completed to the satisfaction of the COUNTY'S authorized representative.

The COUNTY'S authorized representative with respect to the PROJECT shall issue a stop work order for the time of performance for work to the FIRM once all tasks of each phase is considered accepted and fulfilled as specified in the engineering fee proposal.

A notice to proceed shall be issued to the FIRM for the next phase of work and shall address the total time of performance of work remaining on the contract.

ARTICLE 11. **CONTRACT TERMS AND DEFINITIONS:**

Contract Terms:

The services to be performed under this Agreement including any transition period and Project Assignments shall commence within five (5) days of the date indicated in the written Notice to Proceed as issued by the Department of Public Works to the FIRM.

The term of this Agreement shall commence within the year of execution and continue for total contract duration through November 14, 2010; with each year subject to renewal. Notwithstanding the foregoing, the Agreement shall terminate absolutely and without further obligation of the County at the close of each renewal year in which it is

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executed if the County, no later than thirty (30) days prior to the end of such calendar year, issues a "Notice of Termination" to the FIRM. Termination pursuant to this provision of the Agreement shall not result in a claim for payment or damages by FIRM, except that the FIRM shall be paid for actual services through the date of termination.

Project Assignments: If any Project which the FIRM has received a Project Assignment approved by the Department of Public Works will not be completed during the term of this Agreement or any extension thereof, such Project Assignment shall, subject to written approval by the Department of Public Works, and subject to any of the County's termination rights, survive the expiration of this Agreement. Such project Assignment shall be governed by this Agreement. The FIRM shall perform all duties designated in the Project Assignment as prescribed in this Agreement and shall be compensated as prescribed in this Agreement.

Definitions

Approve: Where used in conjunction with the County's response to submittals, requests, applications, inquiries, reports and claims, the meaning of the term "approved" shall be held to limitations of the County's responsibilities and duties as described herein. In no case shall "approval" be interpreted as a release of the FIRM or other Contractors from responsibilities to fulfill the requirements of their Agreements and Contract Documents.

Engineer: The Engineer is the person or entity identified as such herein. The term "Engineer" means the Engineer or the Engineer's authorized representative. In the event that design and engineering services are provided for the Work of a contract by more than one prime entity under contract with the County, the term "Engineer" as used in this Agreement shall apply to the entity concerning that portion of the Work for which such entity provided design and engineering services to the County.

Bid: A complete and properly signed document whereby a Bidder proposes to perform the Work or designated portion thereof for the sums stipulated therein, supported by all data called for by the bidding requirements and documents.

Bidder: Any individual, company, corporation, partnership, or joint venture that submits a bid for the Work required as distinct from a sub-bidder who submits a bid to a prime bid.

Bidding Documents: Bidding Documents include the Invitation for Bids, which is comprised of the Bid Manual (including Instructions to Bidders, the Bid Form, and other bidding information), the Project Manual (including the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information) and the Drawings which are bound separately and listed in a List of Drawings included in the Project Manual; and (2) any Addenda to the Invitation for Bids issued prior to receipt of bids.

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

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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.

Contractor: The Contractor is the prime entity that provides construction services including labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, furnishings, equipment and other facilities and services for execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work. The term "Contractor" shall be taken to include the Contractor's subcontractors, sub-subcontractors, and other entities providing materials, labor and construction for execution of the Work.

Construction Cost: The total cost or estimated cost of all elements of the Project designed or specified by the Engineer or County.

Contract Documents: Consist of the Bidding Documents and all modifications issued after award of the Contract. A modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager, or (4) a written order for a minor change in the Work issued by the Construction Manager. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a modification. The Contract Documents shall not be construed to create any contractual relationship of any kind between any persons or entities other than the County, including the Program Manager and Construction Manager, and the Contractor.

Construction Manager: The person or entity identified as such herein. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

County: The person or entity identified as such herein. The term "County" means the County or the County's authorized representative. The terms "County" and "County" may be used interchangeably in the Contract Documents.

Day: The term "day" as used in the Agreement shall mean "calendar day" unless specifically designated otherwise.

Directed, Required, Acceptable: When these words refer to work or its performance, "directed", "required", "requested", "authorized", "selected", "permitted", "ordered", "designated", "prescribed", and words of like implication, mean "by direction of", the County. Likewise, "acceptable", "satisfactory", "in the judgment of", and words of like import, mean "recommended by", "acceptable to", "satisfactory to", or "in the sole judgment of" the County.

Final Completion: The Date of Final Completion of the Work is the date certified by the Engineer and the Construction Manager when all construction is fully complete,

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including rectification of all punch list items, and when all record documentation and other closeout items required by the Contract Documents have been reviewed and found acceptable by the County.

Notice of Award: This notice is provided by the County to the apparent successful Proposer or Bidder, and indicates that it is the County's intent to award the Contract to that Proposer or Bidder, contingent upon the execution of the Agreement and submission of other necessary documents as specified in the Proposal or Bidding Documents, and contingent upon the County's subsequent acceptance of same and formal approval of the Contract by the Fulton County Board of Commissioners.

Notice to Proceed: This notice is provided by the County after the County has accepted and approved the executed Agreement and other documents as required by and specified in the Proposal or Bidding Documents.

County-Controlled Insurance Program ("O.C.I.P."): A Fulton County insurance program and delivery method that assures the Contractor, all subcontractors of any tier, and other entities or interests as the County may designate with respect to the Project are insured for certain proscribed Statutory Workers' Compensation, Employers Liability and Commercial General Liability, and such other coverages as the County may in writing specifically add or delete for the Project.

Plans or Drawings: All drawings, sketches or reproduction of drawings pertaining to required Work.

Project: The Project is the total construction of which the Work performed under a construction or design/build contract, as described in the Contract Documents or as required by any law, ordinance, code or standard, may be a part.

Project Manual: The Project Manual includes the County-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information, all contained in one or more volumes.

Provide: As a directive, "provide," means, "furnish and/or install completely."

Specifications: Descriptions, provisions and requirements, pertaining to method and manner of performing work, or the quantities and qualities of materials to be furnished under the terms of a Contract.

Substantial Completion: The Date of Substantial Completion of a project or designated portion thereof is the date certified by the Engineer and the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the County or the County's separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended and accepted and signed by the County. A letter is required to achieve Substantial Completion, as well as submission of complete and final project record documents to the Construction Manager for review, including record drawings, operation and maintenance manuals, warranties and other submittal requirements.

Time: Unless otherwise provided, the Contact Time is the period of time allotted in the Agreement from issuance of a Notice to Proceed, including authorized adjustments thereto. The date of commencement of the Work is the date established in the Notice to Proceed.

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ARTICLE 12. COMPENSATION AND PAYMENT FOR FIRM SERVICES:

Compensation for work performed by FIRM on PROJECT shall be on the basis of rates shown in Cost Proposal. Direct and miscellaneous cost should be included in the proposal.

The total contract amount for the PROJECT shall not exceed _____, which is full payment for a complete scope of services. Invoices for payment shall be submitted to 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 FIRM may submit to the COUNTY, an invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment and for services that were completed during the preceding 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. Disputed concerning the payment of submitted invoices shall be resolved pursuant to the dispute process outlined in that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the FIRM to the point indicated by such invoice, or receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate updated schedule, a description of the percentage of total work completed for each phase through the date of the statement, and an updated draw-down of the Task-Discipline Matrix submitted with the FIRM'S cost proposal.

The FIRM must certify in writing that all subFIRMS of the FIRM and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime FIRM is unable to pay subFIRMS or suppliers until it has received a progress payment from Fulton County, the prime FIRM shall pay all subFIRMS 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.

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

COUNTY shall not be responsible for any interest penalty for any late payment.

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The Department of Public Works will identify a specific scope of services for each project and forward the information to the FIRM. The FIRM will then submit a project specific cost proposal with detailed scope of service. The FIRM's will allocate cost toward the project based on the fee schedule specified above.

Except as required by other provisions of this Agreement specifically cited and stated to be an exception from this clause, the County shall not be obligated to reimburse the FIRM for any costs incurred in excess of an approved amount.

Cost proposals set forth in connection with this Agreement is based on the fee rate and expense breakdown negotiated between the Department of Public Works and the FIRM. If the services covered in this Agreement have not been completed prior to this duration and if said completion is delayed by circumstances beyond the control of the FIRM, the FIRM shall notify the Department of Public Works in writing of the circumstances. The basis of payment may be renegotiated to allow for changes in the Contract Sum. Fulton County reserves the right to assess backcharges against the FIRM for any error, omission, or negligence on its part that adversely impacts the project and/or results in Fulton County having to approve any Change Order to address or remedy such error, omission or negligence.

Changes & Additional Services:

If during the course of performing the work, County and FIRM agree that it is necessary to make changes to this Agreement, such changes will be incorporated by written amendments to this Agreement by a Change Order if the cost of such changes exceeds the contract amount. **The ODC cost of 15% included in the total contract amount shall be used at the discretion of the Department of Public Works for additional services as needed.** Change Order Amendment(s) shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

Provisions for additional compensation to increase the approved contact amount, shall be approved by the Fulton County Board of Commission. Approval to add task assignments to the approved contract shall be at the discretion of the Department of Public Work and upon the Department of Public Work's authorization. Edits and or changes to the executed contract made only by the Fulton County may be separately negotiated between the Department of Public Works and the FIRM to pay for Additional Services. If Additional Services are required due to circumstances beyond the control of the FIRM, the FIRM shall notify the Department of Public Works in writing detailing the basis of the Additional Service request and the cost for and any additional required contract time prior to carrying out any Additional Service.

If the Department of Public Works deems that such services are not required or are part of the work under the Agreement, the Department of Public Works shall give prompt notice to the FIRM.

If the Department of Public Works deems that such services are required, the Department of Public Works shall give prompt notice to the FIRM and the Additional Services shall commence upon written approval by the Department of Public Works.

Additional Services may be considered when:

Significant changes in the Project including, but not limited to, changes in the size, quality, complexity or the County's project schedule requirements.

Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services in connection with the replacement of such

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Work.

Providing services made necessary by the default of the FIRM or Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of contract performance of the Contractor.

Providing services to investigate existing conditions or facilities or to provide measured drawings.

If the FIRM is asked by the Department of Public Works or any other County agency or County staff person to perform work beyond the scope of this Agreement and payment is desired, it shall notify the Department of Public Works in writing within ten (10) days of such request, stating the work is considered outside the scope of work of this Agreement and the reasons for its determination that the work is outside the scope of work of this Agreement and include a written detailed proposal defining the proposed scope of work, cost and schedule for the additional work for consideration by the Department of Public Works. The FIRM shall obtain written approval from the Department of Public Works before proceeding. The County shall in no way be held liable or responsible for compensating the FIRM for any work performed under this section which has not first been approved in writing by the Department of Public Works.

The Department of Public Works for the County, and at its option, may elect at any time to add, reduce, hold or delete the extent of any project or any work element within an approved Project Assignment or for any project assigned to the FIRM as an extension of this Agreement or the FIRM services on any project at anytime. The FIRM shall provide in writing at the Department of General Service's request, the affect, if any, on the FIRM's services and cost, and include the detail explanation for any reduction or increase in cost that may be incurred by the FIRM for any addition, reduction, hold or deletion of any FIRM services on any project. The FIRM shall not have the authority to approve any change orders.

If the Additional Service or change to the Agreement requires a Change Order to the Agreement, the Change Order shall be processed in compliance with Fulton County in accordance with Fulton County Change Order Policy 800-6. Approval by Fulton County shall be required prior to implementation of the work or change required by a Change Order.

The FIRM shall submit invoices, in a format acceptable to the Department of Public Works, for services on a monthly basis. The invoice shall be in a format itemizing in table form each separate project assignment, showing labor costs and direct expense costs to each individual project.

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment within thirty (30) days. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) day of the following month. The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received (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 or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

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Fee amounts for labor shall show in tabulation format the total fee earned to date, previously invoiced amounts paid, previously invoiced fee amounts not paid, and the total amount due for current invoice. One-page time sheet summaries for each FIRM employee associated with the work of this contract shall be submitted with each monthly invoice. The summary shall include the name of the employee, each project that time is charged to, the hourly rate of the employee and the number of hours charged to the invoice period.

Invoicing for fee costs shall be for the actual time expended during the invoice period. Time sheets and any other backup information shall be submitted to the County when requested.

At no time shall the FIRM invoice for any type of leave time incurred or used by the FIRM or the FIRM's employees.

A Contractor - Sub-Contractor Utilization Report (Exhibit G) provided within the Fulton County Non-Discrimination Policy must be submitted each month with the FIRM invoice. Failure to comply will result in the County commencing proceedings to impose sanctions, in addition to purchasing or 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 to participate in any future contracts awarded by Fulton County. Each invoice shall be accompanied by a brief narrative progress report outlining the work accomplished during the billing period and any problems inhibiting project execution.

Direct expenses shall be shown separately from fees and in tabulation format showing direct expenses to date, previously invoiced expenses paid, previously invoiced expenses amounts not paid, and the total amount due for current invoice accompanied by backup in the form of itemized invoices or other suitable documentation for the expenses incurred. A direct expense summary for each invoiced expense associated with the work of this contract shall be submitted with each monthly invoice. The summary shall include the name of each project that expenses are charged to and the type of charge.

Direct expenses shall be invoiced only for the expenses indicated as Allowable Expenses as defined under this Article.

Additional Services (if any) shall be shown and distinguished from the amounts costs from the base Agreement costs and shall also be itemized in the same format.

The parties hereto expressly agree the payment provisions within this Agreement 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. The County shall not be responsible for any late payment interest penalty.

Payment by the County will be made on a monthly basis in the amount of sums earned and approved by the Department of Public Works less previous payments.

Direct Expenses

Allowable Expenses

Allowable expenses include actual expenditures made by the FIRM and in the interest of the services under this Agreement for the expenses listed below:

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Expenses shall be invoiced at actual cost without any markup.

Expense of reproducing and handling, shipping or mailing of drawings, specifications, procuring photographs and guidelines or standards, long distance telephone, telegrams, other design and contract documents and fees directly related to the FIRM services under this Agreement, excluding expenditures for items related to the internal office use and coordination of the FIRM.

Expense for travel in connection with the services under this Agreement including coach class transportation or personal vehicle mileage at a rate of \$0.32/mi and reasonable living expenses.

Expenses for out-of-town travel by the FIRM for activities directly associated with the services under this Agreement shall be submitted to the Department of Public Works for approval prior to the travel. The County shall in no way be held liable or responsible for compensating the FIRM for this type of expense of which has not first been approved in writing.

Non-Allowable Expenses

Expenses for the time, equipment and material for the preparation of the FIRM's invoices shall not be an allowable charge.

Expenses for cellular telephone and wireless pager equipment and usage.

Expenses for continuing education or membership in professional organizations.

Expenses for attending continuing education conferences and seminars unless requested by the Department of Public Works and approved in writing.

Expenses for any meals unless pre-approved by the Department of Public Works.

Expenses for computer hardware and software.

Final Payment/Per Invoice

Acceptance of the final payment by the FIRM PER INVOICE shall be in full and final settlement of all claims arising against the County for work done, materials furnished, any costs incurred, or otherwise arising out of this Agreement up to the date of submittal of said invoice and shall release the County from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

ARTICLE 11. PERSONNEL AND EQUIPMENT: FIRM shall identify in writing a project manager who shall have sole authority to represent FIRM on all manners pertaining to this contract.

FIRM 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 FIRM under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Key personnel, including subcontractors, engaged in performing services for FIRM under this AGREEMENT are indicated in Exhibit K entitled, "Key Personnel Listing". Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on this

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PROJECT by FIRM. No changes or substitutions shall be permitted in FIRM'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. Changing of key personnel or subcontractor during the course of this PROJECT shall constitute a cause for termination under the terms outlined in ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE of this AGREEMENT.

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

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

ARTICLE 12. **SUSPENSION OF WORK:** COUNTY may order FIRM in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY, or for delays caused by third parties not in any way affiliated with the FIRM. The time for completion of the PROJECT shall be extended by the number of days the work is suspended. County shall not be responsible for any claims, damages or cost stemming from any delay of the PROJECT.

ARTICLE 13. **DISPUTES:** Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County Department of Public Works designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the FIRM. The FIRM shall have 30 days from date of receipt 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, FIRM 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, FIRM shall proceed diligently with performance of the Agreement and in accordance with the Director of Public Works' decision.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE/WITHOUT CAUSE:**

- (1) Either COUNTY or FIRM may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the

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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 FIRM refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in Exhibit L entitled, "Schedule of Work", or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, as more thoroughly described in Section 3, Article 8, or any extension or tolling there of, or fails to complete said work within such time. 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 FIRM, terminate FIRM'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 FIRM shall be required to provide all copies of finished or unfinished documents prepared by FIRM under this AGREEMENT to the County as stated in Exhibit J entitled, "Deliverables".
- (5) FIRM 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 FIRM'S right to proceed with the work has been terminated, the FIRM shall be liable for any damage to the COUNTY resulting from the FIRM'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 FIRM to complete the design of the project.

Termination Without Cause

- (1) This Agreement may be terminated by without cause by the County upon ten (10) days written notice to the FIRM.
- (2) If this Agreement is terminated through no fault of the FIRM, the FIRM shall be paid for the time and expense in accordance with the FIRM's standard rates then in affect under this Agreement for the extent of services performed by the FIRM to the effective date of termination.
- (3) In case of termination of the Agreement by the County before completion of the work or any portion of the work, the FIRM will be paid only for the work completed as of the date of termination as determined by the County at it's sole discretion.

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- (4) Notice of termination shall be given by the County by mailing certified mail, return receipt requested, to the principal office of the FIRM as indicated under the address specified under the notice section of this Agreement.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY:** Notwithstanding any other provisions, COUNTY may terminate this AGREEMENT for its convenience at any time by a written notice to FIRM. If the AGREEMENT is terminated for convenience by COUNTY, as provided in this article, FIRM 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 FIRM which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Cures Whenever the Department of Public Works observes or otherwise becomes aware of a non-performance that adversely affects the scope of services cost, timing or quality of FIRM'S services, and issues to the FIRM a written notice of such observation and requests a cure to the observation, the FIRM shall within five (5) days from issuance of such notice, submit to the Department of Public Works a written plan of action to correct such observations. The Department of Public Works shall at its sole discretion determine whether the plan of action is acceptable and approve or reject the plan or take other action as allowed under this Agreement.

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:** FIRM shall perform the services under this AGREEMENT as an independent contractor and nothing contained herein shall be constructed to be inconsistent with relationship or status. Nothing in this AGREEMENT shall be interpreted or construed to constitute FIRM or any of its agents or employees to be the agent, employee or representative of COUNTY.

ARTICLE 18. **RESPONSIBILITY OF FIRM:** FIRM is employed to render a professional service only and any payments made to FIRM are compensation solely for such services rendered and recommendations made in carrying out the work. FIRM shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to FIRM'S failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by COUNTY and at FIRM'S expense.

ARTICLE 19. **COOPERATION WITH OTHER FIRMS:** FIRM 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 FIRMS. FIRM shall fully cooperate with such other related FIRMS and COUNTY employees or appointed committees. FIRM shall provide within his schedule of work, time and effort to coordinate with other FIRMS under contract with COUNTY. FIRM shall not commit or permit any act, which will interfere with the performance of work by

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any other FIRM or by COUNTY employees. FIRM shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the FIRM in any manner.

ARTICLE 20. **ACCURACY OF WORK:** FIRM 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 FIRM of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. FIRM 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 FIRM. FIRM 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 FIRM, 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 FIRM of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and FIRM shall produce progress prints or copies of any work as performed under this AGREEMENT. Refusal by FIRM to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to FIRM until FIRM complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by FIRM.

ARTICLE 22. **INDEMNIFICATION:** The FIRM 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 FIRM to perform its obligations under this AGREEMENT; (2) the negligent, intentional or willful misconduct of the FIRM or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this AGREEMENT; (3) FIRM'S fault; or (4) the performance of the FIRM'S obligations under this AGREEMENT. The FIRM shall also indemnify the COUNTY to the extent provided elsewhere in this AGREEMENT. To the extent there is a determination that FIRM has acted as an agent of the COUNTY, the FIRM is specifically excluded from the term "agent" mentioned in the previous sentence, such that FIRM will be required to comply with the requirements of this Article. FIRM'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.

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FIRM shall not indemnify or hold harmless the COUNTY for the sole acts or omissions of employees or officers of the COUNTY.

FIRM 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 FIRM. These FIRM 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:** FIRM 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 FIRM pursuant thereto and any equipment paid for by COUNTY as a result of this AGREEMENT, shall become the property of COUNTY and be delivered to the Director of the Public Works Department.

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

It is further agreed that if any information concerning the PROJECT, its conduct results, or data gathered or processed should be released by FIRM without prior approval from COUNTY, the release of the same shall constitute grounds for termination of this AGREEMENT without indemnity to FIRM, but should any such information be released by COUNTY or by FIRM 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:** FIRM agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this AGREEMENT. FIRM or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the Director of the Department of Public Works. 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 FIRM 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 FIRM and registered in the name of the Director of the Department of Public Works, if possible.

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The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which FIRM has pre-existing proprietary rights and/or has otherwise been licensed to FIRM prior to this AGREEMENT, and any upgrades, updates, modifications or enhancements thereto. FIRM 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 Director of the Department of Public Works. 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:** FIRM 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 FIRM for the purpose of securing business and that FIRM 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:** FIRM shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

Section 26.01 **Workman's Compensation Insurance** in accordance with the laws of the State of Georgia and in an amount not less than Five Hundred Thousand Dollars (\$500,000) per employee, Five Hundred Thousand Dollars (\$500,000) per occurrence, and Five hundred Thousand Dollars (\$500,000) per employee per disease.

Section 26.02 **General Aggregate** in an amount not less than Two Million Dollars (\$2,000,000)

Section 26.03 **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.

Section 26.04 **Professional Liability Insurance** in an amount that equals or exceeds the amount of fees for the AGREEMENT. If coverage is issued on a claims-made basis, a policy should be kept in force at least twenty-four (24) months after completion and acceptance of the PROJECT.

Section 26.05 **Comprehensive Automobile Liability Insurance**, including operation of owned, non-owned and hired automobiles, covering bodily injury and/or property damage with limits of One Million Dollars (\$1,000,000) per occurrence.

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Section 26.06 **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the project and the AGREEMENT.

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the project is accepted by COUNTY. If FIRM receives notice of non-renewal or material adverse change of any of the above coverages, FIRM will promptly advise COUNTY in writing. Failure of FIRM to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that FIRM should have given notification to COUNTY.

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

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

Certificates shall be issued to:
Fulton County Board of Commissioners
c/o Public Works Department
141 Pryor Street, S.W., Suite G-119
Atlanta, GA 30303

ARTICLE 27. PROHIBITED INTEREST:

Section 27.01 Conflict of Interest: FIRM 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. FIRM 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: Except as identified in Exhibit K entitled, "Key Personnel Listing", FIRM 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.

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ARTICLE 29. **ASSIGNABILITY:** FIRM 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 FIRM without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this AGREEMENT without any notice to FIRM of such termination. FIRM 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. FIRM 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, FIRM 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. FIRM'S records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by FIRM. 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 FIRM'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 FIRM. FIRM 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. FIRM agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

Taxes

The FIRM shall assume and is liable for paying all taxes, including but not limited to, sales tax and state and federal payroll and/or social security taxes. The Proposer guarantees to hold Fulton County harmless in every respect against same.

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ARTICLE 32. **ACCOUNTING SYSTEM:** FIRM shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. FIRM 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 FIRM 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:

_____, Director
Fulton County Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Georgia 30303

Notices to FIRM shall be addressed as follows:

Contact Name
Name of FIRM
Address of FIRM

ARTICLE 35. **JURISDICTION:** This AGREEMENT shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this AGREEMENT shall be in that state. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect. Whenever reference is made in the AGREEMENT to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this AGREEMENT shall apply, unless otherwise expressly stated. This Agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

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 the Agreement shall be decided by the Fulton County Department of Public Works designated

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representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the FIRM. The FIRM shall have 30 days from date of receipt to appeal the decision to the County Manager or 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 as limiting judicial review of such decision, provided, however, that any such decision shall be final and conclusive 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.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this AGREEMENT, FIRM agrees as follows:

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

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

Section 36.03 FIRM 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 FIRM 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 FIRM 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 FIRM acknowledges that any documents or computerized data provided to the COUNTY by the FIRM may be subject to release to the public. The FIRM also acknowledges that documents and computerized data created or held by the FIRM in relation to the AGREEMENT may be subject to release to the public, to include documents turned over to the COUNTY. The FIRM shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The FIRM shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the FIRM. The FIRM shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

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ARTICLE 39. **FIRM'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, MFBE participation, or any other matter relating to the services being procured, should any proposer submit a response to the COUNTY promising to provide a certain level of service for the scope of work, MFBE 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, MFBE participation, or other matter shall be considered to be a material part of the AGREEMENT between the FIRM and the COUNTY, such that the FIRM'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.

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

Attest:

NAME OF FIRM

By: _____

Title: _____

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

By: _____

Mark Massey
Clerk to the Commission

By: _____

Karen Handel, Commission Chair,
Board of Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

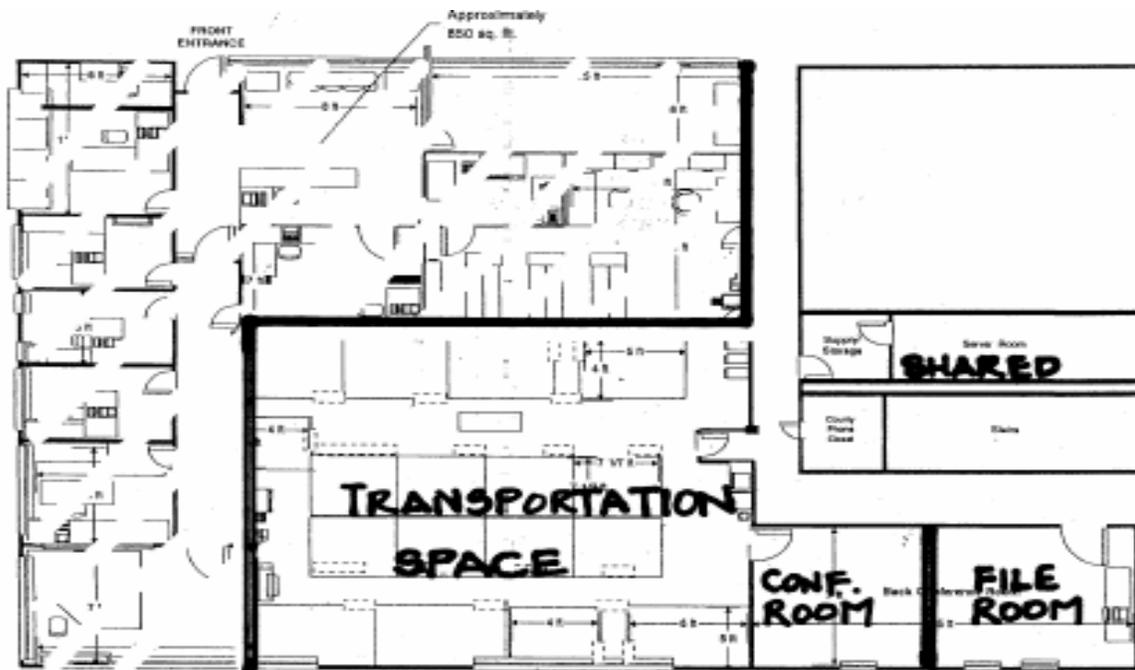
Office of County Attorney

By: _____

Director of Public Works

**SECTION 9
EXHIBITS**

Exhibit 1



*OFFICE LAYOUT
FULTON COUNTY GOVERNMENT CENTER
3RD FLOOR
OFFICE SPACE TO BE ASSIGNED TO WATER SERVICES
PROGRAM MANAGER*