



# FULTON COUNTY

*Vision*

*People Families Neighborhoods*

*Mission*

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

*Values*

*People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL NO. 05RFP47139YC**

**PREVENTIVE MAINTENANCE & REPAIR FOR FLOW MONITORS AND RAIN  
GAUGES COMBINED WITH SEWER SYSTEM EVALUATION SERVICES  
For**

**DEPARTMENT OF PUBLIC WORKS**

**RFP DUE TIME AND DATE: November 9, 2005 at 11:00 A.M.**

**PRE-PROPOSAL TIME AND DATE: October 26, 2005 at 10:00 A.M.**

**PURCHASING CONTACT: Malcolm Tyson (404) 730-5811**

**E-MAIL: malcolm.tyson@co.fulton.ga.us**

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

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# **SECTION 1 INTRODUCTION**

## **1.1 PURPOSE**

Fulton County, Georgia (“County”) is soliciting Proposals for long-term preventive maintenance and repair services for an existing network of sewage flow monitors and rain gauges, in addition to provision for professional engineering and technical services to conduct sewer system evaluation studies as required.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the “Preventive Maintenance and Repair for Flow Monitors and Rain Gauges combined with Sewer System Evaluation Services” multi-year contract.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the “Preventive Maintenance and Repair for Flow Monitors and Rain Gauges combined with Sewer System Evaluation Services” to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

## **1.2 DESCRIPTION OF THE PROJECT**

This project involves the provision of all labor, equipment, materials and expertise by the successful Proposer for preventive maintenance and repair services for an existing network of one hundred and fourteen (114) “ADS Model 4000” flow monitors, and eleven (11) “Rain Alert” rain gauges. Additionally, the project involves the provision of Professional Engineering and Technical Services, to evaluate sewer system integrity for capacity, management, operations and maintenance (CMOM) purposes, as required by specific work requests made by the County. The required contract services are to be applied County-wide as to include all existing and future sewer system components within the boundaries of the County. Fulton County proposes to engage a consultant for the duration of five (5) years with an option to renew annually for two (2) successive years for a total period of seven (7) years beginning approximately January 1, 2006.

## **1.3 BACKGROUND**

Fulton County, Georgia, Public Works Department, operates and maintains approximately 40,000 manholes and 3,000 miles of sewer line divided into four major basins: Camp Creek in the Southern part of the County, and Big Creek, Johns Creek, and Little River in the Northern part of the County. These basins include areas that are under the jurisdiction of neighboring counties. Previous sewer system evaluation studies have been conducted for the County but were designed to concentrate on a specific basin per project, utilizing data from the existing network and incorporating temporary monitoring as required to isolate problem areas. The existing network of ADS Model 4000 flow monitors and “Rain Alert” rain gauges was originally installed between March 2000 and June 2000; the equipment has an expected operational-efficiency life-span of 15 years.

## 1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project: To provide comprehensive preventive maintenance and repair services for flow monitors and rain gauges, with their associated components in accordance with the manufacturer's guidelines for optimum functionality.

- To conduct sewer system evaluation studies as required, primarily to identify and quantify sources of inflow and infiltration (I&I) throughout the sewer system.
- To provide and install additional network equipment (monitors and rain gauges) as identified and resulting from sewer system evaluation and general network expansion requirements.

## 1.5 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".

Applications for documents, along with a non-refundable \$50.00 payment must be made to Department of Public Works, 141 Pryor Street, S.W., Suite 3077, Atlanta, Georgia 30303. Payment must be in the form of a company or personal check payable to **Fulton County Public Works Department**. Checks returned for any reason will result in the proposal being deemed non-responsive. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

For payment information, contact Mabel Green, Department of Public Works at (404) 730-7451. All other questions should be addressed by the procedures outlined in this RFP to Malcolm Tyson, Fulton County Purchasing Department at 404-730-5811, [malcolm.tyson@co.fulton.ga.us](mailto:malcolm.tyson@co.fulton.ga.us).

## 1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **October 26, 2005 at 10:00 A.M.** in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

## 1.7 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 **November 9, 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.

## **1.8 DELIVERY REQUIREMENTS**

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

## **1.9 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, *Malcolm Tyson, Purchasing Agent; 130 Pryor Street SW, Suite 1168, Atlanta GA, 30303; 404-730-5811, fax: 404-335-5808; Malcolm.tyson@co.fulton.ga.us.* Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 2.1 PROCUREMENT PROCESS

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

### 2.2 CONTRACT DEFINITIONS

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

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

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

**County** – Fulton County Government and its authorized representatives.

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

**Owner** – Fulton County Government

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

### 2.3 NO CONTACT DURING PROCUREMENT PROCESS

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **October 26, at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing**  
**Attn: Malcolm Tyson**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: malcolm.tyson@co.fulton.ga.us**  
**F: 404-335-5808 or 404-730-5811**  
**RE: Preventive Maintenance and Repair for Flow Monitors and Rain Gauges**  
**Combined With Sewer System Evaluation**

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](http://www.co.fulton.ga.us). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The contract term is for twelve (12) consecutive months from date of award with the option to renew for six (6), one (1) year renewal periods.

## **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 or two members from the Department of Public Works and one or two Purchasing Staff members who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

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

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest

proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

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

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

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

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

## **2.13 ACCURACY OF RFP AND RELATED DOCUMENTS**

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

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

## **2.14 RESPONSIBILITY OF PROPOSER**

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

## **2.15 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to

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

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

## **2.16 COUNTY RIGHTS AND OPTIONS**

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

## **2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

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

## **2.18 TERMINATION OF NEGOTIATIONS**

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

## FULTON COUNTY PURCHASING DEPARTMENT

### REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

#### PREVENTIVE MAINTENANCE AND REPAIR FOR FLOW MONITORS AND RAIN GAUGES COMBINED WITH SEWER SYSTEM EVALUATION SERVICES

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.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed

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

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

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

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

17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificate from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
  - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS**

#### **3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **November 9, 2005 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 05RFP47139  
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 # 05RFP47139  
Preventive Maintenance and Repair for Flow Monitors and Rain Gauges Combined  
with Sewer System Evaluation Services  
[Technical or Cost Proposal]  
Proposer's Name and Address**

#### **3.1.2 Number of Copies**

Proposers shall submit one (1) original and three (3) 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 Public Works Department of Fulton County, Georgia is currently seeking proposals to provide comprehensive preventive maintenance and repair services for an existing network of one hundred and fourteen (114) ADS Model 4000 flow monitors and eleven (11) “Rain Alert” rain gauges. The contract services are to be applied Countywide so as to include all sewer system components under ownership of the County and confined within its borders.

Additionally, the County has a need for professional engineering and technical services for conducting sewer system evaluation studies for the primary purpose of identifying and quantifying inflow and infiltration (I&I) sources in the sewer system, as required. Contract services shall also consist of comprehensive database management for sewer system flow data to include as a minimum, the collection, analysis, storage, retrieval and reporting of flow data, in various formats, as required by the County.

### 3.3.1. COMPREHENSIVE PREVENTIVE MAINTENANCE SERVICES

The existing network of flow monitors and rain gauges shall be maintained to assure a minimum up-time of ninety-five percent (95%) for each monitor designated as a “billing site”. **Currently the County has thirty-five (35) monitoring sites designated as “billing sites”, and they are identified in Technical Exhibit “9-1”.** Monitors not designated as “billing site” locations shall be maintained to assure a minimum up-time of ninety percent (90%). The County does not have an inventory of spare / replacement parts, thus the Consultant shall provide such parts as it needs to maintain the system of existing ADS flow monitors and rain gauges, including battery replacement. **The costs for provision and installation of such parts and batteries should be factored into the Proposer’s unit costs for preventive maintenance and repair services for the existing network of flow monitors and rain gauges.**

The Consultant and County shall decide whether a monitor that cannot be repaired shall be replaced by a new in-kind monitor, a rehabilitated in-kind monitor, or a new monitor that is equal to or better than existing monitors from a different manufacturer. Regardless of the continued use of the existing monitors or use of replacement monitors, the quality of data and use of the phone-based communication system and/or downloading of data at the monitor site shall not be degraded, and the required up-time shall be maintained. Replacement monitors shall be no less capable of complying with the performance requirements specified herein.

The County may direct the relocation of flow monitors to better address sewer operation needs. The County may also decide to increase the number of flow monitors in its permanent system.

**Unit prices shall be set forth as provided in the Proposal for existing and additional monitors as specified in the cost proposal.**

**All flow monitors shall be calibrated no less than quarterly, in accordance with the manufacturer's maintenance specifications and guidelines.**

A full description of the replacement equipment that will be offered for the project including new in-kind monitors, rehabilitated in-kind monitors, and new monitors from a different manufacturer, shall be included in the Proposal. The description shall include an estimate of the expected life of each category of equipment.

### **3.3.1.1 Specific Requirements for Preventive Maintenance and Repair for Flow Monitors and Rain Gauges**

The Service Provider shall be ISO 9001 certified and will perform the following services to maintain the equipment in accordance with the manufacturer's specifications.

1. Collect, Analyze and Store Flow Data:  
Down-load data from flow monitors and rain gauges twice weekly via telephone modem line where communication service connections are available. Download data from the flow monitors and rain gauges once weekly utilizing laptop computers where telephone connections are not available. Appropriately analyze and edit collected flow data as required for quality and overall integrity to ensure accuracy and completeness.
2. Diagnostics:  
Remote diagnostic checkout of all equipment using its most current procedures and programs from service provider's centralized data center, regional facilities, or other service locations by use of voice-grade telephone lines.
3. Repair:  
Repair and preventive maintenance services, including battery replacement, necessary to keep the equipment operating in accordance with the manufacturer's design specifications. These services will be performed from the service provider's regional service facilities or other service locations. The types of services to be performed under this agreement include but are not limited to the following:
  - a. Repair diagnostic check-out of all equipment using the most current procedures and programs from the Consultant's local facilities or other service locations, by use of telephone lines.
  - b. Ultrasonic Depth and Pressure Depth sensor replacement – The ultrasonic depth sensor will be repaired or replaced once it has lost its built-in redundancy or its working temperature sensor. The pressure depth sensor shall be considered for

replacement if the sensor readings are a constant value or if it can no longer be calibrated to the ultrasonic sensor. Both the ultrasonic depth and pressure depth sensors must function simultaneously.

c. Low battery voltages - Service provider will replace the batteries within the scheduled response time, when the power reaches critical level, as necessary to keep the equipment operating in accordance with the manufacturer's design specifications.

d. Velocity sensor replacement - A velocity sensor shall be considered for replacement if the sensor readings are a constant value or zero indicating loss of sensitivity.

e. Repair of communication/telephone line failure from the service provider's network termination point to the internal monitoring equipment and/or rain gauges to include phone line installation and coordination with the service provider for telephone services and repair.

f. Rain Gauge Tipping Bucket and Tipping mechanism repair or replacement when not functioning properly.

4. Service Schedule:

The field service shall accommodate the Public Works Department's normal operating hours of 8:00 A.M. to 12:00 noon and 1:00 P.M. to 5:00 P.M., Monday through Friday. All service calls received on weekends or holidays will be responded to the following business day.

5. Primary Contact:

Service provider shall designate a "Project Manager" to serve as the primary contact with the County for the resolution of field problems and general contract service issues. Written notification of any change in this primary contact will be provided to the Contract Manager.

6. Response Time:

Service provider will respond to a notification of malfunction and diagnose the problem within one (1) business day from the time of the request for sites designated as "billing sites" in Technical Exhibit 9-1, and two (2) business days for the service request for all other sites. Service provider shall complete equipment repairs (or replace with a temporary spare unit) within two (2) business days of the service request for billing sites, and within four (4) business days for the service request for all other sites. The Project Manager, or their designated representative, will notify the Contract Manager of the service schedule.

7. Data Availability:

Service provider guarantees 90% system-wide uptime for monitors covered under a comprehensive service agreement and 95% uptime for billing monitors covered under the agreement.

8. Meeting On-Site:

If requested by the Contract Manager, the Field Representative will meet with the County's representative during service work visit.

9. Inventory:

Service provider shall maintain an adequate supply of batteries, sensors, monitors, and all other necessary parts and equipment, in the local area for use in servicing the County's system.

10. Service Statement:

Service provider will provide a Statement of Repair Service form that documents maintenance or diagnostics performed on a monthly basis, and it shall be submitted with each monthly payment invoice for services provided.

### 3.3.1.2 Exclusions

The following equipment and services shall be excluded from a comprehensive service Agreement:

1. Communications line work external to the equipment. If requested by the Contract Manager, this work can be done at a Time & Materials rate.
2. Changes or alterations in specifications.
3. Painting or refinishing or furnishing materials thereof (except as damaged by service provider during service work).
4. Installing, moving, or removing of equipment unless required as part of the repair process.
5. Repairs made necessary by accident of the County, its employees, agents, contractors or invitees.
6. Repairs made necessary due to attempts by the County to repair or maintain the equipment unless authorized by service provider.
7. Service during holidays. Repair service during a holiday period, if requested by the County, shall be at an hourly Time & Materials rate.
8. Maintenance and repair necessary to put equipment not under a monthly service contract in good repair.
9. Repairs made necessary due to events beyond service provider's control, such as catastrophic events.

### 3.3.2 DATA GATHERING

Data gathered from flow monitors and rain gauges shall be provided to the County with all quantities accumulated on a 15-minute interval. Data shall be collected twice (2) a week via remote access for each permanent flow monitor and rain gauge when telephone connections are available. Weekly scheduled downloads utilizing a laptop computer will be performed where telephone connections are not available.

**The method of data gathering from the County-owned ADS monitors and rain gauges and any replacement monitors or rain gauges shall be fully described in the Proposal.**

### **3.3.3 MONITOR AND RAIN GAUGE COMMUNICATION AND DIAGNOSTIC SOFTWARE**

The Communication and Diagnostic Software will meet the following minimum requirements:

1. Shall be developed by an ISO 9001 certified company.
2. Shall operate on a Microsoft® Windows® and Windows NT platform.
3. Shall support the generation of communication logs each time the data logger is activated, collected and/or confirmed.
4. Shall support the upload of the complete data logger memory and user-defined dates and time and data types. Shall also support the “Auto Collect” feature where only the most recent, previously not retrieved data is uploaded.
5. Shall provide a tool to review the uploaded data in a hydrograph, scatter-graph and tabular format.

#### **3.3.3.1 Diagnostic and Analysis Capability of Software**

1. The software shall alert the user when the battery has reached a critical deficiency level and needs to be replaced.
2. The software shall support Online Help that will include as a minimum: object help and standard Windows, Content, Index, and Find Help.
3. The software shall store flow data in Microsoft® Access® database format allowing for easy export to other software applications.
4. The software shall support display of data in different unit types without exiting the program.
5. The software shall be developed by a company with ISO 9001 certification.

#### **3.3.3.2 Data Acquisition Capability of Software**

1. The software shall support communications via modem and on-site via direct serial connect.
2. The software shall support real time data collection of flow data as well as allow user to schedule data collection to occur at a later, user-specified time.
3. The software shall support the collection of data from individual data loggers and a group of data loggers.
4. The software shall support the import of data from a laptop PC. User shall have the option to define dates of data to be imported or append the data to existing data in database.
5. The software shall support the generation of a log file that shows the success or failure of the attempted data import or collect.
6. The software shall support the import of ASCII text file formatted data.

#### **3.3.3.3 Data Editing**

1. The software shall support the editing of flow data via three different methods; hydrograph, scatter-graph, tabular.
2. The software shall support the review of data by individual locations or a group of locations.
3. The software shall support multiple views of the data (for example, a hydrograph and scatter-graph) to ease the data editing process.

4. The software shall support the display and edit of more than one data type at a time.
5. The software shall support performance of edits on a user-selected span of data.
6. The software shall support the display of the current value of the data type on the status bar as the cursor is moved across the graph.
7. The software shall support the viewing of at least 10 different data types simultaneously in the hydrograph format.
8. The scatter-graph shall support the viewing of up to three data types, one on the x-axis, two on the y-axis.
9. The software shall indicate to user if a point has been manually modified.
10. User shall have option to store all data edits in a log on a per-site basis as a record of the modifications made to the data.
11. The software shall support the storage of the preferred data edit mode so the user does not have to re-define the view of the data each time one of the data editing tools is accessed.
12. User shall be able to highlight a portion of data on a hydrograph and zoom in on the data to obtain a higher resolution.

#### **3.3.3.4 Data Reporting**

1. The software shall support the cut, copy and paste commands of Microsoft Windows.
2. The software shall support the running of reports for individual locations and a group of locations.
3. The software shall provide report templates for hydrographs and tabular reports. User shall be able to define headers and footers for reports.
4. User shall be able to output reports on-demand or schedule the reports to run at a user- specified time.
5. The software shall support the calculation of flow quantity in channels of different shapes and sizes. These will include at a minimum, round, rectangular, ovoid, elliptical, and horseshoe. It shall also support flumes and weirs.
6. The software shall accurately compensate for silt levels found in the channel cross-section.
7. Template tabular reports shall be provided for running 15-minute, hourly and daily reports.
8. Templates shall be provided for running daily, weekly, quarterly, yearly and user-defined interval hydrograph reports.

### **3.3.4 DATA MANAGEMENT SYSTEM**

Flow and rainfall data gathered from each monitor/gauge shall be transferred to a web-based data storage and management system for processing. The system shall be capable of performing the following functions:

1. Data Acquisition – able to import monitoring data from various other sources such as current County flow monitors and rain gauges, and the National Weather Service rainfall data. For existing monitors, if the data acquisition requires proprietary software, the Consultant shall provide such license to the County. If replacement monitors of a different manufacturer require proprietary software, the Consultant shall provide such license to the County. In both cases, such license shall include provision for the use of the software by the County’s approved representative(s)

during and after the Contract period. Such data shall be converted and placed in a Microsoft Access database. Raw data shall be reviewed for problems and anomalies and adjusted where appropriate without losing the raw data, and indicating the adjustment made;

2. Data Management – shall use a Microsoft Access database format to allow the system to store large volumes of flow and rainfall data for easy retrieval and historical reference. Using Access’s open-architecture platform, the system can be used with a variety of other software applications;
3. Flow Quantification – calculates and generates flow rates which can be expressed in user-selectable units of measure such as million gallons per day (MGD), cubic feet per second (cfs), and liters per second (l/s);
4. System Analysis – provides tools to analyze site-specific flow characteristics and problems, facilitates viewing of flow changes between monitoring locations, and facilitates identification of system trend and anomalies;
5. Report Generation – provides for the manipulation of information that can be reported both on-screen and in hard copy formats. Additionally, a “cut-and paste” feature that allows for easy export to other software programs shall be provided.
6. Scatter-graph Analysis – develops and generates system flow scatter-graphs for individual flow monitoring locations. Scatter-graphs shall be reported in a “depth versus velocity” format. Individual readings for each monitoring time step for periods up to one (1) year shall be included in the scatter-graph. The DMS shall be capable of direct generation of each scatter-graph (i.e. no post-processing software is required). Scatter-graphs shall also show field calibration data and various theoretical pipe curves; and
7. Web-based Data Storage and Management System – the Consultant shall establish a web-based system to store data from the permanent monitors and rain gauges, and its analyses, allowing retrieval of the data and analyses by a maximum of ten (10) users. A software license shall be provided to the County.

### **3.3.5 RECORD KEEPING**

A printed map of the sewer system in the location selected by the County’s representative will be provided to the Consultant. In the course of the inspection, errors or omissions in the maps shall be noted, including, but not limited to, alignment of the sewers, recorded size, shape, material, invert elevations, manhole locations and pipe connectivity.

For new monitors added to the system, a site report shall be provided prior to monitor installation for each monitor showing the characteristics of the sewer system at the monitor location. Thirty (30) days following the end of a month or partial month of monitoring, three (3) copies of a report of the data gathered shall be submitted, which shall include the site report. The monitoring data shall be provided in a written report (three (3) copies) in the form of graphs of flow depth, velocity, flow rate and rainfall hyetographs of the closest rain gauge. The Consultant shall also indicate methods of resolving errors in the data when one or more of the measurement devices fail to operate. When these methods are applied to the data, it shall be noted which data was affected and which method was used as a supplement to the report.

In addition to the paper copies of the data, three (3) copies of the data (depth, velocity and flow rate) shall be provided electronically as an Access database or Excel file on compact disc. The data contained on the compact disc shall be accessible without requiring proprietary software.

**Proposed record keeping methods, including the methods of resolving errors in the data when one or more of the measurement devices fail to operate, and how that will be communicated to the County shall be provided in the Proposal.**

### **3.3.6 SEWER SYSTEM EVALUATION AND TEMPORARY FLOW MEASUREMENT**

The Consultant shall provide professional engineering services to conduct Sewer System Evaluation as requested by the County, for the purpose of identifying and quantifying excessive infiltration and inflow (I&I) to the sanitary sewerage systems of Fulton County. As a minimum, the Consultant shall be required to utilize the following methods for evaluating the sewer system for I&I:

- Temporary Flow Monitoring
- Inspect Manholes
- Smoke Testing
- Dyed Water Flooding
- Flow Isolation
- TV Inspection

The Consultant shall submit a description of the overall plan, inclusive of the methods indicated above, for execution of Sewer System Evaluation (SSE) as part of the proposal.

As an integral part of Sewer System Evaluation, the installation of temporary flow monitors will be required on an “as needed basis” during the course of the multi-year service agreement. Flow monitoring shall begin within thirty (30) days of the issuance of a Notice to Proceed and shall continue until the County’s Representative gives written notice to remove the monitor(s) — a period anticipated to be sixty (60) to one hundred and twenty (120) days for the majority of temporary flow measurement requirements. **Upon completion of each SSE assignment, the Consultant shall provide to the County an engineering analysis report that adequately details findings related to I&I and any other discovery pertinent to the integrity of the system. At a minimum the report must quantify I&I and identify sources as applicable; in all cases where temporary flow monitoring is utilized, scatter-graphs, hydrographs and tabular reports shall be included in the overall report.**

Monitoring shall be performed under dry and wet weather conditions such that flows from storms of various intensities can be measured. Using this data, the relationship between peak flow and rainfall intensity will be developed for each monitoring site. In addition, sewer capacity will be evaluated for various dry and wet weather conditions.

Flow monitoring will also be used to provide the data necessary to quantify the infiltration/inflow in the sanitary sewer system.

Flow measurements shall be taken in such a way as to clearly define peak and/or minimum flow conditions. As situations dictate, the County will assume responsibility for ensuring sewers are cleaned thoroughly before depth and velocity measurements are undertaken by the Consultant. Once the monitor is installed and calibrated, the monitor

shall be examined a minimum of once a week to gather data, and to verify optimum functionality of the monitor installation. Unless downtime is caused by extraneous factors, full payment will be made when an up-time of 95% during storm events and 90% during the installed period is achieved. The County's Representative shall be notified immediately when routine examination of a monitor or of the data indicates that the sewer is accumulating debris that prevents accurate flow measurements.

EQUIPMENT. The basic instrument for flow measuring and monitoring shall have minimum components of one velocity sensor, one ultrasonic depth sensor and one pressure depth sensor. They shall be self-contained, micro-processor-controlled units that measure and record both depth and velocity of flow in sewer systems at programmed intervals. Data will be up-loaded to the computer and printed to the computer screen to allow comparison with field checks. Each monitor shall be calibrated for accuracy prior to installation at the full range of flows expected.

**A full description of the equipment that will be used for the project shall be included in the Proposal, stating which equipment is currently owned, and which is intended to be leased, rented or purchased.**

**The precision of the velocity measurement device, the depth measurement device and an indication of the range over which the precision applies shall be included in the Proposal.** This information shall also be included in the site report for each monitor installation.

SITE SELECTION. The sites for monitor installation will initially be selected by the County's representative. The Consultant will ascertain the adequacy of the location and, if it is unacceptable, will propose another location nearby. If the location is acceptable to the County, a site report will be prepared and presented to the County's Representative. The site report shall include as a minimum:

1. A sketch of manhole with all pipes entering and leaving the manhole;
2. All dimensions of the manhole and all pipes;
3. A description of hydraulic flow conditions;
4. The type of monitor installed and the expected precision of measurements over the range of flows expected; and
5. Photos.

The final location must be accepted in writing by the County's representative prior to installation.

MONITOR INSTALLATION. The Consultant must perform an internal inspection of the manholes to be entered for monitor installation and the adjacent sewer pipes, designating the location, size, shape and material of pipes; noting all structural defects; and recording findings on log sheets.

The pipes shall be clean enough for the monitor to represent flow in a clean pipe. Accumulation of grease, grit and other debris immediately downstream may need to be cleaned. Grease, grit, and other debris upstream of the manhole may also need to be removed to avoid shifting debris. The County's representative shall be contacted to have the cleaning performed so as to minimize inaccuracy of data or down time. Failure to monitor flow because of debris shall not excuse the Consultant from fulfilling the required up time should the Consultant fail to notify the County of the debris in a timely manner.

When sewer line depth of flow at the upstream manhole section is above that required by industry standards for proper monitor installation, the flow shall be reduced via pumps, plugging or flow blocking, or by pumping and bypassing. Such operation shall not result in an overflow. If an overflow should occur, it shall be the responsibility of the Contractor to immediately notify the City's representative, to estimate the quantity of the spill, and to clean up the spill. The Consultant shall be required to pay any fine that might be imposed by Environmental Protection Agency (EPA) or Environmental Protection Division (EPD) under the First Amended Consent Decree.

MAINTENANCE AND DATA COLLECTION. After installation, the data from the monitors shall be collected once per week and maintained and service shall be performed as required to ensure its proper functioning, calibration and accurate flow data. Such servicing will require entering the manhole to inspect the monitor installation and to clean the probe(s).

Flow monitors must accurately record data a minimum of ninety (90%) percent of the time for each individual monitor; and all monitors within a related group must be accurately recording data at the same time for a minimum of eighty-five (85%) percent of the time. Payment shall not be made for the time that data is not recorded accurately for reasons within the Consultant's control.

Sufficient replacement monitors or components shall be immediately available should equipment breakdown(s) occur. The Consultant shall indicate the number and location of replacement monitors.

**Details regarding installation and maintenance procedures shall be included in the Proposal.**

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Proposal must include responses to all of the information requested in this RFP.

The Proposal shall include one (1) volume, addressing each numbered section/subsection (stated hereinafter) in the order requested, indexed and clearly identified. The response to items requested in sections 3.4 to 3.10 shall be placed in an appropriate section/subsection and referenced to the respective 3.4 to 3.10 section. Submittals not in compliance will be downgraded accordingly.

Each proponent must format the written Proposal in accordance with the appropriate specifications detailed below. Six (6) copies of the Proposal must be submitted in addition to one (1) marked original. Each copy of the submittal shall be prepared on standard weight 8½" x 11" letter size paper, with material on one (1) side only, using 12-point font size and inserted in a flexible binder with standard three-hole punched paper. Charts may be 11" x 17" in size **only if necessary for clarity** and provided they are Z-folded to fit in the 8½" x 11" binder.

## VOLUME I

### A. EXECUTIVE SUMMARY.

The Executive Summary shall include a brief statement of approach to the work, understanding of the Project's goals and objectives and demonstrated understanding of the Project's potential problems and special concerns, **not to exceed two (2) pages**. The Proponent shall state any exceptions taken to any part of the RFP in a separate section entitled "EXCEPTIONS." The specific portions to which exception is taken shall be identified and explained. It shall be understood that any exceptions may be used by the County as grounds for rejection of Proposal.

### B. TEAM ORGANIZATION.

Provide the following:

1. **Introduction of proposed professional team (maximum of five (5) pages):**
  - a. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed;
  - b. A narrative description of the team and all proposed sub-consultants;
  - c. A narrative description of the role assigned to the team members and all proposed sub-consultants;
  - d. An organization chart of the proposed team for this Project indicating the role each proponent member will fulfill; and
  - e. In the event that key team members must be replaced during the course of the program, describe your back-up personnel plan.
2. An experience matrix for the team and proposed sub-consultants. This matrix should describe exactly the type of work each team member has performed within the past ten (10) years on projects of comparable scope and nature. It is not sufficient to simply identify names of projects or indicate an association with a project.
3. Proponents must submit a list of all projects performed for the County by the team during the past five (5) calendar years. Provide the following information for each project:
  - a. Name of the project, County Department, County Project Manager/Contact, Project Manager/Contact phone and fax numbers, and date of completion;
  - b. Short description of the project, one (1) paragraph; and
  - c. Contract Value.

4. Proponent must submit a list of at least three projects in similar size and complexity. These projects must include the installation, service and data analysis of flow monitoring networks similar to Fulton County's existing flow monitoring network. Projects must include networks of at least 50 monitors.

**C. OVERALL PROJECT EXPERIENCE AND PERFORMANCE.**

Identify the facilities where the qualified Proponent has performed flow monitoring, and any related projects ongoing or completed by the team during the past five (5) calendar years. Limiting your response to five (5) projects and one (1) page per project, please provide the following information for each project.

1. The name of the project, the owner and the project location;
2. A description of the project;
3. The original contract amount and the actual sum paid.  
(Explain the reason for any significant differences)
4. A reference, including a contact name, position, address, telephone number and fax number. This reference should be the owner's staff member who was in charge of the project for the owner.

**D. KEY PERSONNEL**

1. List the names of the individuals the team will use to fill the following positions: Project Manager, Project Engineer, Field Manager and Quality Control Manager. Submission of these names constitutes a commitment to use these individuals if the team is selected, and changes may be made only with the written consent of the County. For each person listed, submit the following:
  - a. Résumés for each of the specific key personnel of the Proponent's proposed team. The résumés should be no more than two (2) pages per person and be organized according to the following:
    - Name and title;
    - Personnel billing category;
    - Professional background;
    - Current and past relevant employment;
    - Education;
    - Certifications;
    - List of relevant projects:
      - Client name;
      - Project name;
      - Project description;
      - Role of the individual;
      - Project completion date; and
      - Reference contact (name and phone number).

- b. If the Proponent does not intend to locate all of these people in Fulton County, state what other arrangements would be proposed.
2. Provide the percent availability and percent commitment of key team members to the project during the various stages of the project.
3. Provide a table that summarizes the involvement and role of each of the key personnel of this section with the projects listed in Sections B and C.

E. **TECHNICAL APPROACH.**

**Limiting your response to ten (10) pages**, present a well-developed technical approach, incorporating quality control/quality assurance measures, and coordination and communication processes. For each phase of that technical approach describe how the requirements and objectives can be met. As part of the approach, please address all relevant subjects as you perceive them, and specifically address the following:

1. A cost-effective approach to providing accurate flow measurement with well-maintained monitors that meets the objectives.
2. Cooperative relationships between your team, the County and other subcontractors and how your team will establish and maintain the necessary cooperative relationships.
3. Coordination with County staff.
4. Assurance that proper and necessary communications will be maintained and that pertinent project information is distributed to affected individuals to ensure that they are informed and appropriately involved.
5. Contract cost control/monitoring activities and the “tools” which to be used in the management of the project elements.

**VOLUME II**

A. **REQUIRED ATTACHMENTS.**

The following required submittals shall be included in Volume II:

1. **All EBO and EEO forms applicable, see Section 6.2, must be completed and submitted. These forms will be included in all contracts issued to the Proponent;**
2. **Insurance certificates in accordance with Section 7 requirements;**

B. **FINANCIAL STATEMENT/CAPABILITY.**

Given the magnitude and nature of the work contemplated in this RFP, the County must be able to evaluate, verify and understand the Proponent's financial capability and expertise to undertake and perform the services. Proponents should demonstrate financial capability by providing the following documentation for each team member:

1. Documentation and discussion of the financial condition and capability of the firm(s);

2. Annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and changes in financial position;
3. The latest quarterly financial report and a description of any material changes in financial position since the last annual report;
4. The prospectus or offering for the Proponent's latest security offering;
5. The most recent Dunn & Bradstreet and/or Value Line Reports on the Proponent;
6. Current rating of senior and subordinate debt, if any; and any rating agency reports issued in the last five (5) years; and
7. At least two (2) bank or other institutional lender references.

Provide any other information that the Proponent may deem appropriate to reflect its financial capability.

### **3.5 COST PROPOSAL FORMAT AND CONTENT**

#### ***Section 1 - Introduction***

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

#### ***Section 2 - Completed Price Proposal Forms***

The Proposer is required to complete **all** of the Price Proposal Forms included in this section of the RFP.

The following Proposal forms for Sewer System Evaluation flow monitoring and Proposal forms for maintenance, data gathering and analysis of the permanent flow monitors and rain gauges are attached for perusal. These forms shall be filled out showing unit prices and extended totals as indicated.

The unit prices shall be a fair representation of the cost for each item of scope (i.e., not be unbalanced) and, in the aggregate, shall include all aspects of the overall scope, including materials, equipment and labor for monitoring the flow in the sewers within the accuracy stated and with due regard to safety of employees, County staff and the public.

Quantities shown on the Proposal forms indicate a reasonable magnitude of the work. However, actual quantities could be higher or lower without a change in the unit costs.

**The Price Proposal shall be provided in a separate sealed envelope in accordance with terms and conditions stated herein. The Price Proposal shall include current information and shall be arranged and include content as described below:**

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

**YEAR 1**

- I. Preventive Maintenance and Repair of Existing Network: \$ \_\_\_\_\_ per monitor per month including any and all required parts
- II. 4 Additional Permanent Monitors: \$ \_\_\_\_\_ ea.
  - (a). 4 Additional Permanent Rain Gauges: \$ \_\_\_\_\_ ea.  
(Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- III. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
<b>SSE</b>				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation <sup>1</sup>	Each	10		
Temporary Flow Meter Installation <sup>3</sup>	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item III	\$

<b>YEAR 1 SUMMARY</b>	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Four (4) Additional Permanent Rain Gauges	\$ _____
III. Sewer System Evaluation (To be directed by the County as required):	\$ _____
<b>TOTAL I through III</b>	<b>\$ _____</b>

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

**YEAR 2**

- I. Preventive Maintenance and Repair of Existing Network: \$ \_\_\_\_\_ per monitor per month including any and all required parts
- II. 4 Additional Permanent Monitors: \$ \_\_\_\_\_ ea.
  - (a). 4 Additional Permanent Rain Gauges: \$ \_\_\_\_\_ ea.  
(Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- III. Sewer System Evaluation (To be directed by the County as required):

<b>Item</b>	<b>Units</b>	<b>Estimated Quantities</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>SSE</b>				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation <sup>1</sup>	Each	10		
Temporary Flow Meter Installation <sup>3</sup>	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item III	\$

<b>YEAR 2 SUMMARY</b>	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Four (4) Additional Permanent Rain Gauges	\$ _____
III. Sewer System Evaluation (To be directed by the County as required):	\$ _____
<b>TOTAL I through III</b>	<b>\$ _____</b>

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

**YEAR 3**

- I. Preventive Maintenance and Repair of Existing Network: \$ \_\_\_\_\_ per monitor per month including any and all required parts
- II. 4 Additional Permanent Monitors: \$ \_\_\_\_\_ ea.
  - (a). 4 Additional Permanent Rain Gauges: \$ \_\_\_\_\_ ea. (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- III. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
<b>SSE</b>				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation <sup>1</sup>	Each	10		
Temporary Flow Meter Installation <sup>3</sup>	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item III	\$ _____

<b>YEAR 3 SUMMARY</b>	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Four (4) Additional Permanent Rain Gauges	\$ _____
III. Sewer System Evaluation (To be directed by the County as required):	\$ _____
<b>TOTAL I through III</b>	<b>\$ _____</b>

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

**YEAR 4**

- I. Preventive Maintenance and Repair of Existing Network: \$ \_\_\_\_\_ per monitor per month including any and all required parts
- II. 4 Additional Permanent Monitors: \$ \_\_\_\_\_ ea.
  - (a). 4 Additional Permanent Rain Gauges: \$ \_\_\_\_\_ ea. (Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- III. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
<b>SSE</b>				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation <sup>1</sup>	Each	10		
Temporary Flow Meter Installation <sup>3</sup>	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item III	\$ _____

<b>YEAR 4 SUMMARY</b>	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Four (4) Additional Permanent Rain Gauges	\$ _____
III. Sewer System Evaluation (To be directed by the County as required):	\$ _____
<b>TOTAL I through III</b>	<b>\$ _____</b>

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

**YEAR 5**

- I. Preventive Maintenance and Repair of Existing Network: \$ \_\_\_\_\_ per monitor per month including any and all required parts
- II. 4 Additional Permanent Monitors: \$ \_\_\_\_\_ ea.
  - (a). 4 Additional Permanent Rain Gauges: \$ \_\_\_\_\_ ea.  
(Including equipment purchase, installation, and site confirmation; then to be added to Preventive Maintenance and Repair services upon acceptance by the County)
- III. Sewer System Evaluation (To be directed by the County as required):

Item	Units	Estimated Quantities	Unit Price	Total Cost
<b>SSE</b>				
Temporary Flow Monitoring Equipment and Personnel Mobilization	Lump Sum	1		
Temporary Flow Monitoring Site Selection and Investigation <sup>1</sup>	Each	10		
Temporary Flow Meter Installation <sup>2</sup>	Each	10		
Temporary Flow Monitoring Data Collection/Meter Maintenance <sup>3</sup>	Monitor-Day	900		
Temporary Flow Monitoring Reporting	Lump Sum	1		
Inspect Manholes	Each	120		
Smoke Testing	Feet	20000		
Dyed Water Flooding	Sites	12		
Flow Isolation	Manholes	60		
TV Inspection	Feet	5000		
			Total Item III	\$

<b>YEAR 5 SUMMARY</b>	
I. Preventive Maintenance and Repair of Existing Network:	\$ _____
II. Four (4) Additional Permanent Flow Monitors	\$ _____
a. Four (4) Additional Permanent Rain Gauges	\$ _____
III. Sewer System Evaluation (To be directed by the County as required):	\$ _____
<b>TOTAL I through III</b>	<b>\$ _____</b>

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

**COST PROPOSAL SUMMARY**

TOTAL YEAR 1 COST	\$ _____
TOTAL YEAR 2 COST	\$ _____
TOTAL YEAR 3 COST	\$ _____
TOTAL YEAR 4 COST	\$ _____
TOTAL YEAR 5 COST	\$ _____
<b>TOTAL FIVE YEARS COST</b>	<b>\$ _____</b>

**NOTES:**

<sup>1</sup>Site selection shall be by the County's Representative, with confirmation by the Contractor. Should the initial location be unacceptable, the Contractor shall propose a more suitable location nearby.

Site investigation shall include evaluation for meter installation acceptability.

<sup>2</sup>Meter installation shall include cleaning (by others), installation, sewer condition assessment, record of the installation and sewer condition assessment, and flow monitor calibration. The price category shall also include re-installation of the meter if so directed by the County's representative.

<sup>3</sup>Monitor-Day shall be the actual days of data gathering, deducting the time the meter is inoperable, loses calibration or is removed, until it is recalibrated or re-installed. Data collection and meter maintenance shall include downloading data on a weekly basis, checking the monitor installation for damage or inoperability, meter recalibration and taking necessary steps to minimize down time.

## **SECTION 4 EVALUATION CRITERIA**

### **4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

All submittals will be evaluated using the criteria specified on the Percentage Evaluation Form. An Evaluation Committee, consisting of County representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth hereinafter:

#### **A. ORGANIZATION RESOURCES AND FIRM STRUCTURE (25 points)**

This criterion measures the overall organization infrastructure, which should successfully incorporate the role of sub-consultants in a well-thought-out approach to undertaking the required scope of work. Experience of the individuals proposed to lead and manage this project as well as the experience and resources of the Proponents will be carefully considered. Experience in providing these types of services for projects similar in scope and size, professional credentials and project leadership, reputation in the industry and the references provided or obtained are key factors to be considered.

#### **B. QUALITY OF KEY PERSONNEL (15 points)**

This criterion measures the competence, qualifications and experience of the key professional and technical staff. The evaluation of key personnel will be based upon experience in providing the required services for projects similar in scope and size, their educational and professional credentials, their reputation in the industry and references provided or obtained.

#### **C. QUALITY OF TECHNICAL APPROACH (25 points)**

Proposals will be judged on the completeness and overall quality of the technical approach for maintaining a flow-monitoring network in the existing sanitary sewers, demonstration of the capacity to provide the necessary range of resources and technical expertise and demonstrated ability to provide accurate and reliable flow monitoring.

#### **D. FINANCIAL CONDITION (5 points)**

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

#### **E. LOCAL PREFERENCE POINTS (10%)**

Firms, including Joint Venture Partnerships, having a business locations within the boundaries of Fulton County, Georgia shall be afforded local preference points.

**F. COST PROPOSAL (20 points)**

Proponent's cost proposals will be evaluated on the unit costs presented as well as the extended totals.

Selection will include an analysis of proposals by a selection committee composed of two (2) members from Public Works and one (1) Purchasing Staff member with a County IT representative serving as a technical advisor to ensure responses meet County's minimum IT technical requirements. The committee may request oral interviews and/or site visits. The committee will report its findings and recommendations to the members of the Fulton County Commission.

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

**A. TECHNICAL**

	<b>Explanation</b>	<b>Weight</b>
A.	Organization Resources and Firm Structure	25%
B.	Quality of Key Personnel	15%
C.	Quality of Technical Approach	25%
D.	Financial Condition	5%
E.	Local Preference	10%
<b>TOTAL POINTS</b>		<b>80 %</b>

**B. COST**

	<b>Explanation</b>	<b>Weight</b>
F.	The County will award the most points to the lowest reasonable and responsive cost proposal.	20%
<b>TOTAL POINTS</b>		<b>20%</b>

## **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

### **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.

**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: \_\_\_\_\_

**NOTE:**

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

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

STATE OF GEORGIA

COUNTY OF FULTON

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

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

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

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

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**NOTE:**

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

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

**CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

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

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**(Affix Corporate Seal)**

## SECTION 6

# CONTRACT COMPLIANCE REQUIREMENTS

### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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

## 6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_  
Title Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

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

<b>EMPLOYEES</b>
------------------

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

**FIRM'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

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

**Submitted by:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

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

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

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

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

---

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

---

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

---

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

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



**EXHIBIT D**

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

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

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB/RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

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

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

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**Note:** Attach additional sheets as required

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

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

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

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

## 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.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

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

**AMOUNT OF REQUISITION THIS PERIOD:** \$ \_\_\_\_\_  
**TOTAL AMOUNT REQUISITION TO DATE:** \$ \_\_\_\_\_

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name)  
 Notary: \_\_\_\_\_ Date: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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

## SECTION 7 INSURANCE AND RISK MANAGEMENT PROVISIONS

### Insurance and Risk Management Provisions

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

<b>EMPLOYER'S LIABILITY</b>	<b>BY ACCIDENT -EACH ACCIDENT -</b>		<b>\$500,000.</b>
<b>INSURANCE</b>	<b>BY DISEASE - POLICY LIMIT -</b>		<b>\$500,000.</b>
<b>(Aggregate)</b>	<b>BY DISEASE - EACH EMPLOYEE -</b>		<b>\$500,000.</b>

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b> (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	-	\$1,000,000
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4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)	Limits	-	\$1,000,000
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5. **UMBRELLA LIABILITY**

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

(Required if respondent providing quotation for professional services).	Each Occurrence	-	\$1,000,000
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7. **FIDELITY BOND**

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
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Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

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

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

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

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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

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

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SECTION 8  
SAMPLE CONTRACT**

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

## **SAMPLE 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 CONTRACTOR]** to provide professional engineering and construction services to reduce inflow and infiltration in the sanitary sewer system of Fulton County in the State of Georgia, hereinafter referred to as "CONSULTANT" or "CONTRACTOR":

### **WITNESSETH**

WHEREAS, COUNTY through its Department of Public Works (hereinafter referred to as the "DEPARTMENT") desires to retain a qualified and experienced CONTRACTOR to perform certain services regarding **Preventive Maintenance and Repair for Flow Monitors and Rain Gauges Combined with Sewer System Evaluation Services** (hereinafter, referred to as the "Project").

WHEREAS, CONTRACTOR 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 CONTRACTOR agree as follows:

ARTICLE 1. **CONTRACT DOCUMENTS:** COUNTY hereby engages CONTRACTOR, and CONTRACTOR 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**], specifications, addenda, exhibits, drawings [**where applicable**], acceptable portions of CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR'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 of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:** COUNTY and CONTRACTOR agree the PROJECT is as described in Section 3.3, entitled, - "Scope of Work". All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES:** Unless modified in writing by both parties in the manner specified in the Agreement, duties of CONTRACTOR shall not be construed to exceed those services

specifically set forth herein. CONTRACTOR agrees to provide all services, products, and data and to perform all tasks described in Section 3.3 entitled, - "Scope of Work".

ARTICLE 5. **DELIVERABLES:** CONTRACTOR shall deliver to COUNTY all reports, specifications, schedules and drawings prepared under the terms of this AGREEMENT that are specified in Section 3.3 entitled, - "Scope of Services." Deliverables shall be furnished by specified or agreed upon due dates to COUNTY by CONTRACTOR in a media of form that is acceptable and usable by COUNTY at no additional cost.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY:** CONTRACTOR shall gather from COUNTY all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in the Scope of Services, if required, will be performed and furnished by COUNTY in a timely manner so as not to unduly delay CONTRACTOR in the performance of said obligations. COUNTY shall have the final decision as to what data and information is pertinent.

COUNTY will hold public meetings and issue notices regarding the scope of this project as requirements dictate.

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

ARTICLE 7. **MODIFICATIONS/CHANGE ORDERS:** If during the course of performing the Project, COUNTY and CONTRACTOR 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 shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK:** CONTRACTOR 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 CONTRACTOR from COUNTY. The CONTRACTOR shall begin work under this Agreement no later than five (5) days after the effective date of notification to proceed.

ARTICLE 9. **CONTRACT TERMS:** The term of this AGREEMENT shall commence within the year of award and continue for a total contract time up to five (5) years, with two (2) one (1) year renewal options. Notwithstanding the foregoing and any other provisions of this AGREEMENT, this AGREEMENT shall terminate absolutely and without further obligation of the COUNTY (a) at the close of the calendar year in which it is executed if the COUNTY, not later than thirty (30) days prior to the end of such calendar year, issues a written "Notice of Termination" to the CONSULTANT; or (b) at the close of the fiscal year in which it is executed, if the Board of Commissioners fails to appropriate funding for the AGREEMENT for the succeeding fiscal year. If funds are allocated for the successive calendar year and the thirty (30) days notice is not given, this AGREEMENT shall automatically renew for the successive calendar year. Termination pursuant to this provision of the AGREEMENT shall not result in a claim for payment or damages by CONSULTANT, except that the CONSULTANT shall be paid for actual services rendered through the date of termination.

ARTICLE 9.1 **DAMAGES FOR LATE COMPLETION:** All time limits stated in the Contract Documents are of the essence of the Contract. The **CONSULTANT** confirms that the Contract Time is a reasonable period for performing the Work. It is understood and agreed by the **CONSULTANT** that failure to meet the time limits shall result in damages to the County for which the **CONSULTANT** shall be liable, including, but not limited to the County's costs for extended professional services (program management, contract management, etc.) and other costs and expenses incurred by the County for failure by the **CONSULTANT** to meet the time limits.

ARTICLE 10. **COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES:**

Compensation for work performed by **CONSULTANT** on the PROJECT shall be on the basis of the base fee defined in the attached Scope of Services for the preventative maintenance and repair service on the Model 4000 monitors and Rain Alert Rain Gauges listed in Technical Exhibit 9-1.

The **CONSULTANT** may submit to the **COUNTY** a monthly invoice, in a form acceptable to the **COUNTY** and accompanied by all support documentation required by the **COUNTY** for payment and for services which were completed during the calendar month. The **COUNTY** shall review for approval said invoices. The **COUNTY** shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the **COUNTY**, are unreasonably in excess of the actual stage of completion. The **COUNTY** shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the **CONSULTANT** to the point indicated by such invoice, or of receipt of acceptance by the **COUNTY** of the services covered by such invoice. The **COUNTY** shall pay **CONSULTANT** within forty-five (45) days of receipt of **CONSULTANT'S** invoice, any undisputed items contained in such invoices. Each invoice shall include a narrative describing the total work accomplished for each phase, an accurate updated schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

Nothing contained herein is intended to prevent the **COUNTY** or the **CONSULTANT** from reallocating among the various Tasks, if such is indicated by the prosecution of the work, and as may be directed by the **COUNTY** and mutually agreed to by the **CONSULTANT**.

The compensation provided for herein shall include any claims by the **CONSULTANT** for all costs incurred by the **CONSULTANT** in the conduct of the project and this amount will be paid to the **CONSULTANT** after receipt of billing and approval of the amount by the **COUNTY**.

- 10.1 The Applications for Payment shall be itemized as directed by the Contract Manager. Applications for Payment are to serve as certification by the **CONSULTANT** as to the status of the Work.
- 10.2 On or prior to the 20th day of each month, the **CONSULTANT** will prepare a preliminary, itemized Application for Payment for work completed and the value of any stored materials, projected through the 25th of the current month, as well as additional information required herein or as the County and Contract Manager may require to verify and approve the amount of payment applied for. The **CONSULTANT** may be requested and must comply to review the Application for Payment with the Construction Manager on the jobsite in order to verify work in place or the location of stored materials.

- 10.3 After the Contract Manager has advised the **CONSULTANT** of the acceptability of the Application for Payment, and on or before the 25th day of each month, the **CONSULTANT** shall submit to the Contract Manager an itemized, notarized Application for Payment. The CONTRACTOR shall also submit, if requested, additional documentation, including, but not limited to, all sworn statements, waivers and releases of liens and claims, including those required of sub CONTRACTORS of any tier as may be requested by the Contract Manager, reflecting all retainage, previous Applications for Payment, payment for labor and material, payment for materials stored and other documentation and requirements related to Work performed as provided elsewhere in the Contract Documents or as required by the Contract Manager.
- 10.4 Late applications will not be accepted for any reason whatsoever. If the **CONSULTANT** is late with its pay application, it will not be processed until the next pay cycle.
- 10.5 The **CONSULTANT** shall submit the Application for Payment in four (4) paper hardcopies and one electronic copy on 3½ floppy disk or Compact Disk. Each copy shall display an original signature by a duly authorized agent of the **CONSULTANT**. The application shall be generated by the use of Microsoft Excel or other application packages acceptable to the Contract Manager. All four copies shall be individually notarized.
- 10.6 The Owner will withhold ten (10) percent of each payment until the **CONSULTANT**'s contracted Work is fifty (50) percent complete for Sewer System Evaluation work requests. If the **CONSULTANT**'s performance is satisfactory, and if the **CONSULTANT** is on schedule, then at the Contract Manager's discretion further retainage may cease to be withheld, effectively freezing the retainage at 5% of the total contract amount until final completion of the Work. If at any later date, the Contract Manager determines that the **CONSULTANT**'s progress is unsatisfactory in any manner, the Contract Manager may reinstate the entire ten (10) percent withholding on the sum of all of the payments made to that date. The Contract Manager shall be the sole determining party with regards to the reinstatement of the entire ten (10) percent retainage.
- 10.7 At no time during the contract will the **CONSULTANT** be allowed to bill for an amount which is in excess of the amount of its contract, including all signed and executed change orders.
- 10.8 As provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work, but delivered and suitably stored at the site, provided such materials are stored according to the provisions of the Contract Documents and the satisfaction of the Contract Manager. Sufficient documentation must be provided as determined by the Contract Manager before payments will be made.
- 10.9 The **CONSULTANT** shall include with his payment request an itemization of the quantity of such materials, and shall document with invoices, Bills of Sale or other documentation acceptable to the Contract Manager, the cost of said materials.
- 10.11 Payment for materials stored at a location off the project site will not be made under any circumstance.
- 10.12 If the **CONSULTANT** has made Application for Payment as detailed herein, the Contract Manager will confirm the amounts to be paid to the **CONSULTANT**, certify each copy by

original signature, retain one signed copy for its project files, and transmit the remaining copies as Certification for Payment to the County.

- 10.13 The **CONSULTANT** may expect payment from the County within forty-five (45) days of the Certification by the Contract Manager of the **CONSULTANT's** submittal of an Application for Payment per Paragraph 1.0 of this Section. Any follow-up inquiries on the status of payments shall be through the Contract Manager.

No approval of any application for progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Work or the Project by the County, shall constitute an acceptance of any Work not in accordance with the Contract.

The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor's/Subcontractor Utilization Report), that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage held by the prime contractor prior to receipt of any further progress payments). The prime contractor **must** complete Fulton County OCIP Project Payroll Report Exhibit C for **all** OCIP enrolled subcontractors and sub-consultants, whether they have performed any work or not during that time period or not. Exhibits C and G **must** be completed and submitted, for the prior month, **by the 10<sup>th</sup> of each following month**, whether application for payment is made or not. These forms **must** include information for **all** OCIP enrolled subcontractors and sub-consultants, whether they have done any work or are due any payment during the period covered by the form or not. The prime contractor shall also provide an update schedule, as described in Article 10, and monthly progress photos. In the event these forms, schedules and other materials have not been completed and provided for all time periods up to and including the period covered by an application for payment, the application for payment will be returned unprocessed to the prime contractor. The prime contractor shall pay all subcontractors, sub-consultants and suppliers funds due for said progress payments within forty-eight (48) hours of receipt of payment from Fulton County, and **must** in no event make such payments no later than fifteen (15) days following receipt of payment from Fulton County, as provided for by state law.

CONSULTANT 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 and CONSULTANT agree that in the event any agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said agreement provision shall control.

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

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

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

Key personnel, including subcontractors, engaged in performing services for CONSULTANT under this Agreement are to be indicated in a listing of key personnel and submitted to the COUNTY for review. Written notification shall be immediately provided to COUNTY upon change or severance of any listed key personnel or subcontractor performing services on this Project by CONSULTANT. No changes or substitutions shall be permitted in CONSULTANT'S key personnel or subcontractor as set forth herein without the prior written approval of the COUNTY. 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.

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

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

ARTICLE 12. **SUSPENSION OF WORK:** COUNTY may order CONSULTANT in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine appropriate for the convenience of COUNTY, or for delays caused by third parties not in any way affiliated with the CONSULTANT. 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 COUNTY'S Authorized Representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the. The CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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:** Either COUNTY or CONSULTANT may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender. **TIME IS OF THE ESSENCE** and if the CONSULTANT refuses or fails to perform the work, maintain the scheduled level of effort as proposed and prescribed in the County approved Project Schedule, 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 Article 8 (**where Article 8 is a part of the Agreement**), 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.

The COUNTY may, by written notice to CONSULTANT, terminate CONSULTANT'S right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the COUNTY may take over the work and perform the same to completion, by contract or otherwise, and CONSULTANT shall be required to provide all copies of finished or unfinished documents prepared by CONSULTANT under this Agreement to the COUNTY. CONSULTANT shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by County. Whether or not the DESIGN/BUILDER'S right to proceed with the work has been terminated, the DESIGN/BUILDER shall be liable for any damage to the COUNTY resulting from the CONSULTANT refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the COUNTY obtaining the services of another CONSULTANT to complete the design of the project.

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 CONSULTANT. If the Agreement is terminated for convenience by COUNTY as provided in this article, CONSULTANT will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by DESIGN/BUILDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. **WAIVER OF BREACH:** The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR:** CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute CONSULTANT or any of its agents or employees to be the agent, employee or representative of COUNTY.

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

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS:** CONSULTANT will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by COUNTY'S employees, appointed committee(s) or other CONSULTANTS. CONSULTANT shall fully cooperate with such other related CONSULTANTS and COUNTY employees or appointed committees. CONSULTANT shall provide within his schedule of work, time and effort to coordinate with other CONSULTANTS under contract with COUNTY. CONSULTANT shall not commit or permit any act, which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees. CONSULTANT shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the CONSULTANT in any manner.

ARTICLE 20. **ACCURACY OF WORK:** CONSULTANT shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSULTANT of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. CONSULTANT shall prepare any plans, report, fieldwork, or data required by COUNTY to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to CONSULTANT. CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK:** Authorized representatives of COUNTY may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All schedules, reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CONSULTANT, whether in hard copy or electronically, shall be available to authorized representatives of COUNTY for inspection and review at all reasonable times in the main office of COUNTY. Acceptance shall not relieve CONSULTANT of its professional obligation to correct, at its expense, any of its errors in work. COUNTY may request at any time and CONSULTANT shall produce progress prints or copies of any work as performed under this Agreement. Refusal by CONSULTANT to submit progress reports and/or plans shall be cause for COUNTY, without any liability thereof, to withhold payment to CONSULTANT until CONSULTANT complies with COUNTY'S request in this regard. COUNTY'S review recommendations shall be incorporated into the plans by CONSULTANT.

ARTICLE 22. **INDEMNIFICATION:** The CONSULTANT shall indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death of any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the CONSULTANT to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the CONSULTANT or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) CONSULTANT'S fault; or (4) the performance of the CONSULTANT'S obligations under this Agreement. The CONSULTANT shall also indemnify the COUNTY to the extent provided elsewhere in this Agreement. To the extent there is a determination that CONSULTANT has acted as an agent of the COUNTY, the CONSULTANT is specifically excluded from the term "agent" mentioned in the previous sentence, such that CONSULTANT will be required to comply with the requirements of this Article. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT shall not indemnify or hold harmless the COUNTY for the sole acts or omissions of employees or officers of the COUNTY.

CONSULTANT further agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of CONSULTANT. These CONSULTANT'S indemnities shall not be limited by reason of the listing of any insurance coverage.

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

ARTICLE 23. **CONFIDENTIALITY:** CONSULTANT agrees that its conclusions and any reports are for the confidential information of COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to COUNTY, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by CONSULTANT pursuant thereto and any equipment paid for by COUNTY as a result of this Agreement, shall become the property of COUNTY and be delivered to the Director of the DEPARTMENT.

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

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

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION:** CONSULTANT agrees that Fulton County is the sole owner of all information, data, and materials (hereafter "Information") that are developed or prepared subject to this Agreement. CONSULTANT or any Subcontractor is not allowed to use or sell such Information subject to this AGREEMENT 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 developed by CONSULTANT, or commercially available software procured by CONSULTANT, pursuant to this Agreement, (collectively, the "Software"), shall be turned over to the COUNTY for its use after termination hereof and CONSULTANT shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by CONSULTANT and registered in the name of the Director of the Department of Public Works, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which CONSULTANT has pre-existing proprietary rights and/or has otherwise been licensed to CONSULTANT prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. CONSULTANT agrees to provide at no cost to COUNTY any upgrades to any Software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under this 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:** CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by CONSULTANT for the purpose of securing business and that CONSULTANT has not received any non-COUNTY fee related to this Agreement without the prior written consent of COUNTY. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE REQUIREMENTS:** CONSULTANT shall furnish certificates to COUNTY for the following minimum amounts or levels of insurance coverage:

1. **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.
2. **General Aggregate** in an amount not less than Two Million Dollars (\$2,000,000)
3. **General Liability Insurance** in an amount not less than One Million Dollars (\$1,000,000) for bodily injury and/ or property damages per occurrence.
4. **Professional Liability Insurance** in an amount that equals or exceeds the amount of fees for the AGREEMENT. For purposes of the first year of this AGREEMENT the amount of errors and omissions insurance shall not be less than **\$1,200,000.00**. 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.
5. **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.
6. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT and the AGREEMENT.

All insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY. All such insurance shall remain in effect until final payment is made and the PROJECT is accepted by COUNTY. If CONSULTANT receives notice of non-renewal or material adverse change of any of the above coverages, CONSULTANT will promptly advise COUNTY in writing. Failure of CONSULTANT to promptly notify COUNTY on non-renewal or material adverse change of any of the above coverages terminates AGREEMENT as of the date that CONSULTANT 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 CONSULTANT, COUNTY will notify CONSULTANT thereof within twenty (20) days of the date of delivery of such certificates to COUNTY.

CONSULTANT 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 CONSULTANT of his responsibility to provide insurance coverage as specified nor to relieve CONSULTANT of his liability for any claims which might arise.

ARTICLE 27. **PROHIBITED INTEREST:**

Section 27.1 **Conflict of Interest:** CONSULTANT agrees that it presently has no interest and shall acquire no interest direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. CONSULTANT further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.2 **Interest of Public Officials:** No member, officer or employee of COUNTY during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING:** CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of COUNTY.

ARTICLE 29. **ASSIGNABILITY:** CONSULTANT shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of COUNTY. Any attempted assignment (including factoring arrangements) or subcontracting by CONSULTANT without the prior expressed written consent of COUNTY shall at COUNTY'S sole option terminate this Agreement without any notice to CONSULTANT of such termination. CONSULTANT binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, Agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE:** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS:** At any time during normal business hours and as often as COUNTY may deem necessary, CONSULTANT shall make available to COUNTY and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this Agreement.

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

ARTICLE 32. **ACCOUNTING SYSTEM:** CONSULTANT shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. CONSULTANT must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33 **VERBAL AGREEMENT:** No verbal agreement or conversation with any officer, agent or employee of COUNTY either before, during or after the execution of this Agreement shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order 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 the COUNTY, shall be addressed as follows:

T.K. Equels, Assistant Director  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303

Notices to DESIGN/BUILDER shall be addressed as follows:

Contact Name  
Name of CONTRACTOR  
Address of CONTRACTOR  
Phone Number of CONTRACTOR

+

ARTICLE 35. **JURISDICTION:** This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

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

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

Section 36.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.2 CONSULTANT will, in all solicitations or advertisements for employees placed by, or on behalf of, CONSULTANT state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.3 CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE:** Neither COUNTY nor CONSULTANT shall be deemed in violation of this AGREEMENT if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of GOD, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve DESIGN/BUILDER from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT:** The Georgia Open Records Act, O. C.G.A. Section 50-18-70 et seq., applies to this AGREEMENT. The CONSULTANT acknowledges that any documents or computerized data provided to the COUNTY by the CONSULTANT may be subject to release to the public. The CONSULTANT also acknowledges that documents and computerized data created or held by The CONSULTANT in relation to the Agreement may be subject to release to the public, to include documents turned over to the COUNTY. The CONSULTANT shall cooperate with and provide assistance to the COUNTY in rapidly responding to Open Records Act requests. The CONSULTANT shall notify the COUNTY of any Open Records Act requests no later than 24 hours following receipt of any such requests by the CONSULTANT. The CONSULTANT shall promptly comply with the instructions or requests of the COUNTY in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT:** Should any proposer (bidder) submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the proposer (bidder) relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the proposer (bidder) and the County, such that the proposer's (bidder'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.

[SIGNATURES ON NEXT PAGE]

WITNESS WHEREOF, each of the parties hereto has caused **Agreement** to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Attest:

[CONTRACTOR]

\_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

Seal (Affix)

Attest:

FULTON COUNTY, GEORGIA

\_\_\_\_\_  
Mark Massey, Clerk to the Commission

By: \_\_\_\_\_  
Karen C. Handel, Chairman, Board of  
Commissioners

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Office of County Attorney

By: \_\_\_\_\_  
Department of Public Works

**SAMPLE FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the design and/or construction of \_\_\_\_\_ at Fulton County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named Project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_, who under Oath deposes and says that he is  
\_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above  
statement and that to the best of his knowledge and belief same is an exact true statement.

\_\_\_\_\_  
Notary Public

Commission expires:

\_\_\_\_\_

My Commission expires:

\_\_\_\_\_

**SECTION 9  
TECHNICAL EXHIBITS**

**Technical Exhibit 9-1**

<b>Flow Monitor and Rain Gauge Locations</b>				
(* Denotes Billing Site)				
Site Name	Phone Number	Type	Pipe Size	Address
BC01	770-641-6749	Model 4000	42.00"	1030 Marietta Highway
BC08	770-594-7589	Model 4000	18.00"	Intersection of Willeo and Tullmore Rd
BC12	770-552-8235	Model 4000	24.00"	Riverside Drive and Roswell Rd
BC13	770-552-8021	Model 4000	18.00"	105 Dobbs Drive on nature trail
BC15	770-552-9215	Model 4000	15.00"	295 Alpine in back easement
BC16	770-641-6760	Model 4000	15.00"	240 Park Bridge Landings Drive
BC19	770-594-7013	Model 4000	48.00"	630 Grimes Bridge Landings Dr
BC20	770-594-9014	Model 4000	27.00"	Across street from 1355 Old Roswell Rd
BC21	770-664-9976	Model 4000	27.00"	11343 Alpharetta Highway
BC24	770-667-8727	Model 4000	15.00"	260 Barrow Downs
BC28	770-667-8025	Model 4000	15.00"	3000 Broadwell Rd in cow pasture
BC32	770-740-9981	Model 4000	48.25"	112 Wooten Rd at Mountain Stone Co
BC34	770-667-8734	Model 4000	18.00"	10570 Turner Rd
BC36	770-667-8347	Model 4000	24.00"	Beside creek across Eastside Dr from N. Point Mall
BC37	770-667-8603	Model 4000	20.00"	2795 Rock Mill Rd
BC38	770-667-8480	Model 4000	23.63"	1000 feet west of 10770 Blake Rd
BC41	770-667-8738	Model 4000	18.00"	10600 Tuxford Dr
BC44	770-664-1745	Model 4000	47.50"	3150 Kimball Bridge Rd
BC45	770-667-8313	Model 4000	24.00"	South of State Bridge Rd, west on Eastside Dr
BC48	770-667-8608	Model 4000	36.00"	In woods near intersection of Webb Br & Big Creek
BC49	770-777-6583	Model 4000	30.00"	3000 Marcini Dr
BC51	770-667-8201	Model 4000	24.00"	330 Dashing Wave Lane
BC53	770-594-2674	Model 4000	20.75"	Just north of 710 Riverside Dr
BC55	770-998-4735	Model 4000	21.00"	1205 Northshore Dr
BC58	770-641-1039	Model 4000	36.00"	Riverside Drive and Martin Rd
<b>*BC60</b>	770-396-7598	Model 4000	20.50"	East on Dunwoody Club Dr, 250' from Windsong Tr
BC61	770-641-6761	Model 4000	8.00"	1270 Riverside Dr
BC67	770-642-0971	Model 4000	42.00"	Behind 9735 Roberts Rd
BC68	770-552-7898	Model 4000	10.00"	8995 Roswell Rd
BC69	770-640-9741	Model 4000	15.00"	Roberts Drive WWPS
<b>*BC70</b>	678-339-0742	Model 4000	24.50"	4300 McGinnis Ferry Rd
CC01	770-964-0889	Model 4000	42.00"	Off Palmetto Hwy, north of creek
CC01A	404-346-8633	Model 4000	14.25"	5710 Vandiver Rd
CC12	770-629-1902	Model 4000	30.00"	Butner Rd and Meek Rd
CC13A	404-346-8393	Model 4000	18.00"	4786 Apache Trail
CC15A	404-629-3903	Model 4000	21.00"	4390 Lakeridge Circle
CC18	404-346-8388	Model 4000	18.00"	3500 Fairburn Rd
CC18A	404-346-8389	Model 4000	21.00"	Camp Creek Parkway
CC18B	404-346-8384	Model 4000	8.00"	3390 Park Place
CC19	404-762-4123	Model 4000	10.00"	3527 Jaliette Rd
CC25A	404-762-4658	Model 4000	15.00"	4365 Valley Brook Dr
CC27	404-762-4124	Model 4000	10.00"	Ridge Rd

CC29	770-767-6130	Model 4000	15.00"	South of Camp Creek Parkway, off I-285
CC37	770-209-9478	Model 4000	30.00"	Fairway and Redwine
CHAT3BP	770-495-1922	Model 4000	18.00"	100 Medlock Bridge Rd
DC03	770-964-8732	Model 4000	60.00"	Between South Fulton Highway & Butner Rd
DC05	770-964-6283	Model 4000	30.75"	Northeast of 7500 Butner
DC06	770-964-3736	Model 4000	60.00"	Easement off end of Mary Erna Dr
*FBN1	770-306-3263	Model 4000	15.00"	Off Landrum Rd
*FBN2	770-306-3264	Model 4000	17.75"	East of I-85 and Spence Rd
*FBN3	770-306-3262	Model 4000	18.50"	6832 White Mill Rd
*FBN4	770-306-3273	Model 4000	10.00"	Intersection of Senoia and Landrum Roads, Fairburn GA
*FBN5	770-774-2059	Model 4000	8.25"	519 Peacanwood Circle, Fairburn GA
*FOR0	770-619-2555	Model 4000	8.25"	4380 McGinnis Ferry Road, Alpharetta GA
*FOR1	770-663-4651	Model 4000	18.75"	McGinnis Ferry Rd west of Ashwood
*FOR2	770-418-9315	Model 4000	18.50"	7500 McGinnis Ferry Rd
*FOR3	770-495-8691	Model 4000	12.38"	6630 McGinnis Ferry Rd
*FOR4	770-495-7741	Model 4000	10.25"	3501 New Boyd Rd
*FOR5	770-360-8824	Model 4000	10.25"	3354 Morris Rd, Alpharetta GA
*FOR6	770-360-8808	Model 4000	8.13"	7200 McGinnis Ferry Rd, Alpharetta GA
*GC01	770-916-6067	Model 4000	8.13"	6666 Powers Ferry Rd, Atlanta GA
*GC01A	770-916-6069	Model 4000	24.25"	6666 Powers Ferry Rd, Atlanta GA
*GC02	770-916-9505	Model 4000	24.00"	6666 Powers Ferry Rd, Atlanta GA
JC01	770-587-3063	Model 4000	10.00"	1600 Brookside Dr
JC04	770-998-6233	Model 4000	48.00"	Johns Creek WPCP at 8100 Riverbirch Dr
*JC07	770-399-9352	Model 4000	12.00"	5381 Dunwoody Club Creek
*JC09	770-671-9628	Model 4000	15.00"	Dunwoody Club Dr at Brandonshire Rd
JC11	770-552-8416	Model 4000	21.00"	8501 Barnwell Rd
JC19	770-587-5641	Model 4000	42.00"	8501 Barnwell Rd, east of JC11
JC25	770-662-0142	Model 4000	18.00"	Off Old Alabama Rd at Water Plant
JC27	770-667-8360	Model 4000	36.00"	4750 Old Alabama Rd
JC31	770-813-0394	Model 4000	20.25"	5825 Dandown Way
JC35	770-740-9966	Model 4000	18.00"	5825 Abbots Rd
*LI01	770-816-5303	Model 4000	24.00"	Chattahoochee River National Recreation Area
*MA01M	770-256-7862	Model 4000	11.75"	Off service drive for 6500 Old Riverside Drive
*MA02	To be provided	Model 4000	15.0"	6500 Old Riverside Drive
*MA03	770-252-8269	Model 4000	30.00"	Near 6570 Old Riverside Dr
MA04	770-913-0429	Model 4000	20.25"	140 Hidden Falls Lane
MC47	770-969-4119	Model 4000	21.00"	N. of Bethsaida Rd, 500 yards in field
MC50	770-994-1849	Model 4000	21.00"	340 Cadiz Court
MC53	770-994-1725	Model 4000	20.75"	6808 Kimberly Mills Rd
MC60	770-964-3588	Model 4000	27.00"	2824 Jonesboro Rd
*NC01	770-816-5302	Model 4000	8.00"	4432 Whitewater Creek Rd
NC02	770-843-9104	Model 4000	8.00"	4600 Runnemeade Rd
NC03	770-252-4053	Model 4000	12.00"	55 West Wieuca Dr
NC04	770-847-9523	Model 4000	8.00"	4535 Roswell Rd at Meadowbrook
NC05	770-257-2197	Model 4000	24.13"	485 Old Creek Road
NC07	770-816-8603	Model 4000	8.00"	1070 Angelo Court
*RRPS	770-551-7661	Model 4000	8.00"	466 Morgan Falls Rd, Atlanta GA
*RR01	770-551-7662	Model 4000	29.75"	466 Morgan Falls Rd, Atlanta GA
UC01	770-691-7859	Model 4000	54.50"	5000 Fulton Industrial Blvd.
UC02	770-696-0439	Model 4000	14.50"	Near 5211 Phillip Lee Dr
UC09	770-505-0647	Model 4000	60.00"	Distribution Drive South of MLK
UC10	770-699-6017	Model 4000	17.50"	End of Waterfront Drive

UC14	770-505-0953	Model 4000	10.00"	Fulton Industrial Blvd. & Shirley Rd
UC21	770-629-0116	Model 4000	10.00"	1900 Loch Lomond Trail
UC22	770-899-0442	Model 4000	21.00"	855 Greenwood Lane
UC23	770-505-0286	Model 4000	18.00"	4325 Danforth Rd
UC25	770-699-2378	Model 4000	48.00"	800 Selig Drive
UC28	770-629-2102	Model 4000	14.75"	3795 Garrison Drive
UC31	770-691-5314	Model 4000	8.00"	North of Cascade Rd, east of I-285 North
UC32	770-505-9109	Model 4000	21.25"	South on Cascade Falls Drive
UC33	770-505-0646	Model 4000	36.00"	South of Cascade Rd, 600 feet into woods
*UN01	770-306-7932	Model 4000	21.00"	6750 Buffington Rd
*UN02	770-306-3256	Model 4000	11.75"	3000 Buffington Rd
*UN03	770-306-3255	Model 4000	24.00"	7350 Peters Rd
*UN04	770-306-3254	Model 4000	12.00"	Graham Rd, approx. 100 yards before exit/100' dn
*UN05	770-306-3258	Model 4000	15.00"	124 Shannon Chase Drive
*UN06	770-306-3259	Model 4000	10.00"	124 Shannon Chase Drive
*UN07	770-306-3260	Model 4000	8.00"	6 Castlake Pkwy / Suburban Woods
*UN08	770-306-0885	Model 4000	10.13"	5887 Rock Rd, behind house, close to creek
WC68	770-344-4973	Model 4000	36.00"	7301 Campbellton Rd (Metro Atlanta Ball Field)
WW62	770-969-4015	Model 4000	21.00"	8025 Spence Rd
WW70	770-306-7961	Model 4000	27.00"	8025 Spence Rd

#### Rain Gauges

CCRG01	770-774-2054	Rain Alert		7520 Cochran Rd
CCRG02	770-774-2055	Rain Alert		4035 Stonewall
CCRG03	404-346-8632	Rain Alert		5890 Plummer Rd
CCRG04	404-305-2479	Rain Alert		3449 Washington Rd
BCRG01	To be provided	Rain Alert		1030 Marietta Highway
BCRG02	770-641-6748	Rain Alert		1250 Warsaw Rd
BCRG03	770-641-6762	Rain Alert		270 Hembree Rd
BCRG04	770-777-6582	Rain Alert		Preston Ridge Rd (Alpharetta Water Tank)
JCRG01	770-641-6720	Rain Alert		8100 Riverbirch Dr.
JCRG02	770-476-7367	Rain Alert		State Bridge Rd (Chatahoochie III PS)
JCRG03	770-777-6581	Rain Alert		Jones Bridge Rd (Water Tank)