



FULTON COUNTY



**PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL NO. #07RFP54890K-JD**

**ENGINEERING CONSULTANT SERVICES FOR
T209 – OLD NATIONAL HIGHWAY/SR 279 STREETScape
T211 – OLD NATIONAL HIGHWAY/SR279 ATMS IMPROVEMENTS**

For

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

PRE-PROPOSAL CONFERENCE: 2:00 P.M., Thursday, March 1, 2007

RFP DUE TIME AND DATE: 11:00 A.M., Monday, March 26, 2007

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

E-MAIL: joyce.daniel@fultoncountyga.us

LOCATION: FULTON COUNTY PURCHASING DEPARTMENT

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

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SECTION I. INTRODUCTION

1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia (“COUNTY”) is requesting a technical and cost proposal for Engineering CONSULTANT Services.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the COUNTY is soliciting Proposals from qualified Proposers for the following projects:

T209-OLD NATIONAL HIGHWAY/SR279 STREETScape

T211-OLD NATIONAL HIGHWAY/SR279 ATMS IMPROVEMENTS

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 work to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

T209-OLD NATIONAL HIGHWAY/SR279 STREETScape

This Project is located in South Fulton County on SR279 (see Exhibit M, Project Location Map). This improvement consists of transit-oriented pedestrian improvements along Old National Hwy/SR 279 that includes new sidewalks, pedestrian-scale lighting (coordination with Georgia Power required) and associated landscaping along the corridor from the existing streetscape at Flat Shoals Road to Sullivan Road (inclusive). The proposed streetscape design should mimic and build upon the existing streetscape at Flat Shoals Road and Old National Highway.

T211-OLD NATIONAL HIGHWAY/SR279 ATMS IMPROVEMENTS

This Project is located in South Fulton County on SR279 (see Exhibit M, Project Location Map). This improvement consists of the design of and preparation of bid documents for the installation of fiber optic interconnect cable and upgrades to the traffic signal system. It also includes a connection to the Fulton County Traffic Control Center near the SR279/I-285 interchange. The limits begin at the intersection of S.R. 138, Jonesboro Road, and end at the I-85 Control Center.

The proposed Project as described in Exhibit I, Scope of Services, is federally funded. The GDOT Project Identification (P.I.) number is for T209 Old National Hwy/SR 279 Streetscape improvements is 0006912 and for T211 Old National Hwy/SR 279 ATMS improvements is 0006731. This Project requires coordination with GDOT, Fulton County, the City of College Park (T209 only), and shall follow

the most current GDOT Plan Development Process and Federal requirements to obtain Federal funds.

1.3 PURCHASING THE RFP

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

1.4 PRE-PROPOSAL CONFERENCE

The COUNTY will hold a Pre-Proposal Conference, on **Thursday, March 1, 2007 at 2:00 P.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 Monday, **March 26, 2007 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County 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 and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.7 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Joyce Daniel, Assistant Purchasing Agent, Fulton County Department of Purchasing and Contract Compliance, 130 Peachtree Street, S. W., Suite 1168, Atlanta, Georgia 30303, 404-730-5824 or Fax 404-335-5806.** Any response made by the COUNTY will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION II. 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.

Calendar Day – all days on the calendar to include Saturdays, Sundays, and Holidays

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.

Offeror – the entity of 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 of 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.

Final Affidavit – Form to be submitted upon submittal of final invoice by Prime Consultant.

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.

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- 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 **Thursday, March 15, 2007 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the COUNTY to respond to any or all requests for clarification or interpretation, and that the COUNTY'S failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing
Attn: Joyce Daniel, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303

Email: joyce.daniel@fultoncountyga.gov
404-730-5824 or 404-335-5806 Fax

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

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

During the period provided for the preparation of Proposals, the COUNTY may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the COUNTY and will constitute a part of this RFP. Each Proposer is required to acknowledge 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 CONTRACT TERM

The consultant shall not begin any work under the term of this agreement until authorized in writing by Fulton County and evidenced by a Notice to Proceed. This AGREEMENT shall commence from the date of Notice to Proceed issuance and is subject to and funded through Capital Improvements Funds. Notwithstanding the foregoing, this AGREEMENT shall continue until Fulton County has received and accepted all deliverables, but in no event shall this AGREEMENT extend beyond December 31, 2009 unless the same is amended. Time is of the essence in this AGREEMENT and the CONSULTANT shall perform its responsibilities for the PROJECT in accordance with Exhibit J - Project Schedule attached hereto and incorporated by reference herein. The CONSULTANT shall prepare a schedule showing milestone completion dates within **360** calendar days. The calendar days excludes plan reviews.

2.6 REQUIRED SUBMITTALS

See subsection 3.6 for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

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

2.8 DISQUALIFICATION OF PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The COUNTY assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the COUNTY will not be bound by or be responsible for any explanation or

interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

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

2.14 RESPONSIBILITY OF PROPOSER

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

2.15 CONFIDENTIAL INFORMATION

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

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

2.16 COUNTY RIGHTS AND OBLIGATIONS

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,

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

- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation, and selection process undertaken in connection with this procurement, and any negotiations with the COUNTY will be borne by the Proposer.
- The COUNTY reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the COUNTY'S determination.
- The COUNTY may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The COUNTY reserves the right to waive any technicalities or irregularities in the Proposals.
- The COUNTY reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The COUNTY may request Proposers to send representatives to the COUNTY for interviews and presentations.
- To the extent deemed appropriate by the COUNTY, the COUNTY may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The COUNTY reserves the right to discontinue negotiations with any selected Proposer.
- The COUNTY reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the COUNTY and will not be returned, and the COUNTY reserves the right to utilize all such information contained in the Proposals without further cost to the COUNTY
- The COUNTY may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the COUNTY, its staff, its representatives, nor any of its CONSULTANTS or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

- The COUNTY, including its representatives and CONSULTANTS, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The COUNTY reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract

Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the Project Manager of Program Management/Construction Management , or designated representative of the department.

**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE
REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

**RFP #07RFP54890K-JD - Engineering Consultant Services for:
T209-OLD NATIONAL HWY/SR 279 STREETSCAPE
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The following information pertains to the submission of a proposal to Fulton County ("COUNTY"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

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

Joyce Daniel, Assistant Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the COUNTY.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

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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.

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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.

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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

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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 III. PROPOSAL REQUIREMENTS

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the COUNTY in a sealed package no later than **Monday, March 26, 2007 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #07RFP54890K-JD
Fulton County Department of Purchasing and Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta, GA 30303**

The proposal shall consist of all documents referenced in subsection 3.6. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

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

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES. 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#04RFP54890K-JD
Engineering Consultant Services for: T209 – OLD NATIONAL HWY/SR 279
STREETScape, T211 – OLD NATIONAL HWY/SR 279 ATMS
IMPROVEMENTS
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

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

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The services to be furnished by the CONSULTANT under this Request for Proposal shall be those as described in exhibit I.

T209-OLD NATIONAL HIGHWAY/SR279 STREETSCAPE

This Project is located in South Fulton County on SR279 (see Exhibit M, Project Location Map). This improvement consists of transit-oriented pedestrian improvements along Old National Hwy/SR 279 that includes new sidewalks, pedestrian-scale lighting (coordination with Georgia Power required) and associated landscaping along the corridor from the existing streetscape at Flat Shoals Road to Sullivan Road (inclusive). The proposed streetscape design should mimic and build upon the existing streetscape at Flat Shoals Road and Old National Highway.

T211-OLD NATIONAL HIGHWAY/SR279 ATMS IMPROVEMENTS

This Project is located in South Fulton County on SR279 (see Exhibit M, Project Location Map). This improvement consists of the design of and preparation of bid documents for the installation of fiber optic interconnect cable and upgrades to the traffic signal system. It also includes a connection to the Fulton County Traffic Control Center near the SR279/I-285 interchange. The limits begin at the intersection of S.R. 138, Jonesboro Road, and end at the I-85 Control Center.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's project approach.

EXAMPLE

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

3.4.1 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.

3.4.2 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 Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used.
3. Description of project deliverables.

3.4.3 Project Team Qualifications/ Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. The Project Manager must have a minimum of five (5) years experience in the State of Georgia in Road Design.
3. Each resume should be limited to no more than two (2) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Previous Work Experience related to Road Design

- Include two (2) references for each key personnel member on similar projects.
- Include the role and responsibilities that each key personnel member will perform on this project.

3.4.4 Relevant Project Experience

In accordance with the minimum qualifications of this RFP, identify three (3) projects where the Proposer has performed in at least three (3) areas of **Road Design** within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

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

3.4.5 Proposer Financial Information

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

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

Financial Statement/Capability

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

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet and/or Value Line Reports.
- (4) Documentation and discussion of the financial condition and capability of the Proposer (s).

- (5) State whether the Proposer or any member of the Proposer's team has ever filed a petition for bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors, or otherwise sought relief from creditors. If yes, please provide an explanation of the circumstances.

3.4.6 Availability of Key Personnel

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

3.4.7 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 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 in accordance with **Exhibit H, General Conditions**. The Cost Proposal shall include current information.

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3.5.3 Cost Proposal

ITEM	Project T209	Project T211
Database	\$	\$
Concept Drawings	\$	\$
Public Meeting Attendance & Displays (2meetings minimum)	\$	\$
Preliminary Plans – Roadway	\$	\$
Preliminary Plans – Bridge	\$	\$
Final Right-of-Way Plans	\$	\$
Final Design & Construction Plans, Specifications, and Cost Estimates – Roadway	\$	\$
Final Design & Construction Plans, Specifications, and Cost Estimates – Bridge	\$	\$
Flood Study / Hydrology Report	\$	\$
Right of Way Staking	\$	\$
Required Permits – USCOE, Fulton County Land Disturbance, PCN, etc.	\$	\$
Geotechnical Investigations	\$	\$
NPDES Permitted Plans	\$	\$
Review of Shop Drawings & Misc. Post Design Services	\$	\$
Public Meeting Information Signs (As Required) (Mailings, Manufacturing & Installation) (Maximum of 2 Public Information Meetings)	\$	\$
Special Studies (As Required)	\$20,000	\$20,000
SUBTOTAL	\$	\$
CONTINGENCY (Before performing any additional services, the CONSULTANT shall obtain written approval from Department of Public Works; contingency amount shall be 15% of Base Bid)	\$	\$
TOTAL (EACH PROJECT)	\$	\$
TOTAL (BOTH PROJECTS)	\$	

3.6 REQUIRED PROPOSAL SUBMITTAL CHECK LIST FOR REQUEST FOR PROPOSAL (RFP)

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

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

Item #	Required Bid Submittal Check List	(√)
1	One (1) Proposal marked " Original ", five (5) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position. (2) Latest quarterly financial report, description of material, changes in financial position since last the last annual report. (3) Most recent Dun & Bradstreet and/or Value Line Reports. (4) Documentation and discussion of the financial condition and capability of the Proposer(s). (5) Statement regarding Proposer's team filing for bankruptcy, insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors. Availability of Key Personnel Location of Firm	
6	Proposal Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Prime Bidder/Offeror Form C: Non-Collusion Affidavit of Sub-contractor Form D: Certificate of Acceptance of Request for Bid/Proposal Requirements Form E: Offerors Disclosure Form & Questionnaire	
7	Contract Compliance Requirements 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 Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices	

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	Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
8	Insurance and Risk Management Forms	

SECTION IV. EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation and Selection Criteria	
Project Plan	30 points
Project Team Qualifications/ Qualifications of Key Personnel	20 points
Relevant Project Experience	20 points
Proposer Financial Information	5 points
Location of Firm	10 points
Cost Proposal	15 points
Total Points	100 points

SECTION V. 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.

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

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

5.2.1 Certification Regarding Debarment

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

5.2.2 Non-Collusion Affidavit

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

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

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

5.2.4 Contractor or Proposer's Disclosure Form and Questionnaire

Proposer shall complete and submit Form 4.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

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

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

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

(a) **Authority to suspend.**

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the COUNTY Manager and the COUNTY Attorney shall have the authority to suspend an entity for cause from consideration for award of COUNTY contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or

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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 statutes arising out of the solicitation and submission of bids and proposals;
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a COUNTY contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the COUNTY as a minority business enterprise; or
 - d. Falsification of any documents.
- (i) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (ii) Knowing misrepresentation to the COUNTY, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as

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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]

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

On this _____ day of _____, 2007

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA, COUNTY OF FULTON

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 _____, 2007.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

COUNTY: _____

Commission Expires: _____

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NOTE:

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

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

FORM C: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA, COUNTY OF FULTON

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 _____, 2007.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

COUNTY: _____

Commission Expires: _____

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NOTE:

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

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

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

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

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM E: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a COUNTY contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

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

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

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the

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business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One: YES NO

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

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation with Fulton County or any other federal, state or local government, or private entity during the last ten

Circle One: YES NO

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

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

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

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

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

the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 2007

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2007

(Notary Public)

(Seal)

Commission Expires _____
(Date)

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of

payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

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

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

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

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

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

EXHIBIT A - PROMISE OF NON-DISCRIMINATION

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

_____ Title Firm Name

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B - EMPLOYMENT REPORT

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

EMPLOYEES

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE 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.**

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SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

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

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Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

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

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

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

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

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

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

1) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) Name of Business: _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

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Note: Attach additional sheets as required

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

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

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

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

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

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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.

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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)

Notary: _____

Date: _____

My Commission Expires: _____

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Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 730-6300, for further assistance.

SECTION VII. INSURANCE AND RISK MANAGEMENT PROVISIONS

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

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

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

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

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

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

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

Sub-limits:

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

Deductibles:

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

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

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Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an

Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

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

Such certificates and notices shall be sent to:

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

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

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, its 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 VIII. PAYMENT BOND REQUIREMENTS

Pursuant to the Georgia Code of Public Transportation (Title 32, Chapter 4) no contract with Fulton County for work to be done for public roads and other transportation facilities shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

(Remainder of the Page intentionally left blank.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
[insert name of contractor] (hereinafter called the "Principal") and
_____ [insert name of surety] (hereinafter called
the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision
of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as
obligee, in the penal sum of [100% of contract amount], lawful money of the United
States of America, for the payment of which the Principal and the Surety bind
themselves, their administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written
contract with the Owner, dated [insert date of contract], which is incorporated herein by
reference in its entirety (hereinafter called the "Contract"), for Design-type services of a
project known as [insert name of project], as more particularly described in the Contract
(hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal
shall promptly make payment to all persons working on or supplying labor or materials
under the Contract, and any amendments thereto, with regard to labor or materials
furnished and used in the Project, and with regard to labor or materials furnished but not
so used, then this obligation shall be void; but otherwise it shall remain in full force and
effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party,
partnership, corporation or the entity furnishing labor, services or materials used, or
reasonably required for use, in the performance of the Contract, without regard to
whether such labor, services or materials were sold, leased or rented, and without
regard to whether such Claimant is or is not in privity of contract with the Principal or
any subcontractor performing work on the Project, including, but not limited to, the
following labor, services, or materials: water, gas, power, light, heat, oil, gasoline,
telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and
the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or
remove the lien promptly upon written notice from the Owner, either by bond or as
otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions,
additions, changes, alterations, extensions of time, changes in the payment terms, and
any other amendments in or about the Contract and agrees that the obligations
undertaken by this Bond shall not be impaired in any manner by reason of any such
modifications, omissions, additions, changes, alterations, extensions of time, changes in
payment terms, and amendments.

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4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____, _____.

(SEAL)

(Principal)

By: _____

Attest:

Secretary

(SEAL)

(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

SECTION IX. PROJECT SPECIFICATIONS

EXHIBIT H - GENERAL CONDITIONS

GENERAL CONDITIONS (T209 AND T211)

The Services to be furnished by the CONSULTANT under this Agreement shall be those as described in the PROJECT description to develop and include, but are not limited to, provide concept reports, environmental studies and documents, preliminary plans, right-of-way plans, final construction plans, signalization plans, geotechnical investigations, and construction specifications for the proposed PROJECT and obtain required approvals and permits for the PROJECT. Completed final plans will be submitted in the format listed for inclusion into the GIS database. The requirements of the governing permitting agencies shall be met.

The PROJECT will follow the GDOT PDP unless otherwise approved by the COUNTY Project Manager assigned to the PROJECT by Fulton County Public Works. The steps can include, but are not limited to:

- Database / Field Survey
- Concept Phase and approval
- Public Meetings/PIOHs, including signs, attendance, displays, minutes, responses, etc. Two (2) meetings total are required.
- Environmental Document, Two (2) Reevaluations total.
- Preliminary Plans
- PFPR
- Final ROW Plans and revisions
- ROW staking
- Special Studies
- NPDES Permitted Plans
- Surface Water Management (Stormwater BMPs, LDP)
- Other Required Permits, 404 Permit, UST, Hazmat, etc.
- Final Plans/Final Submittals/Construction Assistance
- FFPR
- Geotechnical Investigations (if required)
- Review of Shop Drawings and Miscellaneous Post Design Services

PROJECT LOCATION: See Exhibit M, Project Location Map.

NOTICE TO PROCEED: Work under this Contract is to be commenced upon receipt of "Notice to Proceed" from the COUNTY. The Scope of Work Services shall be completed within the scheduled period proposed by the CONSULTANT and approved by the COUNTY, unless the COUNTY, in writing, agrees to a time extension.

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SCHEDULE: As part of the Technical Proposal, the CONSULTANT shall prepare a preliminary duration schedule showing applicable Line Item durations and milestones based on the PROJECT Scope of Services and Cost Proposal Line Items. The schedule will be later revised and expanded to reflect the actual initial NTP date and the COUNTY approved scheduling template. The schedule will be updated by the CONSULTANT throughout the PROJECT duration.

Within ten (10) business days of the initial Notice to Proceed, the CONSULTANT shall provide the COUNTY with a Baseline Schedule in a format acceptable to the COUNTY.

The CONSULTANT shall provide to the COUNTY, on a monthly basis, a complete schedule update by schedule activity, a list of outstanding problems and solutions, reasons for schedule delays, plan to accelerate activities to recover from schedule delays, new activities or changes in sequence, and any other information requested by and in a format acceptable to the COUNTY'S Project Manager. Scheduling costs are to be divided among the Line Items Concept Report, Preliminary Plans, and Final Design and Construction Plans.

PROJECT DEVELOPMENT: This is a federally funded PROJECT and must comply with the Georgia Department of Transportation (GDOT) "Plan Development Process" (PDP) manual as required for transportation projects.

CONTACTS AND CORRESPONDENCE: The CONSULTANT primary contact for this PROJECT is the Fulton Transportation Constructors (FTC) Project Manager assigned to the PROJECT by the COUNTY Transportation Planning Administrator, Department of Public Works.

All submittals shall be directly submitted to the COUNTY'S Project Manager at Fulton Transportation Constructors, 141 Pryor Street, SW, Suite 3077-B, Atlanta, GA 30303-3472 or as otherwise instructed by the Project Manager. No submissions shall be made to GDOT, Fulton County, or other agencies without the approval of the COUNTY'S Project Manager.

All external correspondence from the CONSULTANT concerning the PROJECT shall be copied to the COUNTY'S Project Manager. No external correspondence from the CONSULTANT shall be sent to any government agency, stakeholder or involved party without prior approval of the COUNTY through the Project Manager. Any correspondence received by the CONSULTANT and not also sent to the COUNTY'S Project Manager, shall be forwarded by the CONSULTANT to the Project Manager immediately. All final approved deliverable documents (concept reports, environmental documents, design exceptions, etc.) shall be delivered to the COUNTY'S Project Manager in proper order.

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All phone, meeting and verbal conversations concerning the PROJECT in which the CONSULTANT is a part, and any decisions or changes discussed or agreed

to, shall be memorialized by the CONSULTANT in meeting/phone minutes distributed to the attendees and the COUNTY'S Project Manager. All decisions and agreements are subject to COUNTY approval through the COUNTY'S Project Manager.

PROGRESS FOR INVOICING: The CONSULTANT shall submit a progress report with each invoice which shall include, but not be limited to, a narrative describing actual Work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, percent Work complete, and percent fee paid based on authorized expenditures only. No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the schedule, and narrative reports as defined herein, are updated. All invoices shall be in a format acceptable to the COUNTY. Invoices/progress reports are due monthly. The CONSULTANT shall apply a five percent retainage to all wages, overhead and profit charged to the PROJECT. This retainage shall be identified and tracked in each invoice. Retainage shall be released and paid in full to the CONSULTANT upon written request by the CONSULTANT with an attached fully executed Final Affidavit (Exhibit N)) and a statement that all Work for the PROJECT has been completed, provided the COUNTY agrees that all Work is completed to its satisfaction. **The CONSULTANT shall separate all costs by improvement (T209 or T211) for federal/state reimbursement purposes.**

DATABASE/FIELD SURVEY: The CONSULTANT shall obtain and maintain all field survey, aerials, GIS information, perform field verification, development plans, benchmarks, survey points, horizontal and vertical data, database information, DTM data, topographical data/information, inverts, underground infrastructure, and related data/information. The CONSULTANT shall update the information and/or data as new information becomes available or field conditions change up to the time of the final submittal of plans, specifications and estimates for construction, at no additional cost to the COUNTY.

CONCEPT REPORT: The CONSULTANT shall submit as a part of the Concept Phase, concept level cost estimates, phased construction budgeting, an approved Concept Report, and drawings for one (1) alternative for each improvement. The CONSULTANT shall submit as a part of the Concept Phase, concept level cost estimates, phased construction budgeting, an approved concept report, and drawings for up to three (3) alternatives. Proposed PROJECT construction, right-of-way, and property impacts shall be included. Special graphics, landscape representations, windshield survey, and artist's renderings are included if applicable to the type of PROJECT.

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Prepare the PROJECT concept report in accordance with the format used by the GDOT. The concept report shall be approved by the COUNTY and GDOT prior to the CONSULTANT beginning further development of the PROJECT plans. It

is recognized by the parties that the approved concept may be modified by the CONSULTANT as required by the COUNTY and/or GDOT and re-approved by the COUNTY and GDOT during the course of design due to public input, environmental requirements, or right of way considerations. This cost is included in the Work.

The CONSULTANT shall prepare one (1) Concept Report which covers both T209 and T211.

PUBLIC MEETINGS: The CONSULTANT shall assist the COUNTY in conducting **two (2)** advertised public information meetings or PIOHs. Each Public Meeting/PIOH shall include both T209 and T211. The CONSULTANT shall present a maximum of one (1) alternative per improvement at each public meeting to obtain reaction and input. The CONSULTANT shall be responsible for the manufacturing and installation of all informational signs required for the meetings. A maximum of **six (6)** signs per meeting will be required for this PROJECT. The signs shall be a minimum of 36" X 48" and installed at eye level in the shoulder of the existing roadway a minimum of two (2) weeks prior to the scheduled meeting date. The CONSULTANT shall also prepare a list of property owners, homeowners associations, business owners, etc. and be responsible for mailing information regarding upcoming public meetings to those persons within the PROJECT area.

OTHER MEETINGS: The CONSULTANT shall attend the **Kick-off Meeting, Preliminary Field Plan Review, Final Field Plan Review and Pre-Bid Conference**, plan review meetings, COUNTY/GDOT called meetings, plus any other meetings normally required to complete the Scope of Work and Scope of Services. Cost is to be divided among the Line Items Preliminary Plans, and Final Design and Construction Plans.

UTILITIES: The CONSULTANT shall furnish prints or sepias to each utility. The CONSULTANT shall provide utility plans showing all existing utilities and the CONSULTANT shall coordinate conflict resolution. The CONSULTANT shall submit final PROJECT plans to all utilities. The CONSULTANT shall obtain COUNTY approval before making commitments with the utilities, which are binding upon the COUNTY. The CONSULTANT shall coordinate and attend periodic meetings with the Fulton County Water & Sewer Department to ensure that any system upgrades and/or relocations will be reflected on the utility plans prior to letting. The CONSULTANT shall obtain commitment letters from all involved utility companies, which identify the Work and financial responsibilities of all parties.

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The CONSULTANT shall submit, upon Notice to Proceed with preliminary design and as needed, utility questionnaires to all utility companies to determine what utility owners have facilities located within the PROJECT area. Plans will then

be submitted by the CONSULTANT to the affected utilities for mark-up of their existing and relocated facilities.

The CONSULTANT shall follow the GDOT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the GDOT's Project Liaison and the District Utilities Engineer. Cost is to be divided among the Line Items Preliminary Plans, and Final Design and Construction Plans.

Separate utility plans shall be prepared for T209 and T211. Cost is to be divided among the Items Preliminary Plans and Final Design and Construction Plans.

PRIVATE PROPERTY: The CONSULTANT shall receive approval from the Fulton County Department of Public Works prior to sending notices of intent to enter private property. The COUNTY will provide the necessary documents identifying the CONSULTANT. If the property owner or occupant denies permission to enter, the COUNTY will initiate action to proceed.

PLAN DEVELOPMENT: The CONSULTANT shall accomplish all of the design activities for the PROJECT. Completely separate Preliminary and Final Plan packages shall be prepared for T209 and T211. The design activities shall be accomplished in accordance with the GDOT's "Road to Success Manual" and GDOT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Roads and Bridges, the GDOT's Plan Presentation Guide, approved schedule, and applicable guidelines of the GDOT. The PROJECT construction and right of way plans shall be prepared in English units. Plan scale shall be 1"=20' unless otherwise approved by the COUNTY. All drafting and design Work performed on the PROJECT shall be done utilizing Microstation and CAICE software, and shall be organized as per the GDOT's guidelines on electronic file management. The CONSULTANT responsibility for design shall include, but is not limited to the following:

- A. Prepare and obtain approval of individual parcel right-of-way exhibits and legal descriptions on 8 ½" X 11" sheets or as needed. Right-of-way plan revisions as required during right-of-way negotiations shall also be included in the Work. Costs shall be included under Final Right of Way Plans & Revisions. The COUNTY will proceed with right-of-way acquisition

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immediately following the COUNTY and GDOT approvals of the environmental document and the right-of-way plans.

- B. Prepare and obtain approval of environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act (NEPA) and Georgia Environmental Protection Act, as appropriate to the PROJECT

funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations required. The CONSULTANT shall submit to the COUNTY and GDOT all environmental documents and reports for review and approval by the COUNTY and GDOT and the FHWA. The CONSULTANT shall provide **two (2) environmental re-evaluations** as part of the Work.

- C. Perform and obtain approval of, as needed, all surveys, mapping, pavement designs, geotechnical investigations (as necessary) needed for design of the PROJECT in accordance with GDOT requirements. Special Studies shall include, but not be limited to, any additional geotechnical investigations, special design retaining walls, etc. No Work shall be done under Special Studies without separate prior approval by the COUNTY.
- D. Perform all Work required and obtain PROJECT permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. The CONSULTANT shall coordinate these permitting efforts with the COUNTY and GDOT. Fulton County requires a Land Disturbance permit (LDP) for the PROJECT, which shall be obtained by the CONSULTANT.
- E. Prepare the PROJECT'S drainage design including erosion control plans. If applicable, develop the hydraulic studies for the Federal Emergency Management Agency Floodways and obtain all necessary permits associated with the drainage design. Costs not specifically covered elsewhere shall be divided among Preliminary Plans and Final Design and Construction Plans.
- F. Provide certification, by a Georgia Registered Professional Engineer in the employment of the CONSULTANT, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and GDOT guidelines.
- G. All signalization, if required, will utilize mast arm design.

- H. The CONSULTANT shall give consideration to the proposed construction of T209 in the preparation of design for T211, and vice versa. However, each improvement's bid package shall be able to be let separately.

SURFACE WATER MANAGEMENT: The PROJECT shall include storm water management system provisions to mitigate and address post-construction storm water runoff quality and quantity. The goal of these provisions is for post-construction runoff to mimic the natural runoff conditions upstream and downstream of the PROJECT before construction of the PROJECT. The

PROJECT design shall incorporate facilities to achieve the above stated goal. Separate plans and permits shall be developed and obtained for T209 and T211.

Development of a storm water runoff management system shall be accomplished in three (3) phases, as described below:

Phase 1, Planning - Prior to initiating design (Concept Phase), the CONSULTANT shall prepare a narrative planning report, with sketch type figures as required to address conditions within the anticipated PROJECT limits and affected upstream and downstream areas, to include the following:

- a. A USGS quad sheet indicating the PROJECT limits and all planned storm water surface water runoff analysis points.
- b. A COUNTY GIS map indicating the PROJECT limits and all existing infrastructure that may be impacted by the proposed PROJECT.
- c. A discussion of the existing storm water surface water management system that will be impacted by the PROJECT.
- d. A discussion of how the post-construction surface water runoff will be managed with respect to water quality and quantity. Include discussions of the management measures planned to address the specific issues of stream bank erosion, flood control and habitat impacts.
- e. A general description of planned Best Management Practices (BMPs) for their selection, including intended specific water quality benefits. Include discussions of the pollutant removal potential for the following: suspended solids, phosphorus, oils and grease, fecal coliform and metals.
- f. A summary description of the storm water analysis methods to be utilized to determine the effectiveness and size of all proposed storm water management system components and/or facilities.

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The narrative planning report with attachment(s) shall be submitted to the COUNTY Surface Water Management Section at least thirty (30) calendar days prior to submitting the final Concept Report for signature. All comments received from the review shall be incorporated into the design plans.

Phase 2, Storm Water Concept Plan Review- As soon as possible during Preliminary Design, the CONSULTANT shall prepare storm water concept plans, one (1) for each improvement, that address storm water management issues of the proposed improvements, and shall submit the Plans to the COUNTY E&CD Plan Review Division for review and approval. The Plans shall include the Minimum Submittal Requirements For Concept Plan Review, as required by the Fulton County Department of Public Works, described in the Description of

Submittal Document Requirements (latest version available from the Plan Review Division). Documents shall be provided with the plans submittal to demonstrate that the plans address the Phase 1 comments.

Phase 3, Final Design and Construction Documents- The CONSULTANT shall contact the COUNTY Plan Review Division to establish permitting requirements necessary for the issuance of a Land Disturbance Permit (LDP) for each improvement prior to finalizing the PROJECT construction documents. The Final Design and Construction Plans shall, as a minimum, include the following:

- a. Detail engineering analysis and design specifications for each proposed BMP and/or surface water management control measure.
- b. Detail engineering analysis and/or modeling that establishes the existing 100 year floodplain limit (i.e., elevation and horizontal location). Provide, if necessary, all supporting documentation to satisfy the COUNTY'S floodplain management program, and requirements of the Federal Emergency Management Agency (FEMA).

REVIEW AND APPROVAL: The COUNTY shall review and have final approval authority for all aspects of the PROJECT. GDOT shall review and comment on all aspects of the PROJECT. However this review and approval does not relieve the CONSULTANT of its responsibilities under the terms of its Agreement with the COUNTY.

SHOP DRAWINGS (Extra Work): The CONSULTANT shall review and make recommendations concerning all shop drawings, samples and related materials prior to submission to the COUNTY and GDOT. The COUNTY shall have final authority concerning all shop drawings, etc.

OWNERSHIP: The CONSULTANT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and

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printouts, and any other data prepared under the terms of its Agreement with the COUNTY shall become the property of the COUNTY. This data shall be organized, indexed, bound, and delivered to the COUNTY no later than the advertisement of the PROJECT (or improvement) for letting. The COUNTY shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

ERRORS AND OMISSIONS: The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other Services furnished by or on behalf of the COUNTY pursuant to the Agreement. The CONSULTANT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other Services furnished for this PROJECT. All revisions shall be coordinated with the COUNTY and GDOT prior

to issuance. The CONSULTANT shall also be responsible for any claim, damage, loss or expense that is attributable to errors, omissions, or negligent acts related to the designs, drawings, and specifications pursuant to its Agreement with the COUNTY.

CONSTRUCTION ASSISTANCE: The CONSULTANT shall provide the following Services as part of the Scope of Services:

1. Pre-Bid Conference- If requested, attend and assist in responding to questions regarding contract documents including plans and specifications.
2. Addenda - During the bidding period, prepare or assist in preparing any necessary addenda to the ITB.
3. Pre-construction Conference- Attend the Pre-construction Conference if requested.
4. Substitutions - If requested, advise the COUNTY as to acceptable substitute materials and equipment proposed during the ITB or construction.

Request for Information- Provide answers to Contractor submitted Requests for Information (RFIs) pertaining to the PROJECT.

EXHIBIT I - SCOPE OF WORK

The services to be furnished by the CONSULTANT under this AGREEMENT shall be those as described in the project description to develop and provide concept drawings, preliminary Roadway and Bridge plans, right-of-way plans, final Roadway and Bridge plans, geotechnical investigations, and construction specifications for each of the proposed project and obtain required approvals and permits for the projects. Completed final plans will be submitted in the format listed for inclusion into the GIS database. The requirements of the governing permitting agencies shall be met. These are locally funded projects and shall be designed with the latest Georgia Department of Transportation (GDOT) Standards and Specifications.

Work under this contract is to be commenced upon receipt of "Notice to Proceed". The submittal of concept, surveys, the preliminary design, right-of-way plans, final construction documents, and right-of-way staking shall be scheduled within **360** calendar days. Fulton County will proceed with right-of-way acquisition immediately following the COUNTY'S approval of the right-of-way plans.

The CONSULTANT shall prepare a schedule showing milestone completion dates within **360** calendar days. The calendar days excludes plan reviews. The schedule will be revised to reflect the actual NTP date and will be updated as required throughout the project duration. The schedule should be updated monthly and submitted with progress payment requests.

The CONSULTANT shall submit a progress report which shall include, but not be limited to, a narrative describing actual Work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned and any newly planned activities or changes in sequence. No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule of Record, and narrative reports as defined herein, are updated. **Schedules shall be produced utilizing "Microsoft Project" Software.**

The CONSULTANT shall submit as a part of the Concept Phase, concept level cost estimates and drawings for three (3) alternatives (maximum). Propose Project Construction, right-of-way, and property impacts shall be included.

The CONSULTANT shall assist the COUNTY in conducting a maximum of two (2) advertised Public Information Meetings. The CONSULTANT shall present alternatives at these public meetings to obtain reaction and input. A maximum of three (3) conceptual layouts will be presented at the first meeting. **The CONSULTANT shall be responsible for the manufacturing and installation of all informational signs required for the Public Information Meetings.** A minimum of six (6) signs (white background with black letters) will be required per project. The signs shall be a

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minimum of 36"X 48" and installed at eye level in the shoulder of the existing roadway a minimum of two (2) weeks prior to the scheduled meeting date. The CONSULTANT will

also prepare a list of property owners, homeowners associations, business owners, etc. and be responsible for mailing information regarding upcoming public meetings to those persons within the project area.

See Exhibit M, Project Location Map, for location of the projects.

T209 - OLD NATIONAL HIGHWAY/ SR 279 STREETSCAPE

This improvement consists of transit-oriented pedestrian improvements along Old National Hwy/SR 279 that includes new sidewalks, pedestrian-scale lighting (coordination with Georgia Power required) and associated landscaping along the corridor from the existing streetscape at Flat Shoals Road to Sullivan Road (inclusive). The proposed streetscape design should mimic and build upon the existing streetscape at Flat Shoals Road and Old National Highway.

Obtain existing traffic studies, traffic and accident data, right-of-way widths, and windshield survey information.

Information obtained in the concept development phase will be analyzed and the Concept Report prepared that defines the PROJECT'S need and purpose, alternatives considered, concept level cost estimates and other requirements of the COUNTY and GDOT.

Special graphics, landscape representations and artist's renderings are anticipated for public presentation and comment.

The CONSULTANT must provide for any special studies GDOT may require during the concept development phase to support any requests for design variances or exceptions to GDOT standards.

Federal aid funds (STP) are programmed for the construction phase of this improvement.

Anticipated features of the improvement should consider, but are not limited to, the following:

- Matching the existing adjacent streetscape projects already completed.
- New and improved pedestrian facilities, matching width for sidewalks, and ADA access compliance at intersections, driveways, crosswalks, etc.
- Site amenities, such as benches, trash receptacles, shelters, signage and landscaping.

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- Pedestrian scale lighting and pedestrian signal improvements. This work shall be coordinated with the concurrent design improvement to upgrade the existing traffic control devices in the SR 279 corridor. Coordination with Georgia Power is required.
- Possible need for turning lanes and raised medians.
- Coordination with transit providers for improvements at existing and proposed stops, including GRTA and MARTA.
- Consideration of any existing or anticipated trail, greenway or master plan projects in the vicinity.

T211 – OLD NATIONAL HIGHWAY/SR 279 ATMS IMPROVEMENTS (CMAQ)

This improvement consists of the design of and preparations of bid documents for the installation of fiber optic interconnect cables and upgrades to the traffic signal system. It also includes a connection to the Fulton County Traffic Control Center near the SR279/I-285 interchange. The limits begin at the intersection of S.R. 138, Jonesboro Road, and end at the I-85 Control Center.

Concurrently, the CONSULTANT shall be responsible for the design of improvements to the existing traffic signal system from the S.R. 138 intersection north to the Sullivan Road intersection, inclusive.

Coordination between Fulton County and GDOT will be required in the development of the Concept Report for COUNTY and GDOT approval.

Federal aid funds (CMAQ) are programmed for the construction phase of this improvement. Any special report(s) or other services required to maintain CMAQ funding for this project is included in the Work.

Anticipated tasks include, but are not limited to:

- Inventory of existing equipment
- Traffic data collection/updating
- Analysis of aerial connections vs. underground connection and recommendations
- Preparation of plans and specifications (bid documents) for the installation of fiber optic interconnect cabling, new equipment, and equipment upgrades
- Utility coordination
- Signal plans
- Signal timing plans
- Electrical plans
- Equipment specifications and installation plans

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This Work must be coordinated with the concurrent development of the streetscape improvement to avoid future conflicts between ATMS equipment and proposed pedestrian facilities.

The PROJECT will follow the GDOT PDP unless otherwise approved by the COUNTY Project Manager assigned to the PROJECT by Fulton County Public Works. The steps can include, but are not limited to:

- Database / Field Survey
- Concept Phase and approval, one (1) Concept Report which covers both T209 and T211 improvements
- Public Meetings/PIOHs, including signs, attendance, displays, minutes, responses, etc. Two (2) meetings total are required, each covering both improvements.
- Environmental Document, including Historical, Ecology, Air & Noise, Archaeology, draft and final document, one (1) Document covering both improvements. Two (2) Reevaluations total.
- CMAQ reports for funding approval (T211 only)
- Preliminary Plans, separate plans for each improvement
- PFPR, one (1) for both improvements
- Final ROW Plans and revisions. Separate plan sets for each improvement
- ROW staking, one (1) time
- Special Studies (as required)
- NPDES Permitted Plans, separate plans/permit for each improvement
- Surface Water Management (Stormwater BMPs, LDP), separate plans/permit for each improvement
- Other Required Permits, 404 Permit, UST, Hazmat, etc., one (1) each covering both improvements
- Final Plans/Final Submittals/Construction Assistance. Separate plans for each improvement
- FFPR, one (1) for both improvements
- Geotechnical Investigations (if required), one (1) covering both improvements
- Extra Work- Review of Shop Drawings and Miscellaneous Post Design Services

Two (2) separate sets of construction plans will be prepared, one (1) set for each improvement.

APPROVALS: Before beginning work on each phase, the CONSULTANT shall secure the COUNTY'S written Notice to Proceed. Requests for changes shall require approval by the COUNTY. The CONSULTANT shall meet with the COUNTY monthly to review the work.

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TRANSMITTALS: The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

UTILITIES: The CONSULTANT shall furnish prints or sepias to the utility owners as directed by the COUNTY. The CONSULTANT shall provide utility plans showing all existing utilities and the CONSULTANT shall coordinate conflict resolution. The CONSULTANT shall submit final Project Plans to all utilities. The CONSULTANT shall obtain COUNTY approval before making commitments with the utilities, which are binding, upon the COUNTY.

The CONSULTANT shall submit, upon Notice to Proceed, Utility Questionnaires to all utility companies located in Fulton County to determine what utility owners have facilities located within the project area. Preliminary and Final Plans will then be submitted to the affected utilities for mark-up of their existing and relocated facilities. The CONSULTANT shall coordinate and attend pre-construction meetings, and periodic meetings with the Fulton County Water & Sewer Department to ensure that any system upgrades and/or relocations will be reflected on the utility plans prior to letting.

PRIVATE PROPERTY: The CONSULTANT shall receive approval from the Fulton County Department of Public Works prior to sending notices of intent to enter private property. The COUNTY will provide the necessary documents identifying the CONSULTANT. If the property owner or occupant denies permission to enter, the COUNTY will initiate action to proceed.

The CONSULTANT shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Roads and Bridges, PROJECT schedules, and applicable guidelines of the GDOT. The CONSULTANTS responsibility for design shall include, but is not limited to the following items:

- A. The concept phase shall include concept level cost estimates identified in the "Project Scope of Work". Construction, right-of-way, and property impact costs shall be included
- B. Perform all surveys, mapping, geotechnical investigations, etc needed for design of the PROJECT in accordance with GDOT requirements. Special studies shall include, but not be limited to, any additional geotechnical investigations, special design retaining walls, etc. No work shall be done under special studies without prior approval by the COUNTY.
- C. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. The CONSULTANT shall coordinate these permitting efforts

with GDOT and Fulton County. Fulton County requires a Land Disturbance permit for the Project.

- D. Prepare the PROJECT's drainage design including erosion control plans. If applicable, develop the hydraulic studies for the Federal Emergency Management Agency Floodways and require of all necessary permits associated with the drainage design. A no-rise certification is required.
- E. Prepare preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, maintenance of traffic and construction sequence plans and specifications including special provisions for the PROJECT. Right-of-way plan revisions as required during right-of-way negotiations shall also be included. **The CONSULTANT shall also prepare individual parcel right-of-way exhibits and legal descriptions on 8 ½" X 11" sheets.**
- F. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and GDOT guidelines.

The PROJECT construction and right of way plans shall be prepared in English units. Plan scale shall be 1"=20'. All drafting and design work performed on the project shall be done utilizing Microstation and CAICE software respectively, and shall be organized as per the GDOT's guidelines on electronic file management.

The COUNTY shall review and has approval authority for all aspects of the PROJECT. However this review and approval does not relieve the CONSULTANT of its responsibilities under the terms of this agreement.

The CONSULTANT shall review and make recommendations concerning all shop drawings. The COUNTY shall have final authority concerning all shop drawings.

The CONSULTANT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the COUNTY. This data shall be organized, indexed, bound, and delivered to the COUNTY no later than the advertisement of the PROJECT for letting. The COUNTY shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the COUNTY pursuant to this AGREEMENT. The

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CONSULTANT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. All revisions shall be coordinated with the COUNTY prior to issuance. The CONSULTANT shall also be responsible for any claim, damage, loss or expense that is attributable to errors, omissions, or negligent acts related to the designs, drawings, and specifications pursuant to this AGREEMENT.

EXHIBIT J - PROJECT SCHEDULE

Instructions to Bidders: Insert the Project Schedule.

EXHIBIT K - PROJECT DELIVERABLES

DELIVERABLES ASSOCIATED WITH THIS CONTRACT INCLUDE, BUT ARE NOT LIMITED TO: All reports, specifications, and drawings prepared under the terms of this AGREEMENT that are specified in Exhibit I, Scope of Services, shall be furnished to the COUNTY by CONSULTANT in a media form that is acceptable and usable by the COUNTY at no additional cost to this project, including:

- Surveys
- Concept, Concept Reports, and Approval
- Environmental Evaluation and an Approved Environmental Document
- Preliminary Plans
- Preliminary Utility and Right-of-Way Plans
- Final Approved Right-of-Way Plans, Plats and Deeds, as necessary
- Final Construction Plans & Specifications
- Permits; FEMA, US COE, GDOT, LDP, etc.
- Signalization Plans
- Special Studies (as required)
- Geotechnical Investigations (if required)
- NPDES Permitted Plans
- Surface Water Management
- Hydrological Study Report (if required)
- Project Records & Files (Hard & Electronic)
- Construction Cost Estimates
- Review of Shop Drawings
- Public Meeting Information Signs (as required) (Manufacturing & Installation) (Maximum of 2 Public Meetings)

The tracings and all other documents prepared under this proposal shall be submitted to the COUNTY whose property they shall remain, without limitations as to their future use. All tracing cloth, Mylar, and any other materials required for the preparation of the plans and computations, as well as field notes shall be furnished by the CONSULTANT.

The CONSULTANT firm shall furnish plans as required for in-progress review, preliminary field plans review, utility review, final field plan review, final plan submittal, revisions, advertising for bids and finals as awarded. The CONSULTANT shall furnish to Fulton County in-progress plans and documents to validate pay requests. The anticipated number of copies is listed below. This number may vary and will be requested as needed. In addition to these, the CONSULTANT shall furnish plans for concepts and all required permits.

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CONSTRUCTION PLAN SETS
(per project)

PURPOSE	MYLAR	FULL-SIZE BOND	HALF-SIZE
PFPR		19	15
Plans for Utility Review		8	
FFPR		19	15
LDP & Stormwater Management		10	
Final Plan Submittal		16	14
Advertise for Bid	2	16	
For Construction		12	8
In-Progress Prints		8	4
Total	2	100	52

RIGHT-OF-WAY PLAN SETS
(per project)

PURPOSE	MYLAR	FULL-SIZE BOND	HALF-SIZE
Preliminary	2	8	8
Final	2	8	8
Total	4	16	16

NOTE: Printing costs shall be included in the Lump Sum Cost for Engineering Services. No additional payment will be made for printing costs associated with the project.

EXHIBIT L - KEY PERSONNEL LISTING

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

All professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in the table listed below. No changes or substitutions shall be permitted in the CONSULTANT'S key personnel as set forth herein without the prior written approval of the Director or his designee.

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

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

KEY PERSONNEL LISTING					
Employee Name	Position/ Classification	Registration No.	Field of Expertise	Years of Experience	# of Years with Firm

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EXHIBIT M - PROJECT LOCATION MAP

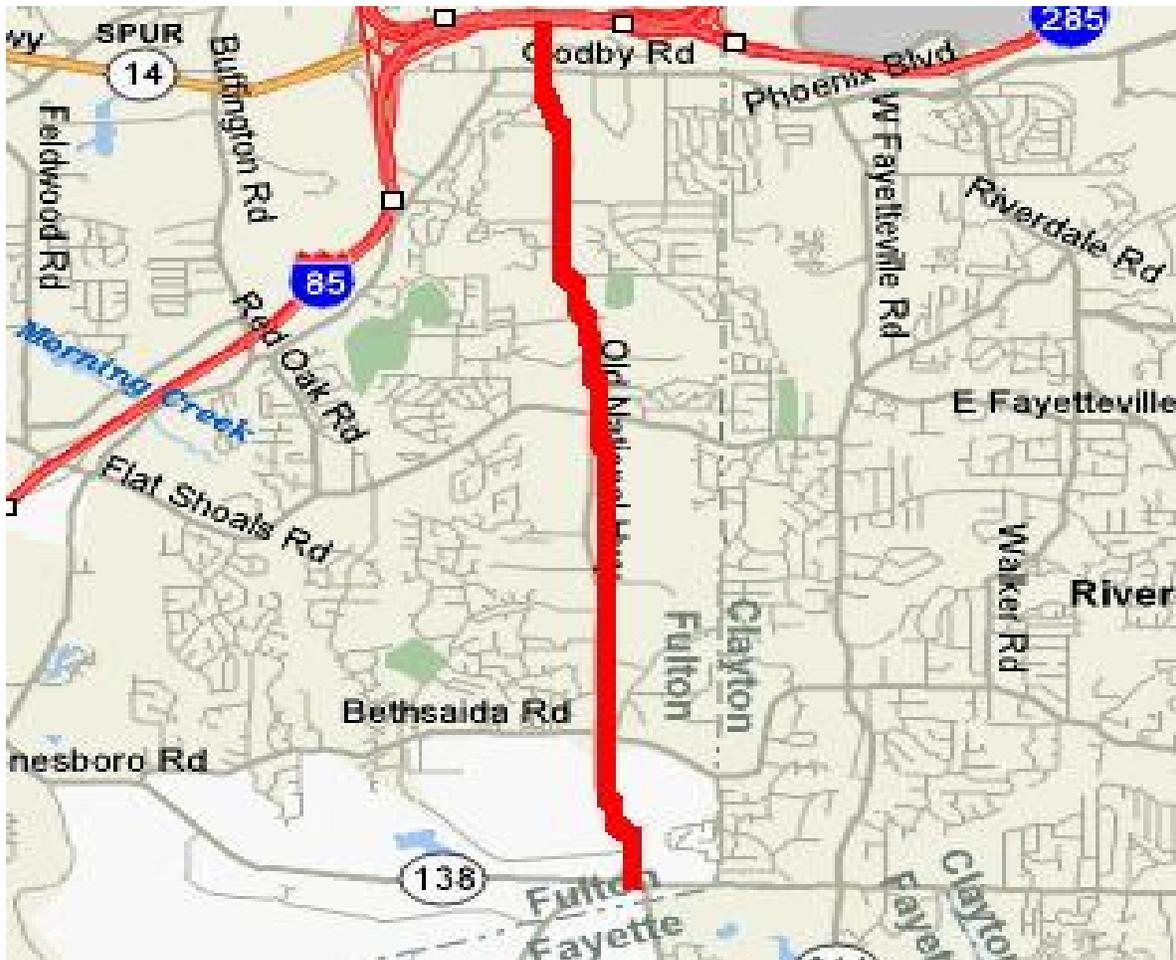


EXHIBIT N - FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____, or any of his subcontractors in connection with the **T209 OLD NATIONAL HIGHWAY/SR279 STREETSCAPE, T211 OLD NATIONAL HIGHWAY/SR279 ATMS IMPROVEMENTS** in Fulton County, have been paid and satisfied in full as of _____, 200____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature _____
Title _____

ATTEST

Personally appeared before me this _____ day of _____, 200____.
_____, who under oath, deposes and says that he is _____
_____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public
My Commission Expires: _____
(seal)

SECTION X. SAMPLE CONTRACT

Index of Articles

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SAMPLE CONTRACT

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

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

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

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 _____, 2007 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**COUNTY**", and _____ (name of CONSULTANT authorized) to provide professional engineering services in Georgia, hereinafter referred to as "**CONSULTANT**":

WITNESSETH

WHEREAS, COUNTY through its Department of Public Works hereinafter referred to as the "**DEPARTMENT**" desires to retain a qualified and experienced CONSULTANT to perform certain services regarding the design of **Professional Design Services for T209 Old National Highway/SR 279 Streetscape and T211 Old National Highway/SR 279 ATMS Improvements** 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. Contract;
- ii. Addenda;
- iii. General Conditions;
- iv. Scope of Services;
- v. Project Schedule
- vi. Project Deliverables;

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- vii. Key Personnel Listing;
- viii. Compensation;
- ix. Proposal Forms
- x. Contract Compliance Forms;
- xi. Insurance and Risk Management Forms;
- xii. Project Location Map;
- xiii. Final Affidavit;

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) any Addenda, 3) the exhibits, and 4) 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

T209-OLD NATIONAL HIGHWAY/SR279 STREETSCAPE

This Project is located in South Fulton County on SR279 (see Exhibit M, Project Location Map). This improvement consists of transit-oriented pedestrian improvements along Old National Hwy/SR 279 that includes new sidewalks, pedestrian-scale lighting (coordination with Georgia Power required) and associated landscaping along the corridor from the existing streetscape at Flat Shoals Road to Sullivan Road (inclusive). The proposed streetscape design should mimic and build upon the existing streetscape at Flat Shoals Road and Old National Highway.

T211-OLD NATIONAL HIGHWAY/SR279 ATMS IMPROVEMENTS

This Project is located in South Fulton County on SR279 see Exhibit M, Project Location Map). This improvement consists of the design of and preparation of bid documents for the installation of fiber optic interconnect cable and upgrades to the traffic signal system. It also includes a connection to the Fulton County Traffic Control Center near the SR279/I-285 interchange. The limits begin at the intersection of S.R. 138, Jonesboro Road, and end at the I-85 Control Center.

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 , 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 K, Project Deliverables. CONSULTANT shall provide to COUNTY all deliverables specified in Exhibit K, 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 I, 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**

The term of this AGREEMENT shall commence from the date of Notice to Proceed issuance and is subject to and funded through Capital Improvements Funds. Notwithstanding the foregoing, this AGREEMENT shall continue until Fulton County has received and accepted all deliverables, but in no event shall this AGREEMENT extend beyond December 31, 2009 unless the same is amended. Time is of the essence in this AGREEMENT and the CONSULTANT shall perform its responsibilities for the PROJECT in accordance with Exhibit J - Project Schedule attached hereto and incorporated by reference herein. The CONSULTANT shall prepare a schedule showing milestone completion dates within **360** calendar days. The calendar days excludes plan reviews.

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 M, Compensation.

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

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

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

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

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

ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

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

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the **[INSERT USER DEPARTMENT REPRESENTATIVE FOR PROJECT]** 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 **[insert user Department representative for project]** designated representative.

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

- (1) COUNTY may terminate work under this Agreement in the event CONSULTANT fails to perform in accordance with the provisions of the Agreement. If COUNTY seeks to terminate this Agreement, COUNTY is required to give thirty (30) days prior written notice to CONSULTANT.
- (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 I, 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 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 K, "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 fault; or (4) the performance or nonperformance of the CONSULTANT 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 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 **[Insert User Department Representative for Project]** .

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 P, 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 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 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:

Angela Parker, Director
Fulton County Department of Public Works
141 Pryor Street, Suite 6066
Atlanta, Georgia 30303
Telephone: 404-730-8102
Facsimile: 404-730-6325
Attention: Antonio Valenzuela

With a copy to:

Fulton County Department of Purchasing and Contract Compliance
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 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 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:

Fulton Transportation Constructors

141 Pryor Street, Suite 6066

Atlanta, Georgia 30303

Telephone: 404-335-2500

Facsimile: 404-335-2505

Attention: **Rich Boullain, Program Director**

CONSULTANT cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

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

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

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

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

ARTICLE 41. **NON-APPROPRIATION**

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

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

ARTICLE 42. **WAGE CLAUSE**

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

REQUEST FOR PROPOSAL No. 07RFP54890K-JD ENGINEERING CONSULTANT SERVICES FOR
T209-OLD NATIONAL HIGHWAY/SR 279 STREETSCAPE
T211-OLD NATIONAL HIGHWAY/SR 279 ATMS IMPROVEMENTS

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

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

John Eaves, Chairman
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the COUNTY Attorney

APPROVED AS TO CONTENT:

Angela Parker, Director
Department of Public Works

ADDENDA

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

**REQUEST FOR PROPOSAL No. 07RFP54890K-JD ENGINEERING CONSULTANT SERVICES FOR
T209-OLD NATIONAL HIGHWAY/SR 279 STREETScape
T211-OLD NATIONAL HIGHWAY/SR 279 ATMS IMPROVEMENTS**

EXHIBIT O - COMPENSATION

**REQUEST FOR PROPOSAL No. 07RFP54890K-JD ENGINEERING CONSULTANT SERVICES FOR
T209-OLD NATIONAL HIGHWAY/SR 279 STREETScape
T211-OLD NATIONAL HIGHWAY/SR 279 ATMS IMPROVEMENTS**

EXHIBIT P - PROPOSAL FORMS

**REQUEST FOR PROPOSAL No. 07RFP54890K-JD ENGINEERING CONSULTANT SERVICES FOR
T209-OLD NATIONAL HIGHWAY/SR 279 STREETSCAPE
T211-OLD NATIONAL HIGHWAY/SR 279 ATMS IMPROVEMENTS**

EXHIBIT Q - CONTRACT COMPLIANCE FORMS

**REQUEST FOR PROPOSAL No. 07RFP54890K-JD ENGINEERING CONSULTANT SERVICES FOR
T209-OLD NATIONAL HIGHWAY/SR 279 STREETScape
T211-OLD NATIONAL HIGHWAY/SR 279 ATMS IMPROVEMENTS**

EXHIBIT R - INSURANCE AND RISK MANAGEMENT FORMS