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. 06RFP00015YB-CL**

# STANDBY PROFESSIONAL ENGINGEERING AND RELATED SUPPORT SERVICES

**For**

# ENVIRONMENT AND COMMUNITY DEVELOPMENT DEPARTMENT

**RFP DUE TIME AND DATE: Tuesday, August 1, 2006 @ 11:00 AM**
**PRE-PROPOSAL CONFERENCE: Tuesday, July 11, 2006 @ 11:00 AM**
**PURCHASING CONTACT: Charles Leonard (404) 730-5823**
**E-MAIL: charles.leonard@co.fulton.ga.us**

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

**Project 06RFP00015YB-CL, Standby Professional Engineering and Related Support Services**
**REQUEST FOR PROPOSALS**
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# SECTION 1
# INTRODUCTION

## 1.1 OVERVIEW

Fulton County, Georgia ("County") is seeking the services of qualified firm(s) to submit proposals to provide professional engineering and related support services of qualified personnel to augment County staff of the Environment and Community Development Department ("EC&D") in the delivery of regulatory services associated with development currently provided by County personnel. Depending upon the needs of the County, a variety of personnel and capabilities may be necessary during the contract period. Professional engineering services and related support services, especially in the areas of plans review, hydrologic and hydraulic studies, grading, drainage and utilities, tree protection, zoning and erosion control, as well as field services such as: surveying, inspections, and minor repairs and/or construction as may be required to ensure compliance to the various standards, rules and regulations governing development and construction as regulated by Fulton County. Additionally, administrative support services including receptionist, cashier, administrative team of supervisor and administrative assistants and office assistants will be required.

Services will be required on a standby basis to augment or substitute for the existing staff of EC&D. The selected firm(s) must comply with all Fulton County rules, regulations, standards, policies and procedures, ordinances and resolutions, as well as State and Federal requirements that are applicable in land development and construction activities, including, but is not limited to:

- Fulton County Zoning Resolutions
- Any applicable rezoning conditions
- Overlay Districts
- Transportation Impact Areas
- Variances
- Modifications
- Development standards
- Design guidelines and standards
- Sedimentation and erosion management
- Tree ordinances
- Building codes as adopted by the Fulton County Board of Commissioners

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described

in Section 5.0. Based on the results of the evaluation, the County will award the project to the most advantageous Proposer(s) based on the cost and the evaluation factors set forth in the RFP.

## 1.2 BACKGROUND

Fulton County provides regulatory services associated with land development and building construction in five (5) main functional areas as follows:

- Planning and Zoning
- Land Disturbance and Development
- Building Permitting
- Building Inspection
- Code Enforcement

## 1.3 PURCHASING THE RFP

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

## 1.4 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Tuesday, July 11, 2006, at 11:00 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.

## 1.5 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, August 1, 2006 at 11:00 A.M.** , legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## 1.6 DELIVERY REQUIREMENTS

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

## 1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Charles Leonard, Chief Assistant Purchasing Agent, 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303-3459, 404 730-4213, FAX 404 335-5807,***charles.leonard@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.

EC&D – the Department of Environment & Community Development

Offeror- the entity or individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

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

Proposer- the entity or individual submitting a proposal in response to this RFP.

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 **Tuesday, July 25, 2006 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to the attention of Charles Leonard, Chief Assistant Purchasing Agent 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303-3459, 404 730-4213, FAX 404 335- 5807, or Email ***charles.leonard@co.fulton.ga.us***

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

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

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

## 2.5 TERM OF CONTRACT

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

## 2.6 REQUIRED SUBMITTALS

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

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
    - Certification Regarding Debarment
    - Non-Collusion Affidavit of Prime Offeror

    - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
    - Exhibit A - Promise of Non-Discrimination
    - Exhibit B - Employment Report
    - Exhibit C - Schedule of Intended Subcontractor Utilization
    - Exhibit D - Letter of Intent to Perform As a Subcontractor
    - Exhibit E - Declaration Regarding subcontractor Practices
    - Exhibit F - Joint Venture Disclosure Affidavit
    - Equal Business Opportunity (EBO) Plan

## 2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of three/two members from Environment and Community Development Department and one/two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## 2.8 DISQUALIFICATION OF PROPOSERS

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

## 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.

## 2.19 WAGE CLAUSE

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

## 2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data

relating to the Respondent's qualifications. If requested by the Fulton County Purchasing Department, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## 2.21 REPORTING RESPONSIBILITIES

The successful firm will report directly to the Assistant Director of Environment and Community Development Department.

## 2.22 GENERAL REQUIREMENTS
## FULTON COUNTY PURCHASING DEPARTMENT

### REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

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

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

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

   Charles Leonard, Chief Assistant 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 certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

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

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

    B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and

permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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

31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

# SECTION 3
# PROPOSAL REQUIREMENTS

## 3.1 SUBMISSION REQUIREMENTS

### 3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, August 1, 2006** at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #06RFP00015YB-CL**
**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 06RFP00015YB-CL**
**Standby Engineering and Support Services**
**Cost Proposal**
**Proposer's Name and Address**

### 3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and

two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

## 3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

## 3.3 SCOPE OF WORK

Professional Engineering Services and related support services, especially in the areas of Plans Overview, hydrologic and hydraulic studies, grading, drainage, utilities, tree protection, zoning and erosion control, as well as field services, such as: surveying, inspections, and minor repairs and/or construction as may be required to ensure compliance to the various rules and regulations governing development and construction as regulated by Fulton County. Additionally, support services for Administration; including receptionist, cashier, administrative team of supervisor and administrative assistants and office assistants may be needed from time to time.

These services will be required on a Standby basis to augment or substitute for the existing staff of the Environment and Community Development Department of Fulton County.

All services may be performed at the direction of the Environment and Community Development Department's designated representatives. The statement of work is intended to include a broad range of services and activities that may be performed over a number of years at EC&D's discretion on order to meet the department needs. Any agreement for these services may be non-exclusive. The County shall determine any work to be performed, and nothing in this RFP constitutes an assurance that a particular item of work may be designated as to be performed by the selected firm(s).

Tasks to be performed by the selected firm(s) for the Standby Professional Engineering and Related Services may include, but not be limited to the following:

**Task A - Planning and Zoning**

- Intake and registration of applications for Variance, Rezoning, Modification and other petitions for Action by the Board of Commissioners of Fulton County
- Verification of Posting of properties for notice of petitions/applications
- Set-up and Creation of Files for Applications/Petitions
- Tracking activities
- Case analysis and research
- Preparation for the Community Zoning Meeting with the Citizens of Fulton County and for the Community Zoning Board of Fulton County
- Preparation of Conditions of Zoning
- Coordination with Fulton County Staff Managers
- Preparation of support documentation for presentation to the Board of Commissioners of Fulton County
- Preparation for and moderation of follow up meetings between Community Representatives and Developers; mediation services may be required, on an as needed basis
- Wrap-up documentation of final action by the Board of Commissioners of Fulton County
- Updating Zoning maps and documents and coordination with GIS Division of the Environment and Community Development Department
- Preparation of support documentation for presentation to the Board of Zoning Appeals of Fulton County

**Task B – Development**

- Intake and registration of application/drawings for Conceptual Review
- Coordination for review for all disciplines as may be affect or adjudicated for Fulton County pursuant to all rules, regulations and standards, policies and zoning conditions for Fulton County as well as State and Federal mandates associated with land development; including, but not limited to; tree preservation, grubbing and grading, erosion control, installation of infrastructure for storm water management, sanitary sewer, water, roadways, curb and gutter, sidewalks, landscaping and compliance to certain buffer and stream preservation requirements.
- Conduct field visits to determine origin of any water source on-site prior to and disturbance, specimen trees, and/or other features of special interest such as, but not limited to, burial grounds, formal cemeteries, significant historic features, etc.
- Provide comments and plan mark ups to ensure compliance with standards of zoning and preliminary land management pursuant to standards and regulations for Concept Plan approval.
- Continuation of project review for final approval for conditions of zoning, landscape requirements, hydrology and hydraulics, installation of infrastructure

for storm water, sanitary sewer, water and transportation features, for the issuance of final Land Disturbance

- Conduct meetings with developers/engineers and owner representatives as may be necessary to obtain compliant documents to manage the final permitting for said projects.
- Provide Inspectors to ensure construction and installation consistent with approved plans and incidental field correction and management to obtain a final product as approved.
- Review and approve As-Built survey documentation of all infrastructure to be dedicated to the County for public management for the perpetual records of Fulton County Department of Public Works.
- Calculate costs and collect bonds for a period not less than two years of maintenance for all infrastructure to be dedicated to the County, to be turned over to the Fulton County Department of Public Works at the end of said two-year maintenance period after a final inspection and approval by the Firm.
- Review and approval all plats for the subdivision or re-combination of land and distribution of all approved plat of record to affected and interested parties pursuant to a list provided by Fulton County.

**Task C – Permitting**

- Intake and Permits Plus® initialization
- Critique of application package to ensure that all documentation required for plan review have been submitted; including, but not limited to, completed application including signatures and notary public warrants, as may be required, site plan drawings (not to exceed 11" X 17"), tree protection and erosion control affidavit for residential construction, owner's affidavit for Administrative Permits, architectural and required structural plans and studies, and fire safety plans as may be required, for commercial construction.
- Plan review for residential construction to ensure compatibility of all requirements pursuant to the Final Plat that has been approved for and/or by Fulton County.
- Additional plan review and approvals for any unique development feature associated with residential construction; such as, but not limited to, land disturbance or impervious area exceeding 5,000 sq ft, retaining wall greater than 5 feet in height, or extreme or modified slope or fill.
- Ensure consistence of all commercial projects with final approved Land Disturbance permitting
- Review of architectural and/or structural plans for compliance to ICC standards and regulations, as approved and adopted by Fulton County Board of Commissioners.
- Issuance of permit documents for construction activities.
- Review site and building plans in Overlay Districts for compliance with Overlay Standards and send comments to appropriate staff.
- In Overlays that have a Design Review Board:

  Prepare a staff report for LDP, building, sign and any other applicable permit application.

  Prepare and send packages to DRB members

Coordinate and attend Design Review Board Meetings (usually monthly meetings)
Prepare DRB meeting minutes and notify staff and applicant of DRB recommendations

- Final As-Built construction verification for commercial projects for any on-site feature that is connected or relies upon Fulton County dedicated facilities.
- Issuance of Certificates of Occupancy for duly inspected and approved construction

**Task D - Building Inspections**

- Inspection of all construction activities; including, but not limited to; building code compliance, Life Safety code compliance, electrical code compliance, plumbing code compliance, HVAC code compliance, storm water management, landscaping, tree preservation and erosion control.
- Coordination with Fulton County Fire Marshal for completion of all construction.

**Task E - Administration and Customer Service**

- Customer Complaint inspections and management
- Issuance of Notice of Violations and/or citations for Code Infractions
- Court representation for any Citation resulting in required appearance
- Follow up and reporting to Commissioners for any Customer driven or community driven complaints regarding zoning, development or construction related issues.
- Court appearance on behalf of the County as may be required
- Preservation of records in compliance with the Fulton County Records Management Division of the Department of General Services
- Preparation and distribution of required reports to State, Federal and other local Planning and census management organizations, as may be required

*Other duties or requirements required but not specifically spelled out in these documents that may be ordered to replicate the performance or duties of the staff of the Environment and Community Development Department for those functions outlined herein.*

## 3.4 ROLES AND RESPONSIBLITIES

**Planning and Zoning**

1. **Planner:**- Prepare/provide research and documentation for variances, rezoning applications and modifications; prepare written analysis for variance, special use, rezoning and modification applications; conduct and report on public meetings

2. **Planning Supervisor:** Supervision of all planning staff and zoning staff, briefing County Manager and members of Board of Commissioners on variances, re-zoning applications and modifications; present findings and make recommendations to the Board of Zoning Appeals, Community Zoning Board and

the Board of Commissioners; Zoning Resolution interpretations. Pre-zoning application reviews with applicants.

3. **Zoning Clerk:** Receive petitions and applications, assign case numbers and prepare notification signs; site visits to confirm sign posting; file and data updates, zoning certification letters, maintain official zoning files

**Development**

1. **Senior Civil Site Construction Inspector** with 5 yrs. site construction or site inspection experience.

2. **Site Construction Inspection Supervisor** with 5 yrs. construction, inspection, and supervisory experience.

3. **Environmental Planner** with experience reviewing flood plains, buffers, wetlands, and zoning cases.

4. **Landscape Architect/Arborist** with 3 yrs. experience.

5. **Erosion Inspector** with State Level 1-A and Level 1-B Erosion Certification.

6. **Engineer with EIT** to review infrastructure plans. State Level II Erosion Certification required.

7. **Civil Site Development Engineer** with PE and State Level II Erosion Certification; with extensive knowledge in hydrology, water, sewer and site development review

**Permitting**

1. **Permit Supervisor** – oversight of residential permit activities; knowledge of Plan Review, building construction and inspection process

2. **Engineering Technician** – assist with intake and processing plan applications

3. **Plan Review Engineer** – site, civil and/or architecture background

4. **Network Manager** – management of automated permit tracking systems; with knowledge of Sequal and Excel databases

**Building Inspection**

1. **Engineer**– with a minimum of 5 years of related management experience and be a certified Building Plans Examiner; must be knowledgeable in building codes, building construction and inspection

2. **Plan Review Engineer** – with a minimum of 5 years of related experience and be a certified Building Plan Examiner.

3. **Building Inspections Supervisor** – with a minimum of 5 years of related inspection management experience and is a certified Combination Inspector; with a minimum of 3 years experience as court action liaison or other compliance related experience.

4. **Code Enforcement Inspector** – with a minimum of 5 years of related experience and be a certified Combination Inspector.

**Code Enforcement**

1. **Manager:** a minimum of 5 years experience in Code Enforcement and 5 years as manager or supervisor

2. **Code Enforcement Inspector:** with a minimum of 1 year experience in Code Enforcement/Building Inspection/Housing inspection and nuisance codes

**Administration and Support:**

1. **Administrative Assistant** -Responsible for data entry and retrieval; provide phone coverage, capable of handling high volume of calls.

2. **Executive Assistant** - Supervise administrative staff, schedule and coordinate meetings, conferences, etc.

3. **Office Manager** - Type all correspondence, reports and contracts for defined personnel. Record meetings minutes as appropriate •Facilitate the efficient functioning of office equipment and offices by acting as liaison with Help desk and facilities.

4. **Cashier** – general accounting skills

*Fulton County will provide the firm(s) with the annual reports of Permits and Revenues for 2005 as well as the current fee schedule(s) approved by the Fulton County Board of Commissioners in 2004.*

*The firm(s) may elect to limit their service to a specific planning area within the boundaries of Fulton County; Northeast, Northwest, South Central and The Chattahoochee Hill Country.*

## 3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate technical and professional expertise and experience to conduct the required services at the requested service level without direct supervision and with the highest possible results that can be provided.

*For example: For Part (a): Structural Architectural plans must be reviewed for compliance to all applicable codes within 5 to 7 business days of the assignment and returned to Fulton County staff along with clearly type written comments to supplement any comments made directly on the plan sheets. Fulton County will train identified supervisors and managers within the chosen firm(s) such that they will provide adequately and consistently trained and effective personnel on each level.*

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

### *Section 1 - Executive Summary*

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

### *Section 2 – Project Plan*

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

2. The Proposer shall identify their project plan to accomplish the County's objectives. The County will consider the comprehensiveness of the plan, understanding or project/strategy and methodology, and personnel committed to perform services.

3. The Proposer shall prepare a detailed plan outlining the methods and means to be used by Proposer to implement the scope of services. The plan will provide the County an indication of how successful the Proposer will be from the effectiveness evident from the plan. The plan must define the necessary processes and procedures, which if fully implemented, would lead to a successful project. The plan shall emphasize the following:

    - The plan for coordination and communication with the Department's representative.
    - The proposed planning tools to be used for providing staffing.
    - A demonstrated schedule control process for the project.

### *Section 3 – Project Team Qualifications/ Qualifications of Key Personnel*

1. Provide resumes for each of the following positions:
    - Senior Civil Site Construction Inspector
    - Site Construction Inspection Supervisor
    - Environmental Planner
    - Landscape Architect/Arborist
    - Erosion Inspector**
    - Engineer w/EIT**

- Permit Supervisor
- Plan Review Engineer
- Engineer
- Code Enforcement Inspector

2. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
    - Name and Title
    - Professional Background
    - Current and Past Relevant Experience
    - Relevant Training
    - Include the role and responsibilities that each key personnel member will perform on this project.

    ** Provide a copy of the certification required.

***Section 4 – Relevant Project Experience***

The Proposer should indicate relevant experience including design/build work; design, and project management and/or quality control for construction projects; to include, but not limited to, single family residential developments, commercial developments, and industrial developments, all from concept planning and land disturbance to the construction ***and recommendation for*** final Certificate of Occupancy for any structures. Identify a minimum of five (5) and a maximum of ten (10) projects that are similar in scope and include the following information for each project in a table format:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

***Section 5 – Financial Responsibility***

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

Financial Statement/Capability

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

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

***Section 6 - Availability of Key Personnel***

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

***Section 7- Location of Firm***

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

## 3.5 COST PROPOSAL FORMAT AND CONTENT

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

***Section 1 - Introduction***

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

***Section 2 - Completed Cost Proposal Forms***

The Proposer is required to complete **all** of the Cost Proposal Forms included in Section 3, Exhibit 1 of the RFP.

## EXHIBIT 1

| FUNCTION AND POSITION TITLE | PROPOSED HOURLY RATE |
|---|---|
| **PLANNING AND ZONING:** | |
| Planner | _____ |
| Planning Supervisor | _____ |
| Zoning Clerk | _____ |
| **DEVELOPMENT:** | |
| Senior Civil Site Construction Inspector | _____ |
| Senior Civil Site Construction Inspector Supervisor | _____ |
| Environmental Planner | _____ |
| Landscape Architect/ Arborist | _____ |
| Erosion Inspector | _____ |
| Engineer with EIT | _____ |
| Civil Site Development Engineer | _____ |
| **PERMITTING:** | |
| Permits Supervisor | _____ |
| Engineering Technician | _____ |
| Plans Review Engineer | _____ |
| Network Manager | _____ |
| **BUILDING INSPECTION:** | |
| Engineer | _____ |
| Plans Review Engineer | _____ |
| Building Inspections Supervisor | _____ |
| Code Enforcement Inspector | _____ |
| **CODE ENFORCEMENT:** | |
| Manager | _____ |
| Code Enforcement Inspector | _____ |

**ADMINISTRATION AND SUPPORT:**

Administrative Assistant _____

Executive Assistant _____

Office Manager _____

Cashier _____

Please provide a table/chart that includes the following for each position:

- Employee Position
- Proposed Base Rate Per Hour
- Multiplier
- Profit
- Actual Billing Rate

# SECTION 4
# EVALUATION CRITERIA

## 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

| | Evaluation Criteria | Weight |
|---|---|---|
| **A.** | Quality of Project plan, approach and methodology | |
| **B.** | Project Team Qualifications and Qualifications of Key Personnel | |
| **C.** | Relevant Project Experience | |
| **D.** | Financial Responsibility | |
| **E.** | Availability of Key Personnel | |
| **E.** | Past performance on previous contracts. | |
| **F.** | Local Preference | 10% |
| **G.** | Fee | |
| | **TOTAL POINTS** | **100%** |

# SECTION 5
# PROPOSAL FORMS

## 5.1 INTRODUCTION

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

**Procurement Affidavits**

| | |
|---|---|
| Procurement Affidavit Form 1 | Certification Regarding Debarment |
| Procurement Affidavit Form 2 | Form A: Non-Collusion Affidavit (Prime)<br>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.

# CERTIFICATION REGARDING DEBARMENT

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

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

## *INSTRUCTIONS FOR CERTIFICATION*

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

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

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

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

## DEBARMENT ORDINANCE

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

(a) *Authority to suspend.*

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

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

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

(2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating

a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

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

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

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

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

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

d. Falsification of any documents.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2005

_____

(Legal Name of Offeror) (Date)

_____

(Signature of Authorized Representative) (Date)

_____

(Title)

**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: _____

**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 owning on a contract; and

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

**SIGNATURE:**_____

**ADDRESS:**_____

_____

**TELEPHONE NUMBER:**_____

## EXHIBIT B – EMPLOYMENT REPORT

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

**EMPLOYEES**

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

**FIRM'S NAME:**_____

**ADDRESS:**_____

_____

**TELEPHONE NUMBER:**_____

**This completed form is for (Check one) ____Bidder/Proposer _____Subcontractor**

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

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

---

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

---

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

---

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

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

| |
|---|
| **Total Dollar Value of Subcontractor Agreements: ($)** |

| |
|---|
| **Total Percentage Value: (%)** |

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

**Signature:**_____ **Title:**_____

**Firm or Corporate Name:**_____

**Address:**_____

_____

**Telephone:** (  )_____

**Fax Number:** (  )_____

**Email Address:**_____

## EXHIBIT 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)

| Name | Race | Sex | Financial Decisions | Supervision Field Operation |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

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

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

**AMOUNT OF REQUISITION THIS PERIOD:** $ _____

**TOTAL AMOUNT REQUISITION TO DATE:** $ _____

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

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

**Executed By:** _____ _____

***(Signature)*** ***(Printed Name)***

**Nortary:** _____ **Date:** _____

**My Commission Expires:** _____

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 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)**

| | | | |
|---|---|---|---|
| EMPLOYER'S LIABILITY INSURANCE (Aggregate) | BY ACCIDENT - EACH ACCIDENT | - | $500,000. |
| | BY DISEASE - POLICY LIMIT | - | $500,000. |
| | BY DISEASE - EACH EMPLOYEE | - | $500,000. |

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

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

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

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

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

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

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

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

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

Such certificates and notices shall be sent to:

Donna Jenkins, Assistant Purchasing Agent
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

*Index of Articles*


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

# CONTRACT AGREEMENT

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

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

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

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

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

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

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

## WITNESSETH

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

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

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

## ARTICLE 1. CONTRACT DOCUMENTS

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

I. Form of Agreement;
II. Addenda;
III. Exhibit A: General Conditions;
IV. Exhibit B: Special Conditions [where applicable];
V. Exhibit C: Scope of Work
VI. Exhibit D: Project Deliverables;
VII. Exhibit E: Compensation

VIII. Exhibit F: Office of Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Forms
X. Exhibit H: Purchasing Forms

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

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

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

## ARTICLE 2. **SEVERABILITY**

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

## ARTICLE 3. **DESCRIPTION OF PROJECT:**

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

## ARTICLE 4. **SCOPE OF SERVICES**

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

## ARTICLE 5. **DELIVERABLES**

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

## ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

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

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

## ARTICLE 7. **MODIFICATIONS**

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

## ARTICLE 8. **SCHEDULE OF WORK**

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

## ARTICLE 9. **CONTRACT TERM**

***[Insert contract term and any renewal options]***

## ARTICLE 10. **COMPENSATION**

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

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

## ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

## ARTICLE 12. **SUSPENSION OF WORK**

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

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

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

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

## ARTICLE 13. **DISPUTES**

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

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

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

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

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

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

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

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

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

## ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

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

## ARTICLE 16.**WAIVER OF BREACH**

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

## ARTICLE 17. **INDEPENDENT CONTRACTOR**

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

## ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

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

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

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

## ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

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

## ARTICLE 20. **ACCURACY OF WORK**

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

## ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations

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

## ARTICLE 22. **INDEMNIFICATION**

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

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

## ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion

of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the Chief Appraiser, County Board of Tax Assessors.

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

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

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

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

## ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

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

right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## ARTICLE 26. **INSURANCE**

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

## ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

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

Section 27.02 **Interest of Public Officials:**

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

## ARTICLE 28. SUBCONTRACTING

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

## ARTICLE 29. ASSIGNABILITY

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

## ARTICLE 30. ANTI-KICKBACK CLAUSE

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

## ARTICLE 31. AUDITS AND INSPECTORS

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

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting

records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

## ARTICLE 32. **ACCOUNTING SYSTEM**

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

## ARTICLE 33. **VERBAL AGREEMENT**

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

## ARTICLE 34. **NOTICES**

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

Notice to County, shall be addressed as follows:

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

**With a copy to:**

Fulton County Department of Purchasing
Purchasing Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Jerome Noble

Notices to Consultant shall be addressed as follows:

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

## ARTICLE 35. JURISDICTION

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

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

## ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

## ARTICLE 37. FORCE MAJEURE

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

## ARTICLE 38. **OPEN RECORDS ACT**

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

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

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

## ARTICLE 40. **INVOICING AND PAYMENT**

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

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

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

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

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

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

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

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

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment,

advises the County in writing of a specific claim it contends is not released by that payment.

## ARTICLE 41. **NON-APPROPRIATION**

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

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

## ARTICLE 42. **WAGE CLAUSE**

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

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

OWNER:

**FULTON COUNTY, GEORGIA**

Karen Handel, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Terry Todd, Director
Environment & Community
Development Department

CONSULTANT:

***[Insert Consultant Company Name & Title]***

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

# SECTION 9
# EXHIBITS

| | | |
|---|---|---|
| **Exhibit 1** | - | 2004 Building & Development Fee Schedule |
| **Exhibit 2** | - | Building and Related Permitting Application Process |
| **Exhibit 3** | - | EC&D – Development Review Process |
| **Exhibit 4** | - | Rezoning, Use Permit & Concurrent Variance Application Package |

# Exhibit 1

# 2004 Building & Development Fee Schedule

# Department of Environment and Community Development

Fulton County Georgia

Date:

PROJECT NAME:

| Land Lot(s) | | District/Section | |
|---|---|---|---|

Fees for Land Disturbance Permits

## *Review Fees*

| | | Cost / Unit | Units | Total |
|---|---|---|---|---|
| **Concept Plans** | | | | |
| | Residential | $350.00 + $5.00 / lot | | |
| | Commercial | $350.00 + $5.00 / acre | | |
| **LDP** | | | | |
| | Residential | $350.00 + $20.00 / lot | | |
| | Commercial | $350.00 + $20.00 / acre | | |
| **Final Plat** | | $350.00 + $5.00 / lot | | |
| **Minor Subdivision** | | $350.00 | | |
| | | | Subtotal | 0.00 |

The above fees are paid for a maximum of three reviews; revisions and subsequent reviews will require 50% of the original fee, with a minimum of $350.00

## *Permit Fees*

| | | | | |
|---|---|---|---|---|
| **Clearing and Grubbing** | | | | |
| | $350.00 administrative fee in addition to the applicable fees below | | | |
| **Land Development** | | | | |
| | *Inspection* | | | |
| | Road Vert. & Sect | $16.00 / ln. ft | | |
| | Curb and Gutter | $6.50 / ln. ft | | |
| | Base and Paving | $25.00 / ln. ft | | |
| | Commercial Driveway | $.75 / sq. ft. | | |
| | Storm Drainage | $20.00 / ln. ft | | |
| | Wastewater | $22.00 / ln. ft. | | |
| | Water Main | $16.00 / ln. ft | | |
| | Sidewalk | $2.00/sq. ft. | | |
| | | | Est. Const. Cost | |
| | | | LDP Cost | |
| | *Administrative Fee* | $25.00 | | |
| | *Erosion Control* | | | |
| | Residential | $200.00 / lot | | |
| | Other | $700.00 / acre | | |
| | *Permit Fees* | | | |
| | Str Name Mkrs/Intersection | $75.00 / intersection | | |
| | Traffic Signs / Intersection | $65.00 / intersection | | |
| | *Microfilming Fees* | | | |
| | Standard Plan Sheet(s) @ | $2.00 / sheet | | |
| | 8.5" x 11" sheet(s) | $.25 / sheet | | |
| | *Land Disturbance Permit* | $125.00 | | |
| | *Other Related Fees* | | | |
| | Health Department | | | |
| | Fire Department Review | | | |
| | Gas Monument Fees | | | |
| | | | Subtotal | 0.00 |

# Department of Environment and Community Development

Fulton County Georgia

Date:

PROJECT NAME:

| Land Lot(s) | | District/Section | |
|---|---|---|---|

Fees for Land Disturbance Permits

| Valuation | Fee |
|---|---|
| $1 to $5,000 | $300.00 |
| $5,001 to $20,000 | $300 for the first $5,000 and $150 for each additional $1,000, or fraction thereof |
| $20,000 to $100,000 | $2,550 for the first $20,000 and $100 for each additional $1,000, or fraction thereof |
| $100,000 to $250,000 | $10,550 for the first $100,000 and $50 for each additional $1,000, or fraction thereof |
| $250,001 to $500,000 | $18,050 for the first $250,000 and $25 for each additional $1,000, or fraction thereof |
| $500,001 to $1,000,000 | $24,300 for the first $500,000 and $15 for each additional $1,000, or fraction thereof |
| $1,000,001 and up | $31,800 for the first $1,000,000 and $10 for each additional $1,000, or fraction thereof |
| | **TOTAL** | 0.00 |

# Department of Environment and Community Development

FULTON COUNTY

Fulton County Georgia

Fees for Permits

***Administrative Fee: $25.00***

*All permits will be charged this fee for new permits and re-issue of permits, certificates of occupancy, inspection sheets, and for installation lists when not attached to combination building permits.*

**Building Valuation**

(Building, plumbing, mechanical and electrical permits will be calculated based on the two tables below)

| | |
|---|---|
| **Dwellings** | 40.00 |
| Private Garages | 15.00 |
| Patio Cover, Deck, Balcony | 10.00 |
| Enclosed Patio, Sunroom, Screened Room | 15.00 |
| Shed Storage Building | 15.00 |
| Apartment Houses | 45.00 |
| Auction Room, Dance Center, Exhibit Room, Courtrooms, Public Building, Stadium, Auditorium | 60.00 |
| Banks | 70.00 |
| Bowling Alleys | 40.00 |
| Churches | 50.00 |
| Fences (Value per linear foot) | |
| 3' to 7' high | 1.00 |
| Over 7' high | 2.00 |
| Fire Stations, Police Stations | 50.00 |
| Homes for the elderly | 54.00 |
| Hospitals | 85.00 |
| Hotels and Motels | 50.00 |
| Industrial Plants | 30.00 |
| Jails | 70.00 |
| Libraries | 53.00 |
| Offices, Medical Offices | 50.00 |
| Pools (value per sq. ft.) | 20.00 |
| Public Garages | 25.00 |
| Restaurants, Drink Establishments | 60.00 |
| Retaining Wall (linear foot) | |
| 8' or less in height | 10.00 |
| more than 8' | 20.00 |
| Schools | 50.00 |
| Service Stations | 40.00 |
| Stores / Shopping Centers | 35.00 |
| Warehouses, Mini Storage, Maintenance Building | 20.00 |
| Signs (valuation per sq. ft.) | |
| Wall Mounted | 50.00 |
| Free-Standing | 100.00 |

Conversions: Valuations shall be determined by the difference in valuation between the original and the intended use.

Tenant Improvements Additions: Major: 40% of the original Tenant Building Area Valuation

Minor: 20% of the original Tenant Building Area Valuation

*(Additions to dwelling unit fees shall be based on 50% of the valuation table when said addition area does not exceed 50%*

**The valuation for separate permit pertaining to same structure the following valuation shall be used:**

a. Building Shell only: 80% of Valuation above c: Plumbing only: 15% of Valuation above

b. Mechanical only: 15% of Valuation above d: Electric only: 15% of Valuation above

Permit renewal after expiration - divide the remaining needed inspections by the original required inspections and apply this percent to the valuation.

# BUILDING PERMIT FEES

| 1-A.2 Fees Based on Valuation | |
|---|---|
| Total Valuation: | Fee: |
| $1.00 to $500.00 | equals $23.50 |
| $501.00 to $2,000.00 | equals $23.50 for the first $500.00 plus $3.05 for each additional $100.00, or fraction thereof, to and including $2,000.00 |
| $2,001.00 to $25,000.00 | equals $69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00 |
| $25,001.00 to $50,000.00 | equals $391.75 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00 |
| $50,001.00 to $100,000.00 | equals $643.75 for the first $50,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00 |
| $100,001.00 to $500,000.00 | equals $993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00 |
| $500,001.00 to $1,000,000.00 | equals $3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00 |
| $1,000,000.01 and up | equals $5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof |
| **1-A.3 Other Fees** | |
| 50% of permit fee | Plan Review for items requiring review of plans (except for single family and site plans |
| $75.00 / hour (min 2 hrs) | Inspections outside of normal business hours |
| $50.00 / hour (min 1 hr) | Reinspection fees accessed under provisions of Section 108.8 |
| $50.00 / hour (min 1 hr) | Inspections for which no fee is specifically indicated |
| 150% of normal fees ($1,000.00 min | Use of outside consultants or expedited plan checking and inspections, or both |
| $90.00 | Mobile Home and Utility Set-up |
| $25.00 | Demolition Permit |
| $50.00 | Final Certificate of Occupancy - commercial only |
| $200.00 | 30-day temporary, conditional and partial certificate of occupancy AND for each 30-day extension |

# Exhibit 2

# Building and Related Permitting Application Process

BUILDING AND RELATED PERMITTING APPLICATION PROCESS:

The permitting process utilizing the Permits Plus® involves INITALIZING (intake and processing: verifying all of the information from the application), PLANCK (verification of address, water and sewer or septic permitting, and review of the house location site plan), APPROVAL, ISSUED, FINALED, and CofO.

If the plan or any part of the application is not sufficient to meet the minimum requirements for review, we will place the applications in our Pending file and give the applicant a call to tell them what needs to be corrected. When all of the required "trade inspections"; i.e., building, electric, plumbing, HVAC, are completed the permit will move to FINALED. Once the final site inspection has been posted, the applicant may request the Certificate of Occupancy (CofO).

Anyone can check the progress of an application through a tool we have developed and which is reference on our web site (www.fultonecd.org) on the Development page. It's called the "Permit Status Tool" and is designed to be used through an email account.

In addition we have a Certified Plans program that will allow the applicant to completely by-pass the plan review part of the PLANCK status which is also described on the Development page of the web site.

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If the plan or any part of the application is not sufficient to meet the minimum requirements for review, we will place the applications in our Pending file and give the applicant a call to tell them what needs to be corrected. When all of the required "trade inspections"; i.e., building, electric, plumbing, HVAC, are completed the permit will move to FINALED. Once the final site inspection has been posted, the applicant may request the Certificate of Occupancy (CofO).

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# FULTON COUNTY

## Sign Permit Application Procedures

### Sign Permit Application

One application per each sign must be completed with required information.

### Ground Signs: ID Monument, Free Standing Sign

Site plan to scale, showing north arrow
- Boundaries of property and road names
- Buffers and landscape strips
- Building and parking areas
- Name of project, street address, Land Lot and District
- Dimension of sign setback from Right-Of-Way (ROW).

Detail drawing of sign with dimensions
Indicate type of sign structure
Indicate whether illumination is (Direct or Indirect)
Pictures of all existing sign(s) referring to the business if applicable

### Wall Signs:

Building elevation with dimension (**not** including the roof)
Front and side elevation(s) of sign with dimensions
Pictures of all existing sign(s) referring to the business if applicable
Detail cross section of sign

### Temporary:

Drawing of proposed sign
Max. size banner 32 sq ft

# Department of Environment and Community Development

Fulton County Georgia

Fees for Permits

***Administrative Fee: $25.00***

*All permits will be charged this fee for new permits and re-issue of permits, certificates of occupancy, inspection sheets, and for installation lists when not attached to combination building permits.*

**Building Valuation**

(Building, plumbing, mechanical and electrical permits will be calculated based on the two tables below)

| | |
|---|---|
| **Dwellings** | 40.00 |
| Private Garages | 15.00 |
| Patio Cover, Deck, Balcony | 10.00 |
| Enclosed Patio, Sunroom, Screened Room | 15.00 |
| Shed Storage Building | 15.00 |
| Apartment Houses | 45.00 |
| Auction Room, Dance Center, Exhibit Room, Courtrooms, Public Building, Stadium, Auditorium | 60.00 |
| Banks | 70.00 |
| Bowling Alleys | 40.00 |
| Churches | 50.00 |
| Fences (Value per linear foot) | |
| 3' to 7' high | 1.00 |
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| Fire Stations, Police Stations | 50.00 |
| Homes for the elderly | 54.00 |
| Hospitals | 85.00 |
| Hotels and Motels | 50.00 |
| Industrial Plants | 30.00 |
| Jails | 70.00 |
| Libraries | 53.00 |
| Offices, Medical Offices | 50.00 |
| Pools (value per sq. ft.) | 20.00 |
| Public Garages | 25.00 |
| Restaurants, Drink Establishments | 60.00 |
| Retaining Wall (linear foot) | |
| 8' or less in height | 10.00 |
| more than 8' | 20.00 |
| Schools | 50.00 |
| Service Stations | 40.00 |
| Stores / Shopping Centers | 35.00 |
| Warehouses, Mini Storage, Maintenance Building | 20.00 |
| Signs (valuation per sq. ft.) | |
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Permit renewal after expiration - divide the remaining needed inspections by the original required inspections and apply this percent to the valuation.

## BUILDING PERMIT FEES

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| $100,001.00 to $500,000.00 | equals $993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00 |
| $500,001.00 to $1,000,000.00 | equals $3,233.75 for the first $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00 |
| $1,000,000.01 and up | equals $5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof |

### 1-A.3 Other Fees

| | |
|---|---|
| 50% of permit fee | Plan Review for items requiring review of plans (except for single family and site plans |
| $75.00 / hour (min 2 hrs) | Inspections outside of normal business hours |
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| $50.00 / hour (min 1 hr) | Inspections for which no fee is specifically indicated |
| 150% of normal fees ($1,000.00 min | Use of outside consultants or expedited plan checking and inspections, or both |
| $90.00 | Mobile Home and Utility Set-up |
| $25.00 | Demolition Permit |
| $50.00 | Final Certificate of Occupancy - commercial only |
| $200.00 | 30-day temporary, conditional and partial certificate of occupancy AND for each 30-day extension |

# FULTON COUNTY ENVIRONMENT AND COMMUNITY DEVELOPMENT DEPARTMENT

## SITE PLAN/BUILDING PERMIT CHECKLIST

Permit Number: _____

LAST REVISED: 09/14/2005

GENERAL PERMIT REQUIREMENTS:

1. _____ Provide a minimum of two (2) site plans, a maximum size of 11" X 17" or a diskette, CD or DVD of the plan in **pdf** or **tif** format, showing all dimensions as required and legibly shown as no less than .08". Site plans do not have to be "to scale". The following must be shown, as applicable:

a. _____ Provide North Arrow

b. _____ Provide Land Lot and District

c. _____ Provide name and phase of subdivision or minor subdivision plat, if applicable

d. _____ Provide lot number and block number, if applicable

e. _____ Show all lot lines and complete lot dimensions with distances and bearings labeled

f. _____ Show all set back lines and label with distances

g. _____ Provide street name(s) and right-of-way width

h. _____ Provide address

i. _____ Show house location with dimensions from lot all lines to structure. It is suggested that the distances from each corner of the structure be annotated with a minimum of two directional distances to the lot lines.

j. _____ For permit applications for accessory structures, additions or pool permits; show distances from the existing structure(s) as well as the distance to the new feature from two lot lines, at minimum.

k. _____ Show existing topography and proposed topography with arrows to indicate the flow of storm water/drainage after construction. (NOTE: all storm water/drainage should be directed toward a drainage easement or drainage structure on-site or toward the street. No water flow from the developed property can be directed toward another lot, showing consistency with the LDP for the project.)

l. _____ Provide the location and dimensions of the driveway. Show and label the distance of the driveway from any improvements; i.e., catch basins, fire hydrants, etc. The driveway apron must be a minimum of ten (10) feet from a catch basin. The driveway apron must also be a minimum of five (5) feet from any lot line.

m. _____ Provide finished floor elevation, basement elevation and/or lowest floor elevation.

n. _____ Show state waters, if applicable.

o. _____ Show location and limits of construction/disturbance activity on the site. NOTE: Any disturbance greater than 5,000 square feet will be evaluated to determine if a separate Land Disturbance Permit (LDP) will be required. If an LDP is required additional detention, water quality features or other protective measures may be required.

p. _____ Show location and protection limits of any special trees and all tree save areas

q. _____ Show all buffers of any types, access easements, drainage and sanitary sewer easements with structures and features, and landscape strips and/or other natural features.

r. _____ If the lot has a detention pond, then an elevation certificate must be submitted establishing that the lowest floor of the structure is a minimum of three (3) feet above the 100 year water surface elevation of the pond.

s. _____ Provide the location and type of temporary and permanent soil stabilization measures to control sediment migration.

t. _____ Provide proof of septic tank permit, if applicable, when submitting permit application and site plan. For additions, renovations, fences, walls, or pools, you must first contact the Health (Septic) Staff to obtain a letter of renovation approval. Call 404 730-7577 for more information.

u. _____ Retaining wall(s) must be permitted separately. See retaining wall check list. If the wall is Cast-In-Place Concrete, structural plans, calculations and detailed drawings are mandatory.

**APPLICATION IS NOT COMPLETE UNLESS SIGNED**

***Please Complete Information on Back Side of this Application***

FULTON COUNTY

Date: _____ Set # _____

Set Title: _____

Count: _____ of _____

Site Plan Approval _____ Date _____

Building Permit # _____

Sewer/Water Permit # _____

Permit Fee _____ ☐ Cash ☐ Check # _____

PIN # _____-_____-_____-_____

**BUILDING PERMIT APPLICATION: COMMERCIAL** (USE) _____ **RESIDENTIAL** (USE) _____

***TO ENSURE THAT YOUR APPLICATION WILL BE PROCESSED, ALL APPLICABLE INFORMATION MUST BE PROVIDED:***

**Check one:** New Building _____ Addition _____ Alteration _____ Re-Permit _____ Provide Old # _____

Tenant Finish Provide Tenant or Occupant's Name or Title: _____

**Site Address** _____ **City:** _____ **Zip:** _____

**Lot/Block** _____ **Building No.** _____ **Floor No.** _____ **Suite No.** _____ **ADULT ENTERTAINMENT ORIENTED BUSINESS (y/n)** _____

**Subdivision or Project Name** _____ **Unit/Phase No.** _____ **LDP#** _____

**Gross Floor Area (under roof)** _____ **No. of Floors** _____ **No. of Bedrooms** _____ **No. of Units** _____ **Sewer or Septic System (CIRCLE ONE)**
**(Include: Heated, Unheated, Basement, Garage, Deck/Porch)**

**Describe scope of work. Be specific:** _____

## WORK INCLUDES (Circle [Yes] or [No] FOR ALL BELOW)

| **Building** | **Electrical** | **Plumbing** | **Mechanical** | **Deck** | **Basement:** Finished | **New Water Tap/Box** |
|---|---|---|---|---|---|---|
| Yes / No | Yes / No | Yes / No | Yes / No | Yes / No | Yes / No Unfinished | Yes / No |

**OWNER OF RECORD** _____ **Telephone No.** _____

**Address** _____ **City** _____ **State** _____ **Zip** _____

**CONTRACTOR** _____ **Telephone No.** _____

**Address** _____ **City** _____ **State** _____ **Zip** _____

**Fax No.** _____ **E-mail** _____

**Business License No.** _____ **County where issued** _____

**APPLICANT/CONTACT PERSON** _____ **Telephone No.** _____

**Address** _____ **City** _____ **State** _____

**Telephone** _____ **Fax No.** _____ **E-mail Address** _____

## SUBCONTRACTOR INFORMATION

**Please supply subcontractor's information below (they must submit installation lists), otherwise all subcontractors must apply for separate permits.**

| Trades: | Subcontractor's name, address and telephone: | Business License Number: | State Certification Number |
|---|---|---|---|
| Electrical<br>Yes / No | | | |
| Plumbing<br>Yes / No | | | |
| Mechanical (HVAC)<br>Yes / No | | | |

**APPLICATION IS NOT COMPLETE UNLESS SIGNED / Please Complete Information on Back Side of this Application**

**ADDRESS OF SUBJECT PROPERTY:** _____ **PERMIT NUMBER:** _____

# APPLICANT'S CERTIFICATION

I hereby certify that all work to be performed under this permit will be done in accordance with all applicable building codes, zoning codes and other regulations governing construction in unincorporated Fulton County. I am the: owner [ ]; owner's agent [ ]; architect [ ]; contractor [ ]; attorney [ ]; tenant [ ]; other [ ] _____. I also understand that if this permit is being issued to the owner or an owner's agent, no one other than the owner or licensed subcontractors can perform work under this permit.

Applicant's Signature _____ Date _____

***CAUTION TO OWNER: If you act as your own General Contractor, you alone are responsible for the quality of the work and compliance with all applicable codes. You must have your signature notarized to acknowledge this responsibility.***

Notary Signature _____ Date _____ Expiration Date: _____

---

**COMPLETE THE FOLLOWING SECTION IF THIS IS A RESIDENTIAL PERMIT SUBMITTING A CERTIFIED SITE PLAN**

## FULTON COUNTY
## RESIDENTIAL PLAN CERTIFICATION AND INDEMNIFICATION

**Subdivision Name:** _____ **Phase:** _____ **Unit:** _____ **Lot #** _____

**Address:** _____

I do hereby certify, as the design professional of responsible charge for this development, that this residential plan does meet the requirements of all applicable Fulton County codes, the standards of the Zoning Ordinance, conditions of Zoning for this site, and the requirements for Plan Review Submittal for residential building permitting.

I further agree to indemnify Fulton County and hold Fulton County harmless from any and all damage which Fulton County should suffer from and any and all liability, claims, demands, attorney's fees and costs of defense, or judgment against it, arising from the acceptance of this review and approval by the design professional of responsible charge.

Notes arising from Review

This property is ___is not ___ located within the Area Regional Commission's Metropolitan River Protection Act Review corridor.

Place Holds? No _____, Yes _____; Type: B ____, C____, D ____ E ____ F ____

Other Holds or Comments:

_____

_____

Signature: _____ Signature: _____

Date: _____ Date: _____

Original Wet Seal: Original Wet Seal:

**FULTON COUNTY**
Department of Environment &
Community Development
141 Pryor Street SW, SUITE 2085
Atlanta, Georgia 30303
(404) 730-7800 FAX # (404) 730-0234
www.fultonecd.org

Permit No. _____

Decal No. _____

Total Permit Fee$ _____

# SIGN PERMIT APPLICATION

## SIGN INFORMATION:

Check one: [ ] Multi-Business Development [ ] Single Tenant Suite [ ] Residential Development

Site Address _____ Suite No. _____

Development _____

**All signs shall be set back at least (10) ten feet from the right-of-way or (20) twenty feet from the edge of the pavement, if a private street. All free-standing and monument type signs shall have and display thereon, the assigned street number, minimum 4" high along major collectors and 3" high along minor collectors. A permit does not create a vested right to maintain any sign which violates any terms of Article XXXIII or any other law. A permit issued in violation of this Article is void.*

**New Sign Information:** [ ] Permanent [ ] Temporary
[ ] Wall Sign [ ] Id-monument [ ] Freestanding
Other type: _____
Height above grade: _____
Material: _____
Sign dimensions: _____
Area: _____
Beginning date: _____ Ending date: _____
*Ground sign: **Setback from right-of-way:** _____
Lettering: _____

**Existing Signs:** [ ] None [ ] Permanent [ ] Temporary
[ ] Wall Sign [ ] Id-monument [ ] Freestanding
Other type: _____
Sign dimensions: _____
Height: _____
Lettering: _____
If more, please list on the back of this application.

## OWNER'S INFORMATION

Owners Name: _____ Business Name: _____
Address: _____ Suite _____ Telephone #: _____
City: _____ State: _____ Zip Code: _____ Business License No # _____
E-Mail Address: _____ Fax #: _____

## CONTRACTOR'S INFORMATION

Business Name: _____ Agent Name: _____
Address: _____ Suite _____ Telephone #: _____
City: _____ State: _____ Zip Code: _____
Business License No #: _____ County or City where issued: _____
E-Mail Address: _____ Fax #: _____

## APPLICANT'S CERTIFICATION AND SIGNATURE

**I hereby certify that the site described herein will be constructed and/or used in accordance with all applicable zoning ordinances and laws governing the Department of Environment and Community Development.**

**Applicant Signature:** _____ **Date:** _____

DO NOT WRITE BELOW THIS LINE

## TO BE COMPLETED BY E&CD STAFF

**Zoning Case No.** _____ **Zoning** _____ **Variance (If applicable)** _____

**Land Lot** _____ **District** _____ **Section** _____ **Overlay District** _____

**Rejected [ ] Yes Date** _____ **Comments** _____ **Penalty [ ] Yes [ ] No**

**Approved By:** _____ **Date** _____

# FULTON COUNTY

**Sign Permit Application Procedures**
**www.fultonecd.org**

## Sign Permit Application

**One application per each sign must be completed with required information.**

## Ground Signs: ID Monument, Free Standing Sign

Site plan to scale, showing north arrow
- Boundaries of property and road names
- Buffers and landscape strips
- Building and parking areas
- Name of project, street address, Land Lot and District
- Dimension of sign setback from Right-Of-Way (ROW).

Front and side elevation(s) of sign with dimensions
Drawing of proposed sign area, with calculations
Pictures of all existing sign(s) referring to the business if applicable
Indicate sign material and color
Indicate whether illumination is (Direct or Indirect)

## Wall Signs:

Building elevation with dimension (**not** including the roof)
Front and side elevation(s) of sign with dimensions
Drawing of proposed sign, with dimensions & calculations
Pictures of all existing sign(s) referring to the business if applicable
Indicate sign material and color (no exposed neon)

## Temporary:

**Drawing of proposed sign**

***Will need two completed packages, per each sign application.**

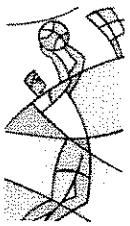
---

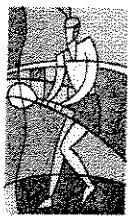
# MORE ADMINISTRATIVE PERMITS

## CONTENTS:

**REQUIREMENTS** (Excerpts from the Fulton County Zoning Resolution)

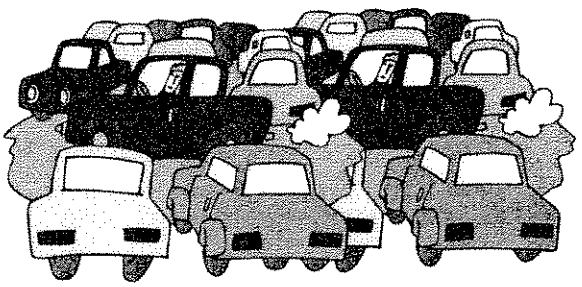
**ANTENNA/TOWER /SUBSTATION**
**(19.3.1(1), 19.3.1(2) and 19.3.18)**

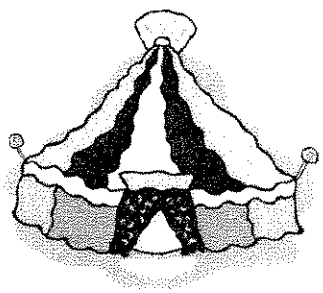




**PRIVATE RECREATION COURT**
**(19.3.8)**

**OFF SITE PARKING**
**(19.3.6(1))**





**TENT PERMIT (Revival, Reception, Meeting, etc.)**
**(19.3.10(1))**

**APPLICATION DOCUMENT**

**OWNER'S AFFIDAVIT**

**SITE PLAN REMINDER**

**FIRE MARSHAL'S TENT PERMIT PACKAGE**

**Fulton County**
Department of Environment and
Community Development
141 Pryor Street, Suite 2085
Atlanta, GA 30303
404-730-7800 FAX: 404-730-0254

Admin. Permit No. _____
Building Permit No. (when applicable)_____
[ ] FEE EXEMPT; [ ] FEE REQUIRED (see below)
24 Hour Contact # _____-_____-_____

## ADMINISTRATIVE PERMIT APPLICATION FOR
# PARKING OFFSITE, PRIVATE RECREATION COURTS, TENTS AND ANTENNAS/TOWERS/SUBSTATIONS
***ONLY***

(check one)

**PARKING OFFSITE ____ $50 + $10/day**
**(19.3.6(1))**

**PRIVATE RECREATION COURTS ___**
**(19.3.8)**

**ANTENNAS/TOWERS/SUBSTATIONS ____**
**(19.3.1(1), 19.3.1(2), 19.3.18)**

**TENTS _____ $50 + $10/day**
**(19.3.10(1))**

## Site/Project Information

Site Address_____ City _____ Zip Code _____

## Owner's Information

Name: _____ E-Mail Address: _____
Address: _____ Telephone#:_____
City: _____ State: _____ Zip Code: _____ Fax#:_____

## Contractor/Lessee/Operator's Information

Business Name:_____ Agent Name:_____
Address:_____ Telephone#:_____
City:_____State:_____Zip Code:_____Fax#:_____
Business License No#:_____ County or City where issued:_____
Trust Account No._____E-Mail Address:_____

## Applicant's Certification, Affidavit and Signature

Name of Proposed Event: _____Type of Business: _____

List of Products to be sold: _____

I hereby certify that the site described herein will be constructed and/or used in accordaoe with all applicable zoning ordinances and laws governing the Department of Environment and Community Development. FurtherApplicant states, understands that, should a complaint be filed against the Applicant for violation any regulation associated withthis Application for an Administrative Permit, the permit issued for the subject event will immediately become void and will not be reissued for the same location.

APPLICANT'S SIGNATURE: _____

Sworn and Attested before me this _____day of _____, 200__, _____ Notary Public

## CHECK LIST INSTRUCTIONS FOR STAFF AND APPLICANT (Permit Number:_____)

**Only specifically appointed staff canissue this type of permit and only then upon the final satisfaction of all standards contained herein or elsewhere as required by law, ordinance, standard or procedure.**

☐ Application form completed and Applicant's Affidavit signed and Notarized

☐ At least two (2) copies of site plan attached (no larger than 11"X17" in size)

☐ Owner's Affidavit form signed and Notarized

☐Owner of the property listed in Permits Plus **is the same** as appears on the Owner Affidavit **(move forward with the processing of the permit)**

☐Owner of the property listed in Permits Plus **is different** from that shown on the letter from the owneras presented by the applicant

☐ Check with the Tax Records in the Fulton County GIS reference on the internet.If match, proceed.

☐ Tax Records does not match the information as to ownership **(call applicant and suspend applicationprocessing)**

☐ No tent used for Seasonal Business within 250 feet of existing dwelling**(see site plan)**

☐Building Permit required for tents (over 150sq ft). Fee required (Bldg Permit #_____)

☐Staff will fax a copy of the Tents & Air Supported Structures Cover and signature page to FC Fire Dept.

Processed by: _____ Date: _____ Approved by: _____ Date:_____

---

**PLEASE NOTE THESE IMPORTANT INSTRUCTIONS TO APPLICANT:**

- Permit must be displayed in such a manner as to be readable from the Street.
- Applicant is **required** to call the Fire Dept. @ 404-699-8907 when the permitted tent has erected
- Please note carefully the requirements from the Fulton County Zoning Resolution for these uses. Note time limitations, hours of operations, buffers, landscaping, setbacks, height restrictions, fencing, maximum sizes, pedestrian safety, sign restrictions and parking requirements, to name a few.

Admin. Permit No. _____

Parcel Identification No: _____

# OWNER'S AFFIDAVIT FOR ADMINISTRATIVE PERMITS

## FESTIVAL/EVENT/PRODUCE STAND/ROADSIDE VENDING/ SEASONAL BUSINESS

**This form must be completed in it's entirety to obtain these purposes.**

Pursuant to the Fulton County Zoning Resolution, Article 19, Section 3, or by process and/or procedural requirements of the Department, applications for an Administrative must provide written, notarized, permission from the owner of the property upon which the event is proposed along with an application for said Permit including a 24-hour contact telephone for the owner.

In addition, the owner and applicant must ensure and commit to compliance with the standards established by the Fulton County Zoning Resolution, for the specific application being filed.

Location of Subject Property:

Address: _____

City: _____ ST: _____ Zip Code: _____

**PLEASE BE SURE TO READ THIS DOCUMENT IN IT'S ENTIRITY AND ONLY SIGN AFTER ASSURANCE HAS BEEN GIVEN THAT ALL OF THE REQUIREMENTS FOR THIS PERMIT HAVE BEEN MET BY THE APPLICANT.**

I hereby certify, under oath, that I am the Owner, the Executor or Attorney-in fact under a Power of Attorney for the Owner (attach a copy of the Power of Attorney letter), of the property described above or and that in attaching a signature hereupon the Owner does grant permission to _____(Contractor/Lessee/Operator) to conduct business as _____(Name of Business/Event) which shall consist of the sale of _____or other event/activity known as _____ , and that a true an proper agreement has been entered into with the Contractor/Lessee/Operator listed above which allows the Applicant to conduct said business/event/activity from _____ (date) to _____ (date).

Further, I do hereby certify, under oath, that the Applicant has been made aware of and will comply with all of the standards and requirements of the Fulton County Zoning Ordinance, Article 19, Section 3, pursuant to that specific portion by which the above stated business/event/activity is regulated. Including, but not limited to the following:

**

Submit at a minimum two (2) copies of a scaled drawing **that graphically depicts the following information**:

- ☐ A North directional arrow, the name of the thoroughfare from which access is gained, adjoining uses (i.e., names of businesses, institutions, residence, public facilities, etc.), and any, and all, on-site public facility; i.e., existing mail box, existing public phone, existing parking meter, fire alarm box, fire hydrant, traffic control box, etc.
- ☐ The entire property, **with boundary designations**, upon which this use will take place
- ☐ The true and accurate proposed location of the proposed activity, with **dimensions** from all property lines and to any existing buildings on the site.
- ☐ Curb cuts (driveways) and traffic patterns within the property with any safety plans to ensure proper traffic flow during the event.

**CONTINUED ON REVERSE**

Admin. Permit No. ______________________

Parcel Identification No: ________________

- ☐ The true and accurate proposed location of any temporary sanitary facility or trash receptacle with **dimensions** from the facility or receptacle to the nearest property line
- ☐ <u>For Amateur Radio Antenna to Exceed the District Height:</u>
  - The Maximum height allow under this permit category is 90-feet. Any request to exceed the maximum shall require a Use Permit (See 19.4.5)
  - ANTENNAS shall not be lighted and must be painted in a neutral color
- ☐ <u>For Antenna, Tower, and Associated Structures</u>:
  - Set backs adjacent to any residential or AG-1 zoned property must equal the height of the tower
  - Show 6'- fence enclosing all facilities
  - Show 10'—wide landscape strip planted to buffer standards around the facility, exterior to any fence or wall
- ☐ <u>For Utility Substations</u>:
  - Minimum setback for Electric – 200 feet; for Gas and Telphone – the applicable district setback
  - Show 10'—wide landscape strip planted to buffer standards around the facility, exterior to any fence or wall.
- ☐ <u>For Off-Sight Parking</u>:
  - Show the property where the principle use is located (can not exceed 300') with appropriate pedestrian access
- ☐ <u>For Private Recreational Court</u>:
  - For *Detached Dwellings*: show court location interior to side and rear minimum yard with dimensions fro the court to set back side and rear setback lines
  - For *Multi-Family*: Show courts, accessory structures, and fencing a minimum of 100' from any residential building, adjoining property line or street
  - For *Neighborhood*: Show courts, accessory structures, parking and fencing a minimum of 100' from any adjoining property line or street
  - Show location of sign to be posted advertising the future use for a recreational court
  - Show sources of illumination with direction of lightening. Provide note on plan as follows:
    "Sources of exterior illumination shall be directed away from adjoining residences and shall not exceed 1.2 foot candles along an adjoining residential property line. Outdoor lighting of recreation facilities in or adjoining residential district or uses shall be allowed only between dusk and 11:00 PM."
  - Provide the following note on the plan:
    "A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines adjacent to single family residential uses."

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

** ***<u>PRIOR TO SIGNING THIS DOCUMENT</u>***, THE OWNER ***<u>MUST</u>*** GUARANTEE THAT THE APPLICANT HAS PLACED THE STATEMENTS ABOVE (AS IS APPLICABLE) AS NOTES ***<u>UPON</u>*** THE REQUIRED SITE PLAN DRAWING:

TYPE OR PRINT:

Name of Owner: ________________________________________________

Address: ______________________ City: ___________ ST: _____ Zip Code: ___________

24-HOUR CONTACT PHONE NUMBER: ______________________________ phone/cell/pager (circle one)

OWNER'S SIGNATURE**: ______________________________________________

Sworn and Attested before me this ____________________ day of ____________, 20___.

______________________________ Notary Public

(Seal)

Last Revised 03/29/2006
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

19.3.1(1) **ALTERNATIVE ANTENNA SUPPORT STRUCTURE TO EXCEED THE DISTRICT HEIGHT (Added 03//5/97)**

**INTENT**

Pursuant to Section 704(a) of the Federal Telecommunications Policy Act of 1996, it is not the intent of this section to prohibit or have the effect of prohibiting the provision of personal wireless services in Unincorporated Fulton County.

A. **Required Districts**: All

B. **Standards:**

1. Alternative structures are not allowed as an accessory to a single family use or as a principal use in a single family district. (Amended 05/07/97)

2. Alternative structures must be set back a distance equal to the height of the tower from a property line of any residential district and/or AG-1 district used for single family, unless said structure is proposed to be located on an existing building.

3. Above ground equipment shelters shall be surrounded by a minimum 10-foot wide landscape strip planted to buffer standards unless the Fulton County Arborist determines that existing plant materials are adequate.

4. Roof top antennas and associated structures shall not project more than 10 feet above roof line. (Amended 05/07/97)

5. Height shall not exceed 150 feet from existing grade.

6. The alternative structure shall comply with applicable state and local statutes and ordinances, including, but not limited to, building and safety codes. Alternative structures which have become unsafe or dilapidated shall be repaired or removed pursuant to applicable state and local statues and ordinances.

19.3.1(1) **AMATEUR RADIO ANTENNA TO EXCEED THE DISTRICT HEIGHT**
(See Use Permit 19.4.5)(Added 07/07/93)

**INTENT**

It is the intent of this Article to regulate the placement of amateur towers in a manner that does not impose on public health, safety, or general welfare. The following regulations on design, location, placement, and height limits of antennas in residential districts implements Fulton County's governmental interests in land planning, aesthetics and public safety by requiring the following standards:

A. **Required Districts**: All

B. **Standards**:

1. Antennas shall be located in the rear yard.

2. The maximum height shall be 90 feet. Any request to exceed the maximum height shall require a Use Permit **(See 19.4.5)**

3. All antennas shall be set back from all property lines 1/3 the height of the antenna or the district setback requirements, whichever is greater. The antenna must be located a distance equal to or greater than the antenna height from the nearest residential dwelling, excluding the owner's primary dwelling or structure.

4. Antennas shall not be lighted.

5. All antennas must be constructed with an anti-climbing device.

6. Antennas shall be painted in a neutral color identical or closely compatible with surroundings.

7. All guy wires must be anchored on site and outside of right-of-way.

19.3.1(2) **ANTENNA, TOWER, AND ASSOCIATED STRUCTURES (RADIO, T.V., MICROWAVE BROADCASTING, ETC.), TO EXCEED THE DISTRICT HEIGHT** (TITLE AMENDED 3/6/91, AMENDED 03/05/97)

**INTENT**

Pursuant to Section 704(a) of the Federal Telecommunications Policy Act of 1996, it is not the intent of this section to prohibit or have the effect of prohibiting the provision of personal wireless services in Unincorporated Fulton County.

The following regulations on design, location, placement, and height limits of antennas in residential districts implements Fulton County's governmental interest in land planning, aesthetics and public safety by requiring the following Administrative Permit Standards:

A. **Required Districts**: O-I, MIX, C-1, C-2, M-1A, M-1, M-2, [See Use Permit, Section 19.4.7 for use in residential and AG-1 districts]

B. **Standards**:

1. Tower/accessory structures must be set back a distance equal to the height of the tower from all property lines of any residential district and/or AG-1 district used for single family.

2. Tower and/or associated facilities shall be enclosed by fencing not less than six feet in height and shall also be equipped with an appropriate anti-climbing device.

3. A minimum 10 foot wide landscape strip planted to buffer standards shall be required around the facility exterior to any fence or wall unless the Fulton County Arborist determines that existing plant materials are adequate.

4. Height shall not exceed 200 feet from existing grade.

5. The tower shall comply with applicable state and local statutes and ordinances, including, but not limited to, building and safety codes. Towers which have become unsafe or dilapidated shall be repaired or removed pursuant to applicable state and local statues and ordinances.

19.3.18. **UTILITY SUBSTATIONS (TELEPHONE, ELECTRIC, OR GAS, ETC.)**
(Amended 5/1/91, 11/03/93)

A. **Required Districts**: All.

B. **Standards**:

1. Utility substations measuring less than 35 square feet and less than 5 feet in height from finished grade are exempt from these regulations.

2. All substation structures shall be contained within the boundaries of the subject parcel and meet the minimum development standards of the district unless otherwise required in this article section.

3. Minimum setback of all utility structures from a residential structure shall be:

   a. Electric -- 200 feet.

   b. Gas and Telephone -- the applicable minimum setback for the district in which located.

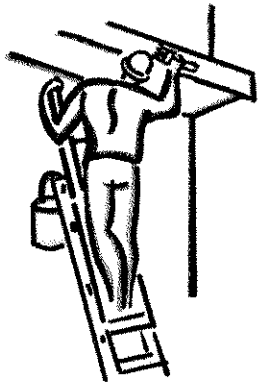
4. A minimum 10-foot wide landscape strip planted to buffer standards shall be required around the perimeter of all utility sites except along lines where buffers are required.

5. For electric substations provide a minimum 50-foot wide replanted or natural buffer adjacent to the property lines of any residential district and/or AG-1 district used for single family.

6. Interior to landscape strips or buffers that do not accomplish 100% visual screening as defined in the Tree Preservation Ordinance, provide an 8-foot high opaque fence or, masonry wall, a minimum 4-foot high landscaped earthen berm, a vegetative screen or some combination thereof, subject to the approval of the Environment and Community Development Department.

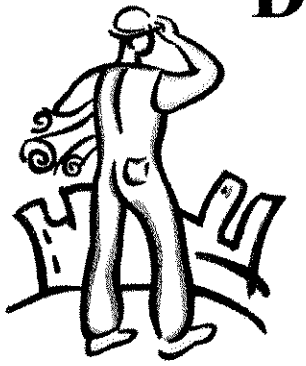
# Exhibit 3

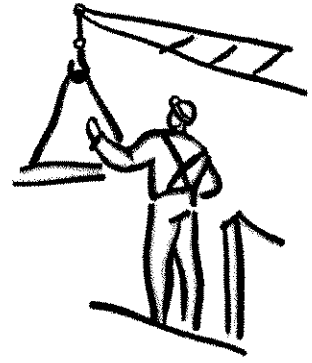
# EC&D – Development Review Process



# ENVIRONMENT AND COMMUNITY DEVELOPMENT

## DEVELOPMENT REVIEW PROCESS





# Functions of Environment & Community Development (Plan Review Division)

- Intake of Application and Plans
- Review Plans
- Issue Permits
- Inspect Project Sites

# Steps for Development Review & Approval

1. **Conceptual plans:** Submitted to E&CD
2. Review by E&CD and Public Works for comments (10 working days).

   In many cases plans are re-submitted for approval (10 -15 working Days).

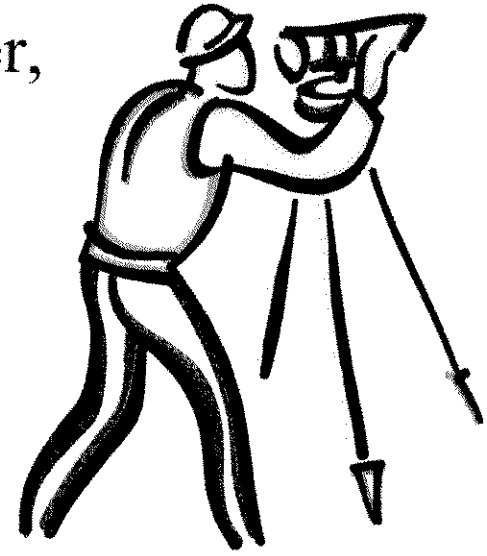
# Steps for Development Review & Approval

2. **Land Disturbance Permits** (LDP) plans submitted to E&CD with construction details of all water, sewer, drainage and street improvements for review (10 working days).

   Plans are redlined and comments are returned to developer for corrections.

   Corrected plans are re-submitted for review (10 working days).

   Once approved, LDP permit is issued.



# Steps for Development Review & Approval

3. **Development Construction.**

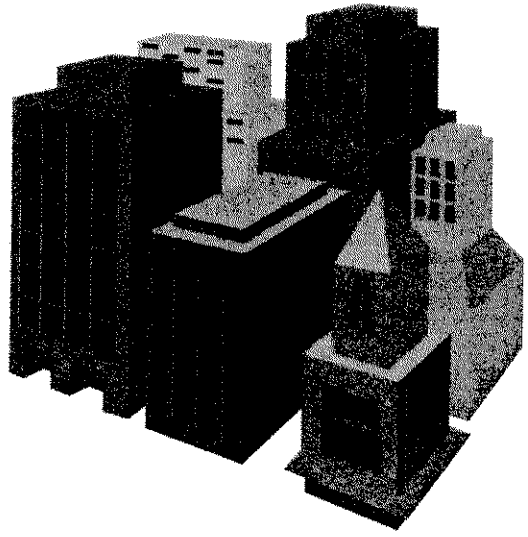
   During this process site development starts and periodical inspections are performed by E&CD staff (inspectors).

# Steps for Development Review & Approval

4. **Final Plats or Certificate of Occupancy.**

   At this step, final plats for subdivisions are finalized (10 working days).

   For commercial buildings, certificate of occupancy is obtained (5 working days).



FULTON COUNTY

# CONCEPT PLAN REVIEW PROCESS

## Development Plans Review Section, Development Division
## Environment and Community Development Department
## and the
## Public Works Department

**SUBJECT:** *NEW CONCEPT REVIEW PROCESS*
*Concept Reviews are required by the Fulton County Subdivision Regulations and the Stormwater Ordinance.*

**PURPOSE:** *TO STREAMLINE THE PROCESS*
*Environment and Community Development (ECD) has been working on streamlining Concept Review process. The process is intended to be effective and efficient as possible. Serving all customers is the County's modus operandi.*

**PROCESS:** *STEPS TO SUCCESS*
*Eleven (5) full sized copies of 24" x 36" of the Concept Plans are required for all proposed projects.*

*These plans must contain information regarding Stormwater Management, Flood Control, Traffic Improvements, limited Water and Sanitary Sewer Information, as well as the basic information required for layout and design (i.e., building locations, setbacks, buffers, roadways, sidewalks, proposed road names, etc.). Regional or area information regarding the developments surrounding the subject property will be required; including sub-basin drainage patterns, contributions to the site from offsite run-off, etc. Also required is information regarding the nearest traffic features, such as public and private road intersections, commercial driveways, residential drives, sight distance information, etc.*

*Plans will be submitted to the Intake Staff of the Plans Review Division of ECD on the 2nd floor of the Assembly Hall Building of the Government Center, 141 Pryor Street. Suite 2085. Every Wednesday is the deadline for each review cycle.*

*The representative for the developer/builder will complete the log-in sheet, pay review fee of* **$350.00 + $5.00 per lot/acre**, *and certify a required minimal submittal list in the presence of Intake Personnel. Failure to comply to the minimal requirements will result in an incomplete submittal; the applicant would then need to bring required information to effectuate the application and get it assigned to review staff.*

*Only when the application is deemed complete, will the plans be accepted and processed for review.*

*Customers will be called by the Intake Staff of ECD to arrange for the pick-up of the drawings and comments once the review is completed. This normally takes place after 10 business days from the time the submittal is deemed complete.*

*Reviewed projects with assigned status "***Resubmit***" must be modified and submitted to incorporate the red line comments.*

*Fulton County will make a commitment of a maximum of four (3) weeks for this process.*

**NOTE CHANGE IN POLICY PER PUBLIC WORKS DEPARTMENT**: *Concept Plans may be required to be revised and resubmitted for final approval before moving on to the Land Disturbance Permit stage if the scope of the comments are comprehensive or unique enough to require additional information or review.* **Added April 20, 2001.**

*The final details of this process was reviewed by the Development Advisory Committee on April 9, 2001 and becomes effective on April 30, 2001.*

*Last revised: September 15, 2005*

FULTON COUNTY

**DEPARTMENT OF ENVIRONMENT & COMMUNITY DEVELOPMENT**
141 Pryor Street, SW, Suite 2085
Atlanta, Georgia 30303
(404) 730-7800 FAX (404) 730-7818
www.fultonecd.org

# CONCEPT PLAN REVIEW CHECKLIST

Project Name: _____ Date _____

Project Number: _____ Tax ID # / Parcel ID #: _____

Reviewed By: _____ Telephone: _____

**Please address all items marked with an "X"**

= = = = = = = = = = = = = = = = = = = = **REQUIRED DOCUMENTS** = = = = = = = = = = = = = = = = = = =

## General Format

Use the following standards:

____ 1. Sheet size shall be no larger than 24" x 36 " so that a half-scale drawing will be reproducible on standard 11" x 17" paper.

____ 2. Lettering, fonts and the general presentation shall be at such a scale as to be readable at one half the scale of the original drawing.

____ 3. All documents shall be presented on standard size paper that is 8 ½ " x 11", 11" x 17" or 24" x 36". No odd size submittals will be accepted for review.

____ 4. Professional's seal and Georgia Registration number shall be included.

## Concept Plan Review Login Application

____ Complete all blanks. Incomplete forms will be cause for rejection of the submittal.

## Zoning Conditions

____ 1. Provide a complete copy of the final zoning conditions and the Board of Commissioner's agenda item number and meeting date. No Concept Plan will be accepted for review prior to the Board of Commissioner's approval of rezoning.

____ 2. Provide Preliminary Storm Water Capacity Analysis.

____ 3. For non-residential and attached residential dwelling units, comply with any applicable overlay district requirements. Contact Beth McMillan at 404-730-8031 for guidelines.

## Project Location Information

____ 1. Provide project name, project address, zoning case number, design firm, point of contact and contact phone number, scale, north arrow (on all sheets), acreage, and location map. [Repeat pertinent information on applicable sheets]

____ 2. Depict project boundary.

____ 3. Depict project site on F.E.M.A. F.I.R.M. panel with effective date.

## Project Topographical Map

_____1. Depict all existing facilities within the project limits (contours, utilities, drainage paving, water lines and size, fire hydrants, sanitary sewers, etc.).

____ 2. Indicate 100 year flood plain horizontal limits and flood zone designation.

____ 3. Show location of existing building outlines.

____ 4. Show adjacent property zoning.

____ 5. Show adjacent property lot lines.

____ 6. Show adjacent property topographical and building location information as required to assess runoff effects.

____ 7. Depict both sides of all roads abutting, fronting, or traversing the property including drainage system components and attributes.

____ 8. Provide details of all road intersections proximate to the site.

____ 9. Use Scale (1" = 20' to 1" = 100').

____10. Depict surface water discharge paths to existing downstream conveyance system.

____11. Depict local transportation system.

## Project Layout Drawing

____ 1. Depict the location of proposed buildings.

____ 2. Show grades at buildings and other critical areas.

____ 3. Depict internal circulation and proposed grades.

____ 4. Illustrate proposed or anticipated road frontage drainage systems improvements including upgrades of impacted existing inlets to meet County standards.

____ 5. Illustrate proposed stormwater management facilities (structural B.M.P.s)

____ 6. Indicate speed limits on all relevant roadways.

_____ 7. Depict proposed water service type(s) (irrigation, domestic, or fire) size and locations, water meter size, location, size and type of backflow device, daily consumption in gallons per day (G.P.D.) and peak requirement in gallons per minute (G.P.M.).

_____ 8. Show proposed type of fitting/appurtenances and or materials to be used to tie into Fulton County water system.

_____ 9. Show location and size of proposed connection to sanitary sewer system.

_____10. Include hydrant flow tests for projects served by the Fulton County Water System and all areas served by the County's Fire department in unincorporated Fulton County.

**Entrance Sight Distance Profiles**

_____ 1. Provide a ground-run topographic survey of the road including the edges of payment, curb line if applicable, centerline, and the rights of way, a minimum of 600 feet on each side of the proposed driveway. Survey the entire frontage and 300 feet on either side of each property line. Survey data may be required dependent on unique site features.

_____ 2. Locate all utilities and fire hydrants.

_____ 3. Locate all trees and bushes that have the potential to compromise sight distance.

_____ 4. Locate all curb cuts or driveway aprons within sight distance range.

_____ 5. Provide a drawing at a 1" = 20' scale showing the proposed driveway, roadway improvements, and the striping and marking plan.

_____ 6. Assume that the driver's eye at a height of 3.5 feet and at the **centerline of the exiting lane of the proposed curb cut behind the stop bar**. The object should be assumed at a height of 3.5 feet and at the centerline of the closed oncoming lane.

= = = = = = = = = = = = = = = = = = **SUPPORTING DOCUMENTATION** = = = = = = = = = = = = = = = = =
**(As required)**

_____ 1. Submit Environmental Impact Study.

_____ 2. Submit Traffic Study.

_____ 3. Submit Traffic Signal Warrant Analysis.

---

**Footnotes**

1. Information/documentation in addition to the above mentioned checklist items may be required.

2. Applicants may request a copy of project reviewer's checklist for information that is being verified and checked during the review process.

FULTON COUNTY

**DEPARTMENT OF ENVIRONMENT & COMMUNITY DEVELOPMENT**
141 Pryor Street, SW, Suite 2085
Atlanta, Georgia 30303
(404) 730-7800 FAX (404) 730-7818
www.fultonecd.org

## LAND DISTURBANCE PERMIT CHECKLIST

Project Name: _____ Tax ID #: _____

Project Number: _____ Date: _____

Applicant: _____ Signature: _____
Print Name Signature

Firm: _____ Phone: _____

Accepted/Denied for E & CD: _____

**Please address all items marked with an "X"**
**Incomplete application <u>will not</u> be accepted into the review process.**

____ 1. Submittal fee and completed transmittal.

____ 2. Minimum sheet size shall be 24" x 36".

____ 3. Approved Concept Plan-1 copy

____ 4. Public Works Conceptual Plans (Commercial Projects Only)
_____ Stormwater _____ Traffic _____ Water _____

____ 5. Zoning Case (2 copies)

____ 6. Hydrology Report (1 copy) or hydrology statement on plans

____ 7. Flood Study (1 copy if applicable)

____ 8. Flood Map shown on plans (1998)

____ 9. Storm Drainage Pipe calculations and profiles

____10. Sewer Plan and Profile

____11. Water Plan (or joint Utility Plan)

____12. Erosion Control Plan

____12. Landscape Tree Protection Plan

____13. Signed copy of Arborist's site visit

____14. Detailed, specific REVISION STATEMENT on plan and or letter attached to each set of plans (for permit revisions only)

Revised 3/03

Department of Environment and Community Development

Fulton County Georgia

Fees for Land Disturbance Permits

# PROJECT NAME:

| | | | |
|---|---|---|---|
| **Date:** | | **Project Number:** | |
| **Land Lot(s):** | | **District/Section:** | |
| **Total Initial Submittal Fee:** | **$0.00** | **Total Valuation and Permit Fees Due:** | **0.00** |

| | | Cost / Unit | Quantity/Lots/Acres | Total |
|---|---|---|---|---|
| **Concept Plans** | | | | |
| | Residential | $350.00 + $5.00 / lot | | 0.00 |
| | Commercial | $350.00 + $5.00 / acre | | 0.00 |
| **LDP** | | | | |
| | Residential | $350.00 + $20.00 / lot | | 0.00 |
| | Commercial | $350.00 + $20.00 / acre | | 0.00 |
| **Sanitary Sewer** | | $350 | | 0.00 |
| **Final Plat / Final Plat Re-recording(s)** | | $350.00 + $5.00 / lot | | 0.00 |
| **Minor Subdivision** | | $350.00 + $5.00 / lot | | 0.00 |
| | | | **Subtotal** | **0.00** |

The above fees are paid for a maximum of three reviews; revisions and subsequent reviews will require 50% of the original fee, with a minimum of $350.00

## *Permit Fees*

| | | | | |
|---|---|---|---|---|
| **Land Development** | | | | |
| | ***Inspection*** | | Measurement / Quantity | |
| | Road Vert. & Sect | $16.00 / ln. ft | | 0.00 |
| | Curb and Gutter | $6.50 / ln. ft | | 0.00 |
| | Base and Paving | $25.00 / ln. ft | | 0.00 |
| | Commercial Driveway | $.75 / sq. ft. | | 0.00 |
| | Storm Drainage | $20.00 / ln. ft | | 0.00 |
| | Wastewater | $22.00 / ln. ft. | | 0.00 |
| | Water Main | $16.00 / ln. ft | | 0.00 |
| | Sidewalk | $2.00 / sq. ft. | | 0.00 |
| | ***Erosion Control*** | | Measurement / Quantity | |
| | Residential | $200.00 / lot | | 0.00 |
| | Other | $700.00 / acre | | 0.00 |
| | | | **Estimated Construction Costs** | **0.00** |
| | | | **Total Valuation Costs** | **0.00** |

## *Construction Costs*

| | | | | |
|---|---|---|---|---|
| | ***Clearing and Grubbing*** | | | |
| | $350.00 administrative fee in addition to the applicable fees below | | | 0.00 |
| | ***Landscape Inspection*** | $350/acre x 3% (min. $60) | | 0.00 |
| | ***Administrative Fee*** | $25.00 | | 0.00 |
| | ***Land Disturbance Permit*** | $125.00 | | 0.00 |
| | ***Permit Fees*** | | | |
| | NPDES Fees | $40.00 / acre | | 0.00 |
| | ***Microfilming Fees*** | | No. of Sheets | |
| | Standard Plan Sheet(s) @ | $2.00 / sheet | | 0.00 |
| | 8.5" x 11" sheet(s) | $.25 / sheet | | 0.00 |
| | ***Other Related Fees*** | | | |
| | Health Department / Dumpster Pad | $75.00 | | 0.00 |
| | Health Department / Compactor | $250.00 | | 0.00 |
| | Fire Department | $35.00 | | 0.00 |
| | GIS Monument | $1,050.00 | | 0.00 |
| | | | Subtotal of Construction Costs | 0.00 |
| | | | **TOTAL CONSTRUCTION COSTS** | **0.00** |

# Exhibit 4

# Rezoning, Use Permit & Concurrent Variance Application Package

FULTON COUNTY

# REZONING, USE PERMIT & CONCURRENT VARIANCE APPLICATION PACKAGE

Please visit our website at www.fultonecd.org
for additional zoning and Geographical Information System (GIS)
information.

# APPLICANT'S CHECKLIST

DOCUMENTS AND QUANTITIES REQUIRED

FULTON COUNTY

**ALL PERTINENT ITEMS ARE DUE AT THE TIME OF FILING.**
**NO INCOMPLETE APPLICATION WILL BE ACCEPTED.**

| ITEM # | REQUIRED ITEM | NUMBER OF COPIES | CHECK √ |
|---|---|---|---|
| 1. | Pre-Application Review Form | 1 original and 2 copies | |
| 2. | Site Plan Checklist | 1 original and 1 copy | |
| 3. | Application Form | 1 original and 2 copies; plus<br>1 additional copy if petition includes a concurrent variance; plus<br>1 additional copy if project includes a DRI or MARTA review | |
| 4. | Legal Description (8½ "x 11") | 4 copies; plus<br>1 additional copy if petition includes a concurrent variance | |
| 5. | Deed | 2 copies | |
| 6. | Letter of Intent (8½ "x 11") | 13 copies; plus<br>1 additional copy if petition includes a concurrent variance; plus<br>1 additional copy if project includes a DRI or MARTA review | |
| 7. | Site Plan | 10 copies; plus<br>1 additional copy if petition includes a concurrent variance; plus<br>1 additional copy if project includes a DRI or MARTA review | |
| 8. | Environmental Site Analysis | 4 copies | |
| 9. | Transparency (8½ "x 11") | 1 clear transparency of the site plan | |
| 10. | Impact Analysis (8½ "x 11") | 3 copies | |
| 11. | Disclosure Form(s) | 2 copies | |
| 12. | Public Participation Plan | 2 copies | |
| 13. | Public Participation Report | 2 copies (due 7 days before the BOC meeting) | |
| **THE FOLLOWING ITEMS MAY BE REQUIRED. SEE THE FOLLOWING INFORMATION FOR DETAILS.** | | | |
| 14. | Adjacent Property Owner List | 1 copy | |
| 15. | Traffic Impact Study | 3 copies | |
| 16. | Metropolitan River Protection | 3 copies | |
| 17. | MARTA Corridor Area Plan Review | 3 copies | |
| 18. | Development of Regional Impact Review Form (DRI) | 3 copies | |
| 19. | Environmental Impact Report | 3 copies | |
| 20. | Noise Study Report | 3 copies | |

**REQUIRED ITEMS FOR REZONING/USE PERMIT APPLICATIONS:**

ITEM 1. **PREAPPLICATION REVIEW MEETING AND FORM:** Prior to submitting an application, all applicants are required to meet with a current planner who will review the applicant's proposal and site plan and complete a Pre-application Review Form. **No pre-application review meeting will be held on the day of the filing deadline.** Applicants are required to bring the site plan and tax parcel identification number(s) to the meeting. Call 404-730-7800 to make an appointment.

ITEM 2. **SITE PLAN CHECKLIST:** The site plan checklist (Form F) details the minimum requirements for site plans as specified by Article 28.5.2. of the Zoning Resolution. **Prior to submitting an application, a review of the site plan and sign-off by Plan Review on Form F is required.**

ITEM 3. **APPLICATION FORM:** Original and notarized signatures of the property owner(s) and applicant(s) or a notarized statement by the applicant as to ownership are required. If a contract is used in lieu of the owner's signature, the signature on the contract must be an original and the contract must be valid for the duration of the rezoning process. See the application form for additional details.

ITEM 4. **LEGAL DESCRIPTION:** The legal description must be a *metes and bounds* description of the property that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines. If the property consists of more than one parcel, all parcels must be combined into one legal description.

ITEM 5. **DEED:** A copy of the deed which matches the applicant's name or a copy of the letter indicating a closing and the recordation of a new deed.

ITEM 6. **LETTER OF INTENT:** The Letter of Intent should state the requested rezoning and use permit(s) and should include factual details about the proposed use(s), such as number and square footages of buildings, number of residential units, minimum heated floor area of residential units, number of fixed seats in places of worship, number of employees and beds in assisted living facilities, personal care homes and nursing homes, number of employees and students in day care facilities, number of classrooms and number of students in schools, hours of operation, and number and use of playing fields. If concurrent variances are requested, the Letter of Intent should clearly state the requested variances and include explanations of hardships and any other reasons why the development standards cannot be met. If a rezoning request is for a CUP, NUP or MIX district, the Letter of Intent should detail the proposed development standards.

ITEM 7. **SITE PLAN:** Site plans must meet the minimum requirements specified by Article 28.5.2. of the Fulton County Zoning Resolution. Refer to Site Plan Checklist (Form F).

ITEM 8. **ENVIRONMENTAL SITE ANALYSIS (ESA):** All rezoning and/or use permit applications must include an Environmental Site Analysis (ESA) identifying environmental conditions on the site to determine if the proposed use may be considered environmentally adverse. Refer to Environmental Site Analysis (Form A) for specific instructions. For questions and information, please contact the Office of Environmental Affairs at 404-730-8000.

ITEM 9. **TRANSPARENCY:** An 8-1/2" x 11" clear transparency of the site plan is required.

ITEM 10. **IMPACT ANALYSIS:** All rezoning applications must include an Impact Analysis (Form B). An Impact Analysis is not required for Use Permits.

ITEM 11. **DISCLOSURE FORM:** If the owner, applicant and/or applicant's representative has made a campaign contribution to any member of the Board of Commissioners for $250.00 or more within the past 2 years, Sections 1 through 4 of the Disclosure Form (Form C) must be completed. If no contributions have been made, *No* should be circled and Section 4 of the form completed.

ITEM 12. **PUBLIC PARTICIPATION PLAN:** The Public Participation Plan is to ensure that applicants pursue early and effective public participation in conjunction with their petitions, ensure that the citizens of Fulton County have an adequate opportunity to learn about petitions that may affect them, and to ensure ongoing communication between applicants, adjoining property owners, environmentally stressed communities, community associations and other organizations, elected officials and County staff. Applicants are required to submit a Public Participation Plan (Form D) at the time of the filing of the rezoning/use permit application.

ITEM 13. **PUBLIC PARTICIPATION PLAN REPORT:** A Public Participation Plan Report must be completed on Form E and filed no later than 7 days before the Board of Commissioners hearing.

**OTHER DOCUMENTS THAT MAY BE REQUIRED:**

ITEM 14. **ADJACENT PROPERTY OWNER LIST.** If the subject property is within 300 feet of an adjacent county, the petitioner must furnish the names and addresses of all property owners in the adjacent county that are within 300 feet of the subject property.

ITEM 15. **TRAFFIC IMPACT STUDY:** When a project equals or exceeds the thresholds listed below, a traffic impact study must be submitted. The traffic impact study shall be prepared by a qualified traffic engineer or transportation planner in accordance with professional practices and the guidelines available in the Department of Public Works.

| Thresholds for Traffic Impact Study | |
|---|---|
| **Use** | **Size** |
| Single family residential | 500 units |
| Multifamily residential | 700 units |
| Office | 300,000 square feet |
| Hospital | 375 beds |
| Commercial | 175,000 square feet |
| Hotel/Motel | 600 rooms |
| Industrial | 500,000 square feet |
| Any mixed-use development that exceeds 500 peak hour trips as based on the standards of the Institute of Transportation Engineers (ITE) Handbook. | |

ITEM 16. **METROPOLITAN RIVER PROTECTION:** If the property is within 2,000 linear feet of the natural riverbank of the Chattahoochee River, it is part of the Chattahoochee River Corridor and subject to a Metropolitan River Protection Act Review. Applicants must complete the appropriate letter/form and submit it with all rezoning/use permit applications. The letter/form is available from the Department of Environment and Community Development.

ITEM 17. **MARTA CORRIDOR FORM**: If the property is in the proposed MARTA Corridor (within 200 feet of the planned centerline), a MARTA Corridor Plan Review form must be filed with the rezoning application.

ITEM 18. **DEVELOPMENT OF REGIONAL IMPACT (DRI):** The Department of Community Affairs (DCA) has formulated development thresholds as listed below. When a development meets or exceeds the thresholds, the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) shall review the project concurrently. Applicants shall first file the rezoning/use permit request with Fulton County. After the ARC/GRTA findings are complete, the rezoning/use permit will be placed on the next available appropriate agenda. It is the applicant's responsibility to contact and follow all ARC and GRTA review procedures. For details contact the ARC at www.georgiaplanning.com/planners/dri/ and GRTA at www.grta.org/dri/home.htm or at 404-463-3000.

| Effective January 1, 2005<br>DEVELOPMENTS OF REGIONAL IMPACT<br>Tiers and Development Thresholds | |
|---|---|
| **Type of Development** | **Metropolitan Region** |
| Office | Greater than 400,000 square feet |
| Commercial | Greater than 300,000 square feet |
| Wholesale & Distribution | Greater than 500,000 square feet |
| Hospitals and Health Care Facilities | Greater than 300 new beds; or generating more than 375 peak |

| Effective January 1, 2005<br>DEVELOPMENTS OF REGIONAL IMPACT<br>Tiers and Development Thresholds | |
|---|---|
| **Type of Development** | **Metropolitan Region** |
| | hour vehicle trips per day |
| Housing | Greater than 400 new lots or units |
| Industrial | Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres |
| Hotel | Greater than 400 rooms |
| Mixed Use | Gross square feet greater than 400,000 (with residential units calculated at 1,800 square feet per unit toward the total gross square footage); or covering more than 120 acres; or if any of the individual uses meet or exceed a threshold as identified herein |
| Airports | All new airports, runways and runway extensions |
| Attractions and Recreational Facilities | Greater then 1,500 parking spaces or a seating capacity of more than 6,000 |
| Post Secondary Schools | New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity |
| Waste Handling Facilities | New facility or expansion of use of an existing facility by 50 percent or more |
| Quarries, Asphalt and Cement Plants | New facility or expansion of existing facility by more than 50 percent |
| Wastewater Treatment Facilities | New facility or expansion of existing facility by more than 50 percent |
| Petroleum Storage Facilities | Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise storage capacity greater than 200,000 barrels |
| Water Supply Intakes/Reservoirs | New facilities |
| Intermodal Terminals | New facilities |
| Truck Stops | A new facility with more than three diesel fuel pumps; or containing a half acre of truck parking or 10 truck parking spaces |
| Any other development types not identified above (includes parking facilities) | 1,000 parking spaces |

ITEM 19. **ENVIRONMENTAL IMPACT REPORT:** Any rezoning to M-1A, M-1 or M-2 or specific use categories identified in Article 19.4 of the Zoning Resolution, as may be deemed environmentally adverse, shall include an Environmental Impact Report as part of the rezoning/use permit process.

ITEM 20. **NOISE STUDY REPORT:** Any rezoning/use permit located within 1,000 feet of an expressway, within 3,000 feet of an active rail line, or within 5 miles of the Hartsfield-Jackson International Airport boundary.

**OTHER RELEVANT INFORMATION:**

1. If a project is located in the Chattahoochee River, Big Creek, Whitewater, Line Creek, Cedar Creek or Bear Creek watershed, it may be subject to the Standards for Protection of Public Water Supply Watersheds within Unincorporated Fulton County, approved by the Board of Commissioners on August 21, 2002. A copy of the ordinance is available from the Department of Environment and Community Development.

2. On November 19, 2003, the Board of Commissioners (BOC) approved a resolution governing the conduct of persons acting as lobbyists before the BOC requiring such persons to register with Fulton County. Contact the Clerk to the Commission at 404-730-8200 to register by providing a copy of each lobbyist registration form and lobbyist report form filed with the Georgia Ethics Commission.

**PUBLIC HEARINGS:**

A) **The Community Zoning Board (CZB)** holds a public hearing on the third Tuesday of each month at 7:00 PM at the respective service center. The CZB makes a recommendation that is forwarded to the Board of Commissioners.

B) **The Board of Commissioners (BOC)** holds a public hearing on the first Wednesday of each month at 10:00 AM in the Government Center assembly hall at 141 Pryor Street, Atlanta.

**PUBLIC NOTICE:**

A) **Community Zoning Information Meeting (CZIM):** Orange signs posted along the frontages of properties subject to rezonings and/or use permits notify area residents of the Community Zoning Information Meeting (CZIM). The CZIM is not a public hearing but rather an informal meeting held on the second Thursday of each month from 6:30 p.m. until 8:00 p.m., at the respective service center, unless otherwise noted in the schedule. This meeting is open to all interested citizens and applicants are strongly encouraged to attend.

B) **Community Zoning Board (CZB) and Board of Commissioners (BOC) Public Hearing Notice:** Yellow signs posted along the frontages of properties subject to rezonings and/or use permits notify area residents of the Community Zoning Board and Board of Commissioners public hearings. Applicants are required to post signs in conspicuous places along the property's public street frontage(s) no later than 20 days before the CZB hearing. Failure to post the signs properly, in accordance with instructions given to applicants at the time of filing, will result in delaying action on the petition until the next available appropriate hearing date. THERE ARE NO EXCEPTIONS TO PROPERLY POSTING THESE SIGNS.

If an applicant, prior to advertising, defers a petition, it is the responsibility of the applicant to contact the Zoning Division at (404) 730-7800 to pick up new signs and re-post the property.

If the Community Zoning Board or the Board of Commissioners defers a petition, it is the applicant's responsibility to contact the Zoning Division at (404) 730-7800 to pick up new signs and re-post the property 20 days prior to the next hearing date. When a petition is deferred by the Board of Commissioners for less than 20 days, posting an updated sign is not required.

C) **Adjacent Property Owner Notice:** By U. S. Mail, notices are sent to all property owners within 300 feet of properties subject to rezonings and/or use permits. Said notices are mailed 15 days prior to the Community Zoning Board hearing to property owners of record as shown on the current tax records of Fulton County as retrieved by the County's Geographic Information System.

**STAFF ANALYSIS:**

Prior to the public hearings, the Department of Environment and Community Development will publish its findings, recommendations and comments in the staff analysis. A staff analysis for each petition is available on the Monday before each public hearing after 10:00 a.m. Copies are available at the North Service Center (7741 Roswell Road), the South Service Center (5600 Stonewall Tell Road), the downtown location (141 Pryor Street, Suite 2085), and on the Department's website at **www.fultonecd.org**.

# APPLICATION FOR REZONING, USE PERMIT AND CONCURRENT VARIANCE

FULTON COUNTY

Fulton County Department of Environment and Community Development
Fulton County Government Center
141 Pryor Street, SW, Suite 2085
Atlanta, GA 30303

DATE: _____

TAX PARCEL IDENTIFICATION NUMBER(S): _____

## SECTION I — REZONING REQUEST

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): _____

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from _____ to _____.
Existing Zoning(s) — Proposed Zoning(s)

## SECTION II — USE PERMIT REQUEST

Office use only:
USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Article XIX of the Zoning Resolution, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

## SECTION III — CONCURRENT VARIANCE REQUEST(S)

Office Use Only:
VARIANCE CASE # _____

REQUEST 1) _____

REF. ARTICLE _____ SECTION _____

REQUEST 2) _____

REF. ARTICLE _____ SECTION _____

REQUEST 3) _____

REF. ARTICLE _____ SECTION _____

*Attach additional sheets as needed.*

## SECTION IV — OWNER/PETITIONER

**NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:**

a) If you are the sole owner of the property and not the petitioner complete Part 1.
b) If you are the petitioner and not the sole owner of the property complete Part 2.
c) If you are the sole owner and petitioner complete Part 1.
d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

---

**Part 1.** **Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.**

_____
TYPE OR PRINT OWNER'S NAME

_____
ADDRESS

_____
CITY & STATE ZIP CODE

_____ _____
OWNER'S SIGNATURE PHONE NUMBER

Sworn to and subscribed before me this the

_____ Day of _____ 20_____

_____
NOTARY PUBLIC

---

**PART 2.** **Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").**

_____
TYPE OR PRINT PETITIONER'S NAME

_____
ADDRESS

_____
CITY & STATE ZIP CODE

_____ _____
PETITIONER'S SIGNATURE PHONE NUMBER

Sworn to and subscribed before me this the

_____ Day of _____ 20_____

_____
NOTARY PUBLIC

---

## SECTION V — ATTORNEY / AGENT

Check One: [_____] Attorney [_____] Agent

_____
TYPE OR PRINT ATTORNEY / AGENT NAME

_____
SIGNATURE OF ATTORNEY / AGENT

_____
ADDRESS

_____
CITY & STATE ZIP CODE

_____ _____
PETITIONER'S SIGNATURE PHONE NUMBER

# ENVIRONMENTAL SITE ANALYSIS (ESA)
# FORM A

FULTON COUNTY

Provide a complete Environmental Site Analysis document fully addressing all items as required in sections 1 through 3 below. Attach this Form A to the front of the completed Environmental Site Analysis document (and any subsequent revisions) prior to submission. For additional information and questions, please contact the Office of Environmental Affairs at 404-730-8000.

ESA Revision Number: _____

Applicant: _____ Phone Number: _____

1. **CONFORMANCE WITH THE COMPREHENSIVE PLAN**. Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties. Include a site plan that depicts the proposed project.

   Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies. Information regarding Fulton County's Comprehensive Plan may be found online at http://wms.co.fulton.ga.us/.

2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT**. For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s). Cite the source of information regarding the presence or absence of environmental site features (e.g. according to the Fulton County website (http://wms.co.fulton.ga.us/), wetland areas are located on the northwest portion of the site).

   a. Wetlands

      - U. S. Fish and Wildlife Service, National Wetlands Inventory (http://wetlands.fws.gov/downloads.htm)
      - Georgia Geologic Survey (404-656-3214)
      - Fulton County Website (http://wms.co.fulton.ga.us/)
      - Field observation and subsequent wetlands delineation/survey if applicable

   b. Floodplain

      - Federal Emergency Management Agency (http://www.fema.org)
      - Fulton County Website (http://wms.co.fulton.ga.us/)
      - Fulton County Department of Environment and Community Development, Development Services Division
      - Field observation and verification

c. Streams/stream buffers

- Fulton County Website (http://wms.co.fulton.ga.us/)
- Field observation and verification

d. Slopes exceeding 33 percent over a 10-foot rise in elevation

- United States Geologic Survey Topographic Quadrangle Map
- Field observation and verification

e. Vegetation (including endangered species)

- United States Department of Agriculture, Nature Resource Conservation Service
- Field observation

f. Wildlife Species (including fish and endangered species)

- United States Fish and Wildlife Service
- Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
- Field observation

g. Archeological/Historical Sites

- Fulton County Historic Resources Survey
- Georgia Department of Natural Resources, Historic Preservation Division
- Field observation and verification

3. **PROJECT IMPLEMENTATION MEASURES**. Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.

b. Protection of water quality

c. Minimization of negative impacts on existing infrastructure

d. Minimization on archeological/historically significant areas

e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.

f. Creation and preservation of green space and open space

g. Protection of citizens from the negative impacts of noise and lighting

h. Protection of parks and recreational green space

i. Minimization of impacts to wildlife habitats

FULTON COUNTY

# IMPACT ANALYSIS
# FORM B

Applicant: _____

*Analyze the impact of the proposed rezoning and answer the following questions:*

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? _____

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? _____

3. Does the property to be rezoned have a reasonable economic use as currently zoned? _____

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? _____

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? _____

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal? _____

7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of Fulton County? _____

*Attach additional sheets as needed.*

FULTON COUNTY

# DISCLOSURE REPORT
# FORM C

Office use only:
REZONING PETITION #: _____ BOARD OF COMMISSIONER'S MEETING DATE: _____

**Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating $250.00 or more or made gifts having an aggregate value of $250.00 to a member of the Board of Commissioners.**

**CIRCLE ONE:** YES NO

If the answer is *YES*, proceed to sections 1 through 4.
If the answer is *NO*, complete only section 4.

1. **CIRCLE ONE:** Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3 and 4 below.
If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

| Name of Government Official | Total Dollar Amount | Date of Contribution | Enumeration and Description of Gift Valued at $250.00 or more |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) _____

Signature: _____ Date: _____

FULTON COUNTY

# PUBLIC PARTICIPATION PROGRAM

The Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development.

Part 1 of the process is the Public Participation Plan (Form D) which is required with all rezoning and/or use permit applications. The plan must be filed simultaneously with the application and implemented before the first public hearing. The minimum standards for the plan are as follows:

- Identification of all property owners within a quarter mile of the site and area homeowners' associations, environmentally stressed communities, political jurisdictions, and any other public agencies or organizations which may be affected by an application as determined by the applicant and the current planner at the time of the pre-application review.

- Explanation of how interested parties will be informed of rezoning/use permit applications.

- Methods for providing opportunities for discussion with interested parties before public hearings are held. Applicants are required to schedule at least one meeting at a convenient location and time and notify all interested parties, as identified above of the purpose, place and time of the meeting.

- Applicant's schedule for completion of the Public Participation Plan

Part 2 of the Public Participation Program is the Public Participation Report (Form E) which is required no later than seven(7) business days before the scheduled Board of Commissioners hearing. The minimum standards for the Report are as follows:

- Provide a list of all parties that were contacted, the methods of notification that were used, and copies of all notification letters.

- Provide dates and locations of all community and/or other meetings that were attended by the applicant to discuss an application. (attach meeting notices, letters, etc.)

- Provide the number of people who participated in meetings held to discuss an application. (attach sign-in sheets)

- A summary of concerns and issues expressed by interested parties.

- A summary of the applicant's response to concerns and issues.

FULTON COUNTY

# PUBLIC PARTICIPATION PLAN
# FORM D

Applicant: _____

1. The following individuals (property owners within a quarter mile of the property), homeowners associations, political jurisdictions, other public agencies, etc., will be notified in accordance with the requirements of Article 28.4.7 of the Zoning Resolution:

_____

_____

_____

_____

_____

_____

_____

_____

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

_____

_____

_____

_____

_____

_____

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

_____

_____

_____

_____

*Attach additional sheets as needed.*

FULTON COUNTY

# PUBLIC PARTICIPATION PLAN REPORT
# FORM E

Applicant: _____ Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

_____

_____

_____

_____

_____

_____

2. The following meetings were held regarding this petition: (Include the date, time and meeting location.)

_____

_____

_____

3. The following issues and concerns were expressed:

_____

_____

_____

4. The applicant's response to issues and concerns was as follows:

_____

_____

_____

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

*Attach additional sheets as needed.*

Revised 04/17/05

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FULTON COUNTY

# SITE PLAN CHECKLIST
# FORM F

*Site plans for rezoning and use permit must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:*

| ITEM # | DESCRIPTION | CHECK √ |
|---|---|---|
| 1 | Key and/or legend and site location map with North arrow | |
| 2 | Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning | |
| 3 | Acreage of subject property | |
| 4 | Location of land lot lines and identification of land lots | |
| 5 | Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property | |
| 6 | Proposed streets on the subject site | |
| 7 | Posted speed limits on all adjoining roads | |
| 8 | Current zoning of the subject site and adjoining properties | |
| 9 | Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property | |
| 10 | Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on adjacent properties within 400 feet of the subject site based on the County's aerial photography or an acceptable substitute as approved by the Director | |
| 11 | Location of proposed buildings (except single family residential lots) with total square footage | |
| 12 | Layout and minimum lot size of proposed single family residential lots | |
| 13 | Topography (surveyed or County) on subject site and adjacent property within 200 feet as required to assess runoff effects; Onsite areas with slopes greater than thirty-three percent (33%) shall be labeled and identified through cross-hatching and/or separate colors. | |
| 14 | Location of major overhead and underground electrical and petroleum transmission/conveyance lines | |
| 15 | Required and/or proposed setbacks | |
| 16 | 100 year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps | |
| 17 | Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed | |
| 18 | Required and proposed parking spaces; Loading and unloading facilities | |
| 19 | Lakes, streams and other waters on the site and associated buffers | |
| 20 | Proposed stormwater management facilities | |
| 21 | Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access | |
| 22 | Availability of water system and sanitary sewer system | |
| 23 | Tree lines, woodlands and open fields on subject site | |
| 24 | Entrance site distance profile assuming the driver's eye at a height of 3.5 feet (See Fulton County Subdivision Regulations | |
| 25 | Wetlands shown on the County's GIS maps or survey | |
| 26 | Airport noise contours on those properties within the FAR Part 150 Airport Noise Contour Map. | |

***See other side for required signatures.***

Office use only:

I hereby certify that I have completed a preliminary review of the site plan for this project and determined that it meets the minimum standards specified by Article 28.5.2 of the Fulton County Zoning Resolution.

Staff signature: _____ Date: _____

Plan Review Division
Environment and Community Development

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Article 28.5.2 of the Fulton County Zoning Resolution and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: _____ Date: _____

Applicant printed name: _____

# FEE SCHEDULE

| | | | | | | |
|---|---|---|---|---|---|---|
| EZONING: | | | | | | |
| EZONING ROM ANY ISTRICT | TO: | ACREAGE | | | | |
| | | 0 to 5 | 5+ to 10 | 10+ to 20 | 20+ to 100 | 100+ |
| | AG-1, R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-5A | $500 | $1,000 | $1,500 | $2,000 | $2,500 plus an additional $40 per acre for any portion thereof over 100 acres. Maximum fee = $10,000 |
| | R-6, TR, A, A-L, O-I, C-1, C-2, M-1A, M-1, M-2 | $750 | $1,500 | $2,000 | $2,500 | $3,000 plus an additional $50 per acre for any portion thereof over 100 acres. Maximum fee = $10,000 |
| | CUP, NUP, MHP | Any acreage: $2,000 plus $50 per acre or any portion thereof. Maximum fee = $10,000 | | | | |
| | MIX | Any acreage: $1,000 plus $50 per acre or any portion thereof. Maximum fee = $10,000 | | | | |
| SE PERMIT: | Mobile Home | $250 | | | | |
| | All Other Use Permits | $500 | | | | |
| EVISIONS: | Rezoning or Use Permit | $150 for each submittal of a revision | | | | |
| | Modification | $100 for each submittal of a revision | | | | |
| | Variance | $100 for each submittal of a revision | | | | |
| ONCURRENT ARIANCES: | Residential Districts: R-1, R-2, R-2A, R-3, R-3A, R-4, R-4A, R-5, R-5A, NUP, CUP, MHP | $250 plus $50 for each additional concurrent variance requested on the same piece of property | | | | |
| | AG-1, R-6, TR, A, A-L, O-I, C-1, C-2, M-1A, M-1, M-2, MIX and Nonresidential Uses in Residential Districts listed above | $350 plus $100 for each additional concurrent variance requested on the same piece of property | | | | |
| | All signs | $350 plus $100 for each additional request | | | | |
| ODIFICATIONS: | Any modification request | $300 plus $100 for each additional modification request on the same piece of property | | | | |

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fee schedule.doc

# Modification Application & Procedures

**Procedures And Information For Filing a Zoning/Administrative Modification and Concurrent Variance**
**Unincorporated Area of Fulton County**

ALL application forms are obtained from the Department of Environment and Community Development, Suite 2085, 141 Pryor Street, S.W., Suite 2085, Atlanta, Georgia, 30303 or @ www.FULTONECD.ORG. Phone 404-730-7800. **PLEASE READ ALL INSTRUCTIONS BEFORE FILING.** *NO FAXED COPIES NOR COPIES OF FAXED MATERIAL WILL BE ACCEPTED AS PART OF THIS APPLICATION PACKET.*

**TYPES OF MODIFICATION:**

1. **ADMINISTRATIVE MODIFICATION:** A modification of conditions to a Rezoning or Use Permit that do not require a public hearing. A decision will be made by the Director of the Department of Environment and Community Development and will be confirmed by the Fulton County Board of Commissioners.

2. **ZONING MODIFICATION:** A modification of conditions to a Rezoning or Use Permit, where public interest has been determined. This requires a public hearing by the Fulton County Board of Commissioners. The Department of Environment and Community Development will make a recommendation to the Board. A concurrent variance may be sought in connection with Zoning Modification requests and may be considered by the Board of Commissioners, if filed concurrently with the Zoning Modification petition.

## FILING REQUIREMENTS

**Applications will not be accepted after 4:00 PM.**

1. **PRE-APPLICATION REVIEW FORM:** Prior to submitting a modification of conditional zoning, you are required to meet with a current planner, who will review your proposal and issue a **pre-application review form**, which becomes part of your application packet. Call 404-730-7800 to make an appointment.

2. **APPLICATION FORMS: Three (3) copies are required.** ALL application forms must have the original signature(s) of the property owner, or attach a Power-of-Attorney, or documents showing an option to purchase the property.

3. **LEGAL DESCRIPTIONS: Three (3) copies are required.** The legal description, must be a metes and bounds description. It must establish a "point of beginning" and from said point of beginning give each dimension bounding the property, calling the directions, (such as north, northeasterly, southerly, etc.), the boundary follows around the property, returning to the "point of beginning", *or* if the property is in a recorded subdivision, a copy of the deed is acceptable.

4. **SITE PLAN: Five (5) copies are required**, one of which must be 8½" x 11". The site plan must illustrate the requested modification(s) and or concurrent variance(s). Site plans must be folded, drawn to scale and must not exceed 24" x 36". The required number is subject to change.

5. **TRANSPARENCY: One 8½" x 11" is required.** This must be a print of each site plan submitted. A transparency is required only if a **Zoning Modification is filed.**

6. **LETTERS OF INTENT: Three (3) copies are required**. The letter of intent must explain the circumstances

upon which the requested change of condition is based. Include the reason why development or use of the property cannot be accomplished without modification of a condition and identify the zoning/use permit case number and specific condition(s) being addressed.

7. **CONCURRENT VARIANCES TO ZONING MODIFICATIONS: One (1) extra copy** of the application form, legal description, letter of intent, and site plan is required. Variances sought in connection with a zoning modification may be considered by the Board of Commissioners, concurrently with a zoning modification if submitted for the same agenda. See Articles 22 and 28 of the Fulton County Zoning Resolution for additional information.

8. **ADJACENT PROPERTY OWNERS/NEIGHBORHOOD ASSOCIATION LETTERS: Two (2) copies are required IF THE REQUEST IS FOR AN ADMINISTRATIVE MODIFICATION, required at the time of filing.**

9. **DEPARTMENTAL SIGN-OFF LETTERS: Two (2) copies are required. If a request for an ADMINISTRATIVE MODIFICATION requires a sign-off by a Fulton County department or staff person, such as the Traffic Engineer or the Arborist, this letter is required at the time of filing.l**

10. **FEES:** Make **check payable to** FULTON COUNTY, GEORGIA. The policy for refunds of application fees in zoning matters will be as follows: (per Sec. 28-2-43 of the Georgia Code).

    1. If the application is accepted and filed with the Environment and Community Development Department as an official document, NO PART OF THE APPLICATION FEE WILL BE RETURNED.

    2. If the application is merely presented and returned to the applicant at his request, or at the suggestion of the staff, before any entry is made upon any county record, the full amount of the fee will be returned. (Code 1965, Sec. 66-232). Refunds subsequently requested in full or in part may be granted at the discretion of the Director.

**FEES**

| | |
|---|---|
| BASE FEE | $300. PLUS $100. FOR EACH ADDITIONAL MODIFICATION REQUEST ON SAME PROPERTY [E.G. 2(A), (B)] |
| CONCURRENT VARIANCE:<br>•SINGLE FAMILY RESIDENTIAL ZONING DISTRICTS [E.G. R-1, R-2]<br>•AG-1 FOR RESIDENTIAL USES ONLY | $250. PLUS $50. FOR EACH ADDITIONAL VARIANCE REQUEST ON SAME PIECE OF PROPERTY |
| •NON SINGLE RESIDENTIAL DISTRICTS [E.G. R-6]<br>•MULTI-FAMILY DISTRICTS [TR,A, A- L]<br>•0-I, MIX, C-1,C-2, M-1A, M-1, M-2 ZONING DISTRICTS<br>•AG-1 FOR NON-RESIDENTIAL USES ONLY<br>•ALL SIGNS | $350. PLUS $100. FOR EACH ADDITIONAL VARIANCE REQUEST ON THE SAME PIECE OF PROPERTY |
| REVISIONS | $50. |
| NOTE: THERE IS A 90% REDUCTION OF FEES ON ALL APPLICATIONS FILED ON PROPERTY LOCATED IN SOUTH FULTON COUNTY | |

**MEETING AND PUBLIC HEARINGS:**

- **SCHEDULE:** A schedule with deadlines and public hearing dates for **ZONING MODIFICATIONS** is obtainable

from the Department of Environment and Community Development.

- **COMMUNITY ZONING INFORMATION MEETING (CZIM):** CZIM meetings are held the second Thursday of every month at both Service Centers, depending of the location of the subject ZONING MODIFICATION, prior to the Board of Commissioners public hearing for the following month.

- **BOARD OF COMMISSIONERS (B0C) MEETING:** The first Wednesday of each month, except January, the BOC holds a public hearing to consider Zoning Modifications.

**POSTING OF SIGNS:**

- **"ORANGE" COMMUNITY ZONING INFORMATION MEETING (CZIM) SIGN:** This sign contains the CZIM date. The applicant will receive this sign (at the time of filing) for posting on **the property immediately**.

- **"YELLOW" PUBLIC NOTICE SIGN:** Sign(s) will be posted on the subject property **by the applicant** along each road frontage in a conspicuous place no later than 20 days prior to the Board of Commissioners hearing. At the time of filing the applicant will be given the necessary sign(s) and instructions on posting. **Failure to properly post the sign will result in delaying action on the petition to the next hearing date.**

- If the applicant seeks a deferral 15 days prior to the Board of Commissioners hearing it is the responsibility of **the applicant to pick up sign(s) and re-post the property for the next appropriate hearing.**

- If the sign is mutilated and/or removed, it is the applicant responsibility to obtain and re-post a new sign(s).

**NOTIFICATION FOR ZONING MODIFICATION:**

- Notice is mailed (by U.S. Mail) to all property owners within 300 feet of the subject property. Said notice is mailed no later than 15 days prior to the public hearing to property owners of record as shown on the real estate tax records of Fulton County.

- Published notice in a newspaper of general circulation no later than 15 days prior to the public hearing. The published notice contains the time, place, purpose of the hearing and the location of the property.

**Note:** An Administrative Modification that has been denied, may be appealed by filing for a Zoning Modification.

FULTON COUNTY

**APPLICATION FOR ADMINISTRATIVE/ZONING MODIFICATIONS AND CONCURRENT VARIANCES**
**UNINCORPORATED AREA OF FULTON COUNTY**

The undersigned, having an interest in the property herein described respectfully request:

**SECTION I ZONING MODIFICATION**
**#:**_____
**(To be assigned by Fulton County)**

[____] A. **ADMINISTRATIVE MODIFICATION: A modification of condition (s) to a of Rezoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Environment and Community Development, and will be confirmed by the Fulton County Board of Commissioners.**

[____] B. **ZONING MODIFICATION: A modification of condition(s) to a Rezoning or Use Permit, where public interest has been determined. This requires a public hearing by the Fulton County Board of Commissioners. The Department of Environment and Community Development will make a recommendation to the Board.**

**If "A" was denied, list previous case number: #M** _____

[____] C. **CONCURRENT VARIANCE REQUEST[S] TO MODIFICATION #VC,**_____
**(To be assigned by Staff)**

REQUEST 1)_____

REF: ARTICLE_____SECTION_____

REQUEST 2)_____

REF: ARTICLE_____SECTION_____

REQUEST 3)_____

REF: ARTICLE:_____SECTION_____

**SECTION II**

1) State the name of the Planner, who determined the type of Modification you should file.

_____

2) Identify the specific condition(s) being addressed in the application as provided by the Planner. State the condition number(s) and letter(s) (e.g. 2-b, 2-e). _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____, _____

3) Case file number of the Rezoning or Use Permit to which this application pertains._____ Current zoning _____

4) Attach a copy of Legal Description **[must be metes and bounds]**, *or* complete the following information if the property is within a recorded subdivision.

SUBDIVISION NAME: _____ UNIT/PHASE: _____

LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): _____

ROAD NAME:

DISTRICT/SECTION: _____/_____ RECORDED IN PLAT BOOK: _____ PAGE:

**SECTION III**

NOTICE: Sections III and/or IV below MUST be signed and notarized when application is submitted. If Section III is signed and notarized, applicant need only to complete Section IV as "Applicant", then notarization of Section IV is not necessary.

Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

TYPE OR PRINT OWNER'S NAME

ADDRESS

CITY & STATE ZIP CODE

OWNER OF PROPERTY (SIGNATURE)

PHONE NUMBER

Sworn to and subscribed before me this

_____ day of _____ 20____

NOTARY PUBLIC

**SECTION IV**

Applicant, if different from the Owner, states under oath that:

1) Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III; *or*

2) Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach copy of contract and type name of Owner as indicated in Section III; *or*

3) Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

APPLICANT (SIGNATURE)

TYPE/PRINT NAME OF APPLICANT

ADDRESS

CITY & STATE ZIP CODE

PHONE NUMBER

Sworn to and subscribed before me this

_____ day of _____ 20_____

NOTARY PUBLIC

Indicate which of the above is applicable 1: 2: 3

**SECTION V**

Attorney or Agent, if different from the applicant and/or owner

_____
SIGNATURE OF ATTORNEY OR AGENT CHECK ONE: [___] ATTORNEY [___] AGENT

_____
ADDRESS

_____
CITY & STATE ZIP CODE

_____
PHONE NUMBER

REVISED 11/01

# PROCEDURES AND INFORMATION FOR FILING APPEAL FOR VARIANCE

Application forms are available at the Department of Environment and Community Development (E&CD), 141 Pryor Street, S.W., Atlanta, Georgia 30303. Phone: (404) 730-7800 or at www.FULTONECD.ORG. **Read the following instructions prior to filing and please refer to the variance filing schedule. No faxed copies of the application will be accepted. A PRE-APPLICATION APPOINTMENT IS REQUIRED PRIOR TO FILING.**

## TYPE OF VARIANCES

Listed below are the type variances. Please identify the type variance requested and check the appropriate box in Section I, Section II or Section III of the VARIANCE APPLICATION.

### VARIANCES THAT DO NOT REQUIRE A PUBLIC HEARING :

A. **ADMINISTRATIVE**: These types of variances are handled administratively by the Department of Environment & Community Development.

1) **MINOR VARIANCES.** Administrative relief can only be sought from the minimum yard requirements of the zoning district not to exceed 10% of the setback. (Example: Front Setback 60 feet – 10%= 54 feet [6 foot variance]). Letters from adjoining property owners are required at the time of filing (Form letter included).

2) **ADMINISTRATIVE VARIANCE.** Administrative relief to standards of Article XXXIV, Development Regulations of the Fulton County Zoning Resolution or the Chattahoochee River Corridor Ordinance (i.e. sidewalk, curb and gutter, detention landscaping).

3) **ADMINISTRATIVE MINOR VARIANCE.** Administrative relief from the minimum yard setback requirements for one foot or less.

### VARIANCES THAT DO REQUIRE A PUBLIC HEARING :

B. **BOARD OF ZONING APPEALS (BZA):** The following variances require a public hearing and action by the BZA.

1) **PRIMARY VARIANCE.** Applicant seeks relief from the provisions of the Zoning Resolution. All such appeals shall be heard by the Board of Zoning Appeals and shall be accompanied with a statement of hardship (See enclosed Variance Considerations).

2) **SECONDARY VARIANCE.** Applicant seeks to appeal a decision of the Department of Environment and Community Development or seeks to appeal a decision on an Administrative Variance, Minor Variance or Zoning Resolution Interpretation.

3) **BUILDING CODE VARIANCE.** Provides relief from Fulton County Building Code. A Letter of Non-Compliance from the Fulton County building official reviewing plans shall be filed with application.

**Fulton County**
**Zoning Resolution**
**Article 22.3.1** **VARIANCE CONSIDERATIONS**. Variances may be considered in all districts except

CUP (Modifications apply to CUP Districts and zoning conditions). Primary Variances and concurrent variances shall only be granted upon showing that:

A. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the Zoning Resolution; or,

B. The application of the particular provision of the Zoning Resolution to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or;

C. Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

---

## APPLICATION REQUIREMENTS

**ALL APPLICATION SUBMITTALS MUST BE DONE IN PERSON. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. PLEASE REFER TO THE INFORMATION BELOW AND THE ENCLOSED CHECK SHEET FOR DOCUMENTS AND NUMBER OF COPIES NEEDED FOR FILING**. The following MUST be submitted with a Variance request:

**A.** **VARIANCE REVIEW FORM.** A "Variance Review Form" shall be completed in a PRE-APPLICATION MEETING with the Planner. The completion of this form is required as a part of your application packet. You must provide the reviewing planner with a detailed site plan and/or sign details of variance subject so an accurate assessment of the request and appropriate Zoning Resolution standards to be appealed. **Contact Staff at 404-730-7800 to make an appointment for a pre-application meeting.**

**B.** **VARIANCE QUESTIONNAIRE.** A "Variance Questionnaire" shall be completed by the applicant in preparation for filing a variance application. The questionnaire is designed to establish facts and background information pertaining to the subject variance request.

**C.** **APPLICATION FORM.** Variance Applications must have an original NOTARIZED SIGNATURE of the property owner of record or a notarized statement by the appellant acting as power of attorney for property owner. Where there are multiple owners, notarized signature of each and all owners must be submitted with the application. A VARIANCE REQUEST DENIED BY THE BOARD OF ZONING APPEALS CANNOT be resubmitted for a period of six (6) months from the date of the DENIAL). **One (1) Original Notarized Copy for each property owner and four (3) copies.**

**D.** **LEGAL DESCRIPTION/SURVEY.** A "Metes & Bounds" legal description or survey of the subject property must be submitted with the Variance Application. Legal Descriptions or surveys must establish a point of beginning and from said point of beginning, give each dimension bounding the property, calling the directions (such as north, northeasterly, etc.) and returning to the "point of beginning". **Four (4) copies**.

E. **LETTER OF APPEAL.** The letter of appeal shall be addressed to Steve R. Cover, Director of E&CD and shall state in detail the proposed project, the variance request, and a hardship statement stating that the granting of a variance will alleviate some demonstrated and unusual hardship for which a variance from the Zoning Resolution is warranted. **Eleven (11) copies** for a Primary or Secondary Variance. **Four (4) copies** for Minor, Administrative and Administrative Minor Variances.

F. **SITE PLAN.** The site plan must show property boundaries, adjoining streets and roads, proposed and existing structures such as buildings, signs, and fences. The subject

encroachment or variance site shall be noted on the site plan with existing and proposed setback dimensions. (See enclosed Site Plan Characteristics). A topography map of the site shall be provided when a variance is based on difficult terrain. An **82" x 11** reduction of the site plan and/or structure elevations must be submitted for all primary and secondary variances, including sign variances. **Four (4) copies**.

G. **SKETCH OF SIGN(S), if applicable.** If the variance request is for a sign, a sketch, photo or drawing of the sign structure is required. A building wall elevation is required if a wall sign. All drawings shall be provided with dimensions and drawn to scale with total square footages of signs/walls. **One (1) 82" x 11" Transparency of the sign is required. Four (4) copies.**

H. **PLANS/DRAWINGS, for Building Code Variances.** If the variance request is for a building code violation, the applicant shall submit plans or drawings that support the request. **Four (4) copies .**

**Include with Minor Variance**

I. **ADJACENT PROPERTY OWNER LETTERS.** Minor Variance Applications shall accompany letters of support from all adjoining property owners. (See enclosed Adjacent Property Owner Form Attestation Letter)

**Include with Secondary Variance**

J. **ADVERSE DECISION LETTER.** The applicant shall provide a copy of the ADecision Letter from which the adverse decision is being appealed or interpretation is based upon.

**Include with Building Code Variance**

K. **ADVERSE DECISION LETTER.** The applicant shall provide a copy of the ADecision Letter from which the adverse decision is being appealed or interpretation is based upon.

L. **LETTER OF NON-COMPLIANCE**. The Department of Environment and Community Development reviewing officer shall provide you with a letter of non-compliance to be filed along with your variance application and presented to staff in a pre-application meeting. Contact the Plan Review Division of the Department of Environment and Community Development between 8:30 a.m. to 4:00 p.m., Monday - Friday. Phone: (404) 730-7800.

**PUBLIC HEARING AND FILING DEADLINES:**

- **SCHEDULE.** A schedule of public hearing dates and filing deadlines for variances requiring a public hearing is included in the application package. Please adhere to the filing and posting deadlines to remain on schedule. **Incomplete applications will result in a delay in filing which may affect public hearing date.**

- **FULTON COUNTY BOARD OF ZONING APPEALS.** The Board of Zoning Appeals (BZA) hearings are held the third Thursday of every month at 1:00 p.m. in the Assembly Hall of the Fulton County Government Center. **The applicant or agent must attend the public hearing.** Any voluminous presentation of documents shall be filed with the Department of Environment and Community

Development a minimum of 15 days in advance of the public hearing. Presentations at the meeting will not guarantee the BZA=s review or consideration.

**NOTIFICATION:**

- **POSTING OF PUBLIC NOTICE SIGN(S). The applicant shall post notification signs on each road frontage of the subject property in a conspicuous place no later than 20 days prior to the Board of Zoning Appeals hearing.** At time of filing the applicant will be given the necessary sign(s) and instructions on posting. **Failure to properly post the sign will result in delaying action on the variance request.** If the sign is damaged or removed it is the applicant=s responsibility to obtain and re-post new sign(s). **Posting Deferred Cases.** If the petition is held/deferred, **it is the responsibility of the applicant to obtain and post sign(s) with the revised hearing date, a minimum of 20 days prior to new BZA hearing date.**

- **SURROUNDING PROPERTY OWNERS.** For all variances, excluding Administrative Minor Variances, the Department of Environment and Community Development shall provide written notice by U.S. Mail to all property owners within 300 feet of the subject property as shown on Fulton County=s Tax Records. Said notice of the BZA hearing is mailed no later than 15 days prior to the public hearing date.

- **NEWSPAPER.** For all Primary, Secondary and Building Code Variances, the Department of Environment and Community Development shall publish in a newspaper of general circulation a notice of the public hearing no later than 15 days prior the public hearing of the Board of Zoning Appeals. The published notice contains the time, place, purpose of the hearing and the location of the property.

$ **DECISION**. Notice of decisions from the Board of Zoning Appeals shall be mailed seven days following the date of decision for all Primary and Secondary Variances. Administrative and Minor variance decisions will be provided in writing following administrative review. Appeals to Primary and Secondary variance decisions shall be filed with the Fulton County Superior Court within 30 days of the decision. Appeals to other variances, administratively handled shall be filed within 30 days of the Department=s decision to the Board of Zoning Appeals via a Secondary Variance Application.

**VARIANCES ARE VALID FOR A PERIOD OF 36 MONTHS IF NOT USED. EXTENSIONS MAY BE SOUGHT UNDER PROVISIONS OF ARTICLE XXVIII. IF DENIED, ANOTHER APPLICATION FOR THE SAME VARIANCE CAN NOT BE CONSIDERED FOR AT LEAST SIX (6) MONTHS FROM THE DECISION DATE.**

**FEES:**

**VARIANCE FEE.** **All Variance Applications must be accompanied with the appropriate fee at the time of filing.**

| | |
|---|---|
| SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS, AG-1 DISTRICT FOR RESIDENTIAL USES ONLY | $250.00 plus $50.00 for each additional variance request on the same piece of property * |
| MULTI-FAMILY DISTRICTS<br>NON-RESIDENTIAL DISTRICTS<br>COMMERCIAL USES IN RESIDENTIAL OR AG-1 DISTRICTS | $350.00 plus $100.00 for each additional variance request * |
| ALL SIGNS | $350.00 plus $100.00 for each additional request * |

**** APPLICATION FEES FOR SOUTH FULTON PROPERTIES ARE NO LONGER SUBJECT TO A REDUCTION IN FEES. THE REQUIRED FILING FEES ARE OUTLINED ABOVE.***

**APPLICATION REVISION FEE.** Any revision to a variance application after filing (includes revisions to the number of variances requested, site plan, and or letter of appeal) shall be subject to a $50.00 filing fee. Additional variances not previously filed will also incur an additional fee per request as noted above.

**RETENTION OF FILING FEE**. The policy for refunds of application fees ( Section 28-2-43) is as follows:

1. If the application is accepted and filed with the Director, as an official document, no part of the application fee will be returned.

2. If the application is returned to the applicant at his request, or at the suggestion of the staff, before any entry is made upon any County record, the full amount of the fee will be returned. (Code 1965, Sec. 66-232)

**NOTE:** **IF YOU HAVE ANY QUESTIONS CONCERNING THESE VARIANCE FILING PROCEDURES, PLEASE CALL THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT AT 404-730-7800.**

**PLEASE MAKE APPOINTMENT FOR PRE-APPLICATION MEETING (Phone: 404-730-7800).**

**IT IS IMPORTANT THAT YOU ATTEND THE PUBLIC HEARING TO PRESENT HARDSHIP.**

**DEPARTMENT OF ENVIRONMENT**
**AND COMMUNITY DEVELOPMENT**
141 Pryor Street, S.W.
Suite 2085
Atlanta, Georgia 30303
Telephone: (404) 730-7800
Fax: (404) 730-7818

FULTON COUNTY

**STEVEN R. COVER**
**Director**

# VARIANCE QUESTIONNAIRE

*Please review the enclosed Procedures and Information before completing this questionnaire. Answer all applicable questions to the best of your knowledge. The information submitted will assist in the appropriate filing of your request.*

**TYPE OF VARIANCE**:

- Administrative Minor
- Administrative
- Minor
- Primary
- Secondary/Interpretation
- Building Code/Impact Fee
- River Corridor
- Subdivision Regulations

Property Location
Street
Address_____

Development Name_____Dist._____L.
L.(s)_____

Contact
Person_____Phone_____

Mailing
Address_____
_____

Contact Person Status: • Property Owner • Agent/Applicant • Attorney

**ACTION REQUIRING VARIANCE**:

- Existing
- New Construction
- Addition
- Alteration

**TYPE IMPROVEMENT**:

- Principal Structure
- Accessory Structure
- Fence/Wall
- Sign(s)
- Parking
- Landscape Area
- Buffer
- Other

If Other Explain. If Accessory Structure: State Attached or Detached, Use and Size:

_____

If Sign Variance, Are there existing signs on subject property? State type sign(s).

_____

Do existing signs comply with Zoning Standards? _____

Have a Fulton County building permit been issued for the subject structure or improvement under variance appeal? _____Permit No.:_____

Have a Fulton County land disturbance permit been filed or issued for this improvement? _____ Permit No.:_____

If a new subdivision, Have a final subdivision plat been approved by Fulton County?_____

Through what contact did you learn that you needed to apply for a variance?

__Plan Review __Citation/Warning __Permit Denial County Contact Person:_____

Comments (Attach related documents i.e. citation, correspondence):_____

_____

_____

**Please respond if you have knowledge of the following:**

Any previous variance(s) granted on this property?_____Case No.:_____

Any previous zoning activity?_____ Case No.:_____ Zoning District (if known):_____

Does request comply with approved conditions of zoning per zoning case?_____

Are you located within a designated Overlay District? Identify.

- Cascade
- Sandtown
- Johns Creek
- State Route 9
- Old National
- Northwest Fulton
- Sandy Springs

Any contact with community representative(s)? If so, state name _____

Any contact with adjoining property owner(s) regarding variance?_____

Any documentation of support? (If so, please attach)_____

**The "Letter of Appeal" should state the hardship, background and justification for the variance request and any additional information to support the request. The hardship should address the property's limitation preventing compliance to the zoning standards.**

## AREA OF VIOLATION

Check below the area of property where violation exist and state request to **delete, reduce, or increase**. Variance location shall be identified on site plan.

***Request Example: To reduce the front yard setback from 35 feet to 20 feet***

---

• Front Yard • Side Yard( __Interior__Exterior) • Rear Yard • Sidewalk

• Lot Width • Bldg. Line • Sign Area • Sign Setback • Sign Height

• Height • Buffer Area • Landscape Area • Improvement Setback

• Other: _____ State Request 1: _____

---

• Front Yard • Side Yard( __Interior__Exterior) • Rear Yard • Sidewalk

• Lot Width • Bldg. Line • Sign Area • Sign Setback • Sign Height

• Height • Buffer Area • Landscape Area • Improvement Setback

• Other:_____ State Request 2:_____

---

• Front Yard • Side Yard( __Interior__Exterior) • Rear Yard • Sidewalk

• Lot Width • Bldg. Line • Sign Area • Sign Setback • Sign Height

• Height • Buffer Area • Landscape Area • Improvement Setback

• Other:_____ State Request 3:_____

_____

- Front Yard
- Side Yard( __Interior__Exterior)
- Rear Yard
- Sidewalk
- Lot Width
- Bldg. Line
- Sign Area
- Sign Setback
- Sign Height
- Height
- Buffer Area
- Landscape Area
- Improvement Setback
- Other:_____

State Request 4:_____

_____

DEPARTMENT OF ENVIRONMENT & COMMUNITY DEVELOPMENT
FULTON COUNTY GOVERNMENT CENTER
141 PRYOR STREET, S.W., SUITE 2085
ATLANTA, GEORGIA 30303
www.FULTONECD.ORG
404 730-7800

FULTON COUNTY

# VARIANCE APPLICATION

DATE_____

**CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPE IN SECTION I OR II.**

**SECTION I VARIANCES REQUIRING PUBLIC HEARING BY THE BOARD OF ZONING APPEALS**

[____] 1) **PRIMARY VARIANCE:** Seeks relief from the Zoning Resolution and other County Ordinances

[____] 2) **SECONDARY VARIANCE:** Interpretations, relief of an adverse decision by any official of Fulton County (Article 22.3), or relief from Minor, Administrative or Administrative Minor requests

[____] 3) **BUILDING CODE VARIANCE**: Seeks relief from building construction designs that conflict with the Fulton County Building Code.

---

**SECTION II MINOR, ADMINISTRATIVE & ADMINISTRATIVE MINOR VARIANCES [NO PUBLIC HEARING IS REQUIRED]**

[____] 1) **MINOR VARIANCE** - Relief from the minimum yard requirements, not to exceed 10% of required setback (35 foot front yard = 3.5 foot variance)

[____] 2) **ADMINISTRATIVE VARIANCE** - Relief from the requirements of Article XXXIV, Development Regulations and other Development Standards of the Zoning Resolution

[____] 3) **ADMINISTRATIVE MINOR VARIANCE** - Relief requiring 1 foot or less from required building setback

---

**SECTION III LEGAL DESCRIPTION OF PROPERTY**

SUBDIVISION NAME:_____UNIT/PHASE:_____LOT NO(S):_____

LAND LOT(S) : _____ DISTRICT:_____ TAX ID:_____

PROPERTY ADDRESS (REQUIRED)_____LEGAL ROAD FRONTAGE_____

Legal description/survey must match submitted site plan.

**SECTION IV**

**A. OWNER INFORMATION**

Owner* states under an oath that he or she is the owner of the property described in the attached legal description.
***[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]***

_____
TYPE OR PRINT OWNER'S NAME

_____
ADDRESS

_____
CITY, STATE & ZIP CODE

_____
OWNER=S SIGNATURE

_____
OWNER=S SIGNATURE

[_____] _____
AREA CODE/ PHONE NUMBER

Sworn to and subscribed before me this_____day of
_____
_____20_____

_____
NOTARY PUBLIC

**B. APPLICANT INFORMATION**

Notarized authorization of the applicant signature is required if applicant have owner's power of attorney.

_____
TYPE OR PRINT APPLICANT=S NAME

_____
ADDRESS

_____
CITY , STATE & ZIP CODE

_____
APPLICANT SIGNATURE

[_____] _____
AREA CODE/PHONE NUMBER

Sworn to and subscribed before me this _____day of
_____
_____20_____

NOTARY PUBLIC

**C. ATTORNEY/AGENT INFORMATION**

**CHECK ONE: [_____] ATTORNEY** **[_____] AGENT**

_____
TYPE OR PRINT ATTORNEY/AGENT NAME

_____
ADDRESS

_____
CITY, STATE & ZIP CODE

[_____] _____
AREA CODE/PHONE NUMBER

_____
SIGNATURE OF ATTORNEY/AGENT

# ADJOINING PROPERTY OWNER ATTESTATION
(MINOR VARIANCE ONLY)

Name of Person(s) Requesting Variance(s):_____
for property located at _____ Fulton County, Georgia.

The variance is from the standards of the Fulton County Zoning Resolution pertaining to a request: _____

_____

---

I (We) the current property owner(s) of property located at
_____,
Georgia **DO NOT OBJECT** to the requested variance(s).

_____ _____
Property Owner Property Owner

---

I (We) the current property owner(s) of property located at_____,
Georgia **DO OBJECT** to the requested variance(s).

_____ _____
Property Owner Property Owner

---

***Please return this signed form of adjoining property owner(s) signatures with the variance application (note the adjoining property owner configuration illustrated on the next page).***

FULTON COUNTY

FULTON COUNTY

# CHECK SHEET

**THE FOLLOWING DOCUMENTS ARE REQUIRED FOR VARIANCE SUBMITTAL.**

**SECTION I** # **Primary Variance/Secondary Variance**

copies

_____ 4 Variance Review Form (To be completed by staff in a scheduled Pre-App Meeting)
_____ 4 Variance Questionnaire (To be completed by applicant)
_____ 4 Variance Application (Requires one original notarized signature of property owner)
_____ 4 Legal Description or Surveyed Plat of Subject Property (metes & bounds)
_____ 4 Site Plans (Requires scaled drawings)
_____ 4 Sign or wall elevations with dimensions (if applicable)
_____ 4 Topo Map, if applicable (or other Illustrations or Documents to support hardship)
_____ 4 8 ½ x 11 Reduction of Site Plan or other renderings
_____ 11 Copies of Appeal Letter (Must clearly state request, background and hardship)

**SECTION II** # **Minor Variance/Administrative Variance/Administrative Minor Variance**

copies

_____ 4 Variance Review Form (To be completed by staff in a scheduled Pre-App Meeting)
_____ 4 Variance Questionnaire (To be completed by applicant)
_____ 4 Variance Application (Requires notarized signature of property owner)
_____ 4 Legal Description or Surveyed Plat of Subject Property (metes&bounds)
_____ 4 Site Plans (Requires scaled drawings)
_____ 4 Topo Map, if applicable (or other Illustrations or Documents to support hardship)
_____ 4 Copies of Appeal Letter (Must clearly state request, background and hardship)
_____ Original Letters from Adjoining Property Owners (Minor Variance Only)

**SECTION III** # **Building Code Variance / Impact Fee Ordinance**

copies

_____ 4 Variance Review Form (To be completed by staff in a scheduled Pre-App Meeting)
_____ 4 Variance Application (Requires notarized signature of property owner)
_____ 4 Legal Description or Surveyed Plat of Subject Property (metes & bounds)
_____ 4 Plans or Documents to support request (If applicable)
_____ 11 Building Code "Letter of Non-Compliance"
_____ 11 Copies of Appeal Letter (Must clearly state request, background and hardship)

**INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED**
**THE APROPRIATE FEE SHALL ACCOMPANY THE VARIANCE FILING.**

FEES:

| | |
|---|---|
| -RESIDENTIAL ZONING DISTRICTS<br>-AG-1 FOR RESIDENTIAL USE | $250. PLUS $50 FOR EACH ADDITIONAL REQUEST ON SAME ROPERTY |
| -NON-RESIDENTIAL DISTRICTS<br>-MULTI-FAMILY DISTRICTS<br>-COMMERCIAL USES IN RESIDENTIAL<br>-ALL SIGN REQUESTS | $350 PLUS $100 FOR EACH ADDITIONAL REQUEST ON SAME PROPERTY |
| REVISIONS | $50 |