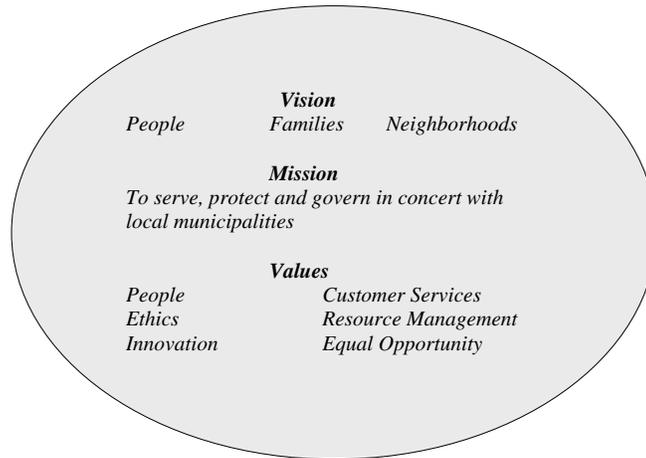




FULTON COUNTY



INVITATION TO BID 11ITB79995A-DR

Large Water Meter Installation Service

For

PUBLIC WORKS DEPARTMENT

BID DUE DATE AND TIME: Thursday, September 8, 2011 @ 11:00 A.M.

BID ISSUANCE DATE: August 4, 2011

PRE-BIDDER'S CONFERENCE: August 11, 2011 @ 10:00 A.M.

PURCHASING CONTACT: Donald R. Riley, CPPB, APA at (404) 612-7916

E-MAIL: Donald.Riley@fultoncountyga.gov

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

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**11ITB79995A-DR, LARGE WATER METER INSTALLATION SERVICES
FULTON COUNTY GOVERNMENT****SECTION 1 - INSTRUCTIONS TO BIDDERS**

Fulton County Government ("County") invites sealed bids for, Large Water Meter Installation Service.

1. GENERAL INFORMATION

- a. **Purchasing the Bid Document:** This document and supporting documents can be downloaded at the Fulton County Website <http://www.co.fulton.ga.us> under "Bid Opportunities".
- b. **The Bid package consists of the following scope of work:** Provide large water meter installation service. The detailed scope of work and technical specifications are outlined in Section 7 of this bid document.
- c. The term "Bid Documents" denotes all contract documents, notices, instructions and letters issued by the County's Purchasing Director in connection with this procurement.
- d. **Bid Contact:** Information regarding the bid, either procedural or technical, may be obtained by contacting Donald Riley, **Assistant Purchasing Agent** at (404) 612-7916 or e-mail donald.riley@fultoncountyga.gov. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: **Donald Riley, Assistant Purchasing Agent**
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-7916
Fax: (404) 893- 1876
**Reference Bid # 11ITB79995A-DR, Large Water Meter
Installation Services**

2. PRE-BID CONFERENCE

The pre-bid conference will be held on, at August 11, 2011 @ 10:00 AM in the Fulton County located at 130 Purchasing Department Bid Room, located at 130 Peachtree Street, S.W. Suite 1168 Atlanta, Georgia 30303.

3. SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

4. SITE VISIT: There will be no site visit for this project**5. PREPARATION AND SUBMISSION OF BIDS**

Bid forms must be filed in accordance with the following instructions:

- a. Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FIVE (5) COPIES** on the forms provided in the Bid Documents. All Bids must be made on the Bid forms contained herein. All blank spaces must be typed on hand written in blue ink. All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions. Written prices prevail over number prices in the event of error. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluids. **Indicate all addenda incorporated in the Bid.** Bids shall be signed by hand by an officer of principal of the Bidder with the authority to make a Contract.

Bids by joint ventures, consortia, associations or partnerships shall designate one single participant to represent all those forming the bidding entity. Bids shall be signed by a duly authorized representative of the bidding entity and evidence of the Signatory's authority signed by and listing the full names and addresses of all participants in the bidding entity shall be attached to the Bid submittal.

- b. Bids must be sealed and clearly marked identifying the following information:
1. Bidder's Name/Company Name and Address.
 2. Bids shall be addressed to:

**Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303-3459**

RE: 11ITB79995A-DR, Large Water Meter Installation Service

6. **BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
7. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to, **Donald R. Riley, CPPB, Assistant Purchasing Agent** no later than **2:00 PM, August 31, 2011**. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Bid Contact listed in Section 1(d). Telephone inquiries will not be accepted.

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

8. **REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:
1. Bid Form

2. Bid Schedule *(if applicable)*
3. Bid Bond
4. Certification of Acceptance of Bid/Proposal Requirements
5. Corporate or Partnership Certificate
6. Non-Collusion Affidavit of Prime Bidder
7. Non-Collusion Affidavit of Subcontractor
8. Contract Compliance Forms, fully executed
 - a. Promise of Non-Discrimination (Exhibit A)
 - b. Employment Report (Exhibit B)
 - c. Schedule of Intended Subcontractor Utilization (Exhibit C)
 - d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
 - e. Declaration Regarding subcontractor Practices (Exhibit E)
 - f. Joint Venture Disclosure Affidavit (Exhibit F)
 - g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

9. MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2011. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year

of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

10. NO CONTACT PROVISION

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

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

11. **BID AND CONTRACT SECURITY:** A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

As a condition of responsiveness the bid submission must contain a Bid Bond for an amount equal to 5% of the bid amount. Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. When the bidder's package is opened, a Purchasing Agent will verify the presence of the Bid Bond and remove it from the bid package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten (10) days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. **RIGHT TO REJECT BIDS:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
13. **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.
14. **EXAMINATION OF CONTRACT DOCUMENTS:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
15. **INSURANCE AND RISK MANAGEMENT PROVISIONS:** Insurance and Risk Management Provisions and Indemnification and Hold Harmless provisions are outlined in Section 6 of this bid document. The bidder is required to sign the document and include it with its bid submission.
16. **WAGE CLAUSE:** Pursuant to Fulton County Code section 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.
17. **BID OPENING:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
18. **DETERMINATION OF SUCCESSFUL BIDDER:** Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.
 - 1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b) Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c) Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d) Has adequate personnel and equipment to do the work expeditiously.
 - e) Has suitable financial means to meet obligations incidental to the work.
 - 2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

19. **NOTICE OF AWARD OF CONTRACT:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the User Department unless earlier terminated pursuant to the termination provisions of the contract.

20. **BASIS OF AWARD:** The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.
21. **EXECUTION OF CONTRACT DOCUMENTS:** Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within fifteen (15) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

22. JOINT VENTURE: Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or 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.

23. CONTRACTORS COMPLIANCE WITH ALL ASSURANCES AND/OR PROMISES MADE IN RESPONSE TO PROCUREMENT: Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

24. MINIMUM PARTICIPATION OF REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton Code section 102-357, the prime contractor or vendor for this project or contract actually perform no less than 51% of the scope of work of the prime contract.

Construction contracts are exempt from the requirements of this section.

25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

26. PROFESSIONAL LICENSES (*APPLICABLE*) / (*NON-APPLICABLE*)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C: Georgia Professional License Certification in Section 00420, Purchasing Forms & Instructions. Failure to provide the required license may deem your bid non-responsive.

27. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- A. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- B. All signatures must be executed by person(s) having contracting authority for the Bidder.
- C. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
- D. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
- E. The original and the required number of copies of the Bid must be returned to:

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

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

- F. 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 Contractor 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 Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

- G. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
- H. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
- I. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
- J. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
- K. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
- L. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- M. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
- N. A successful Bidder's delivery ticket(s) and 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 which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
- O. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the

proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

- P. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
- Q. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
- R. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
- S. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
- T. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
- U. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
- V. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s).
- W. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid

requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

- X. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
- Y. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- Z. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
- AA. Successful Bidders contract directly with Fulton 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 a Bidder being found to be "non-responsive" in the future.
- BB. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
- CC. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
- DD. Bids 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:
 - a. Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
- EE. In the evaluation of the Bids, any award will be subject to the Bid being:

- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
- FF. 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.
- GG. 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.
- HH. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
- II. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
- JJ. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. 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 are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
- KK. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

END OF SECTION

Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each 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 bid non-responsive.

Item #	Required Bid Submittal Check List	Check (√) (if applicable)	Check (√) (if complete)
1	One (1) Proposal marked “ Original ”, Five (5) copies		
2	*Form F: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>		
3	*Form G: Georgia Security and Immigration Subcontractor Affidavit (s)		
4	Bid Form		
7	Acknowledgement of each Addendum		
	Bid Bond (separate envelope if Public Works Construction project)		
9	Purchasing Forms Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Certificate of Acceptance of Request Proposal requirements Form D: Certification Regarding Debarment Form E: Disclosure Form and Questionnaire		
10	Office of Contract Compliance Requirements (separate envelope)		
11	Evidence of Insurability, bidder must submit one of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project		
12	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each		
13	Verify Form C1: Georgia Utility License Number and attach a copy of print out for each Bidder (If applicable)		
	Verify Form C2: General Contractors License Number and attach a copy of print for each Bidder (If applicable)		
14	Verify Form C3: Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)		
15	Pricing Forms		

SECTION 2

BID FORM

11ITB79995A-DR, Large Water Meter Installation Service

Submitted _____, 2011.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids. In the case of computational errors made on the Pricing Forms and translated to the Bid Form, the correct product of Estimated Quantities and Unit Prices shall equal the Total Price for each Item and the correct sum of Total (extended) Price for all Items shall be the Total Bid Amount and Base Bid.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on or before a date to be specified in the written 'Notice to Proceed' from the County and to fully complete the project within the time limits identified in the owner-contractor agreement.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<i>Name</i>	<i>Address</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 3 PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

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

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid Requirements
- Form C: Georgia Professional License Certification
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit
- Form H: Fulton County First Source Jobs Program

FORM A: 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 _____, 2011.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)
Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

FORM B: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day bidder/proposer acknowledges that he/she has read this bid document, pages _____ to _____ inclusive, including addendum(s) ____ to ____, and/or appendices ____ to ____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the bidding/proposing company to submit the bid/proposal herein and to legally obligate the bidder/proposer thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: 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.

Authority to suspend.

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

Causes for Suspension. The causes for suspension include:

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

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

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 _____, 2011

(Signature of Authorized Representative) (Date)

(Title)

this _____ day of _____, 2011

(Notary Public)

(Seal)

Commission Expires _____
(Date)

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: GEORGIA SECURITY AND IMMIGRATION
CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A/ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2011.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: GEORGIA SECURITY AND IMMIGRATION
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2011.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SECTION 4

BID BOND REQUIREMENTS

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

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.

BID BOND

**11ITB79995A-DR, LARGE WATER METER INSTALLATION
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government, in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Fulton County Government, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the Fulton County Government, for Large Water Meter Installation AND PROJECT TITLE], a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable t the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the Fulton County Government, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of

_____ Dollars

(\$ _____) being in the amount of five (5%) percent of the CONTRACT Sum. The money payable on this bond shall be paid to the Fulton County Government, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

(Signatures on next page)

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____

_____,
Who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

END OF SECTION NO. 4

SECTION 5 CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. 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.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton

County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

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

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

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

Prompt Payment: The prime contractor **must** certify in writing and **must** document 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.

REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H 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 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.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only 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.**

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.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

_____ hereby declares that it is my/our intent to
(Bidder)
perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

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

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

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

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

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

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

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

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

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

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____
(Signature)
(Printed Name)

Notary: _____ Date: _____ My Commission Expires: _____

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

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

END OF SECTION NO. 5

SECTION 6

**INSURANCE AND RISK MANAGEMENT PROVISIONS
Consulting (Operation and Maintenance)**

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Name, Number and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). 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	\$100,000
Employer’s Liability Insurance	By Disease	Policy Limit	\$500,000
Employer’s Liability Insurance	By Disease	Each Employee	\$100,000

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	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits (Including operation of non-owned, owned, and hired automobiles).	Each Occurrence	\$1,000,000
----------------------------------------------------------------------------------------------------	-----------------	-------------

4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$1,000,000
--------------------------------------	-----------------	-------------

5. PROFESSIONAL LIABILITY SEE BELOW (Scale)

Contract Value – Under \$5,000,000	Per Claim/Aggregate	\$1,000,000/\$2,000,000
Contract Value - \$5,000,000 - \$10,000,000	Per Claim/Aggregate	\$2,000,000/\$4,000,000
Contract Value – over \$10,000,000	TO BE DETERMINED (TBD)	

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).
 Extended Reporting Period 3 -5 Years

6. Contractor’s Pollution Liability Each Occurrence \$5,000,000

Or by endorsement to General Liability Policy for sudden and accidental

 If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Worker’s 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.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

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 must identify the "Certificate Holder" as follows:

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

Certificates **must** list Project Name (where applicable).

Important:

It is understood that **Insurance in not way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or

alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 7

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Large Water Meter Installation Service

All interested Contractor's attention should be drawn to the following terms, conditions and responsibilities:

Location

The work described in the specifications is located in Fulton County, Georgia. Fulton County owns and maintains a Water Distribution System North of the Chattahoochee River. The exact location will be assigned when individual projects are determined on an as-needed basis.

Work Included

The County seeks to employ qualified contractor(s) for installation and replacement large water meters throughout North Fulton County (north of the Chattahoochee River). The work to be performed under this contract shall consist of furnishing all labor, materials (except as noted) tools, equipment and incidentals and completing all Work required in order to perform new large water meter installation and large water meter replacements on the water distribution system in Fulton County.

An estimate of work on this project includes but is not limited to:

1. Installation of large size meters – estimated 50 annually
2. Replacement of large meters – estimated 115 annually
3. Other work as assigned

This listing contains estimates of the amount of specific work anticipated on this contract. It is not a guarantee of work or an inclusive list of all work the contractor might be assigned.

All non-residential new installations shall include a water meter, service line or piping and meter box or vault. All installation and/or replacement shall be accomplished in accordance to good industry practice, and generally:

1. The contractor is responsible for providing all material with the exception of the water meter, valves and vault. The contractor shall provide all fittings, pipe, appurtenances, gravel, cement, brick, block, concrete, threaded rod, copper tubing, labor, equipment, etc.
2. Contractor is responsible for the coordination of meter and meter vault delivery and installation.
3. If service line is required, contractor is responsible for installing the tap and service line.
4. All street cuts shall be repaired per DOT standards, technical specification 02668. Contractor is responsible for supplying all materials, labor, equipment, asphalt, concrete, traffic control, permits, etc.
5. Contractor shall supply all street plates.
6. Contractor shall furnish all temporary erosion control materials, but not limited to gravel.
7. Contractor shall be responsible for location of all utility lines.
8. Contractor shall receive a work order on all new installation and replacement of meters or other work as covered by this procurement from the Project Manager.

9. All work orders shall have a date and time indicated on the work order. This is the date and time to commence work. All new installations shall be accomplished as per the following schedule:
 - Commercial large Coordinate with Development Contractor
10. The contractor is responsible for coordination with general contractors. Any delay due to general contractors must be reported immediately to the Project Manager, but shall remain the responsibility of the contractor to ensure the general contractor adhere to all terms and conditions. Failure to complete meter installation within the stipulated time periods shall result in liquidated damages being paid to the County in accordance with the provisions of this procurement.
11. The contractor will be responsible for disinfection, as required, on all side services and main extensions.
12. Upon completion, the contractor shall rough grade the disturbed area and apply erosion control methods to protect the area from conditions which may cause soil erosion.

Work Coordination

- A. After receiving a work order, the contractor shall coordinate with the customer for installation or replacement of meters. It is the Contractor's responsibility to schedule the installation with the customer during a time mutually acceptable, to resolve technical issues with the customer, to insure installation or replacement in accordance with Fulton County specifications. No additional time will be authorized for installation due to conflicts in coordination with customer unless specifically agreed to in writing by the Project Manager.
- B. The contractor shall coordinate his work with third parties (such as public utilities and telephone company) in areas where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property.
- C. The contractor shall also coordinate his work with owners of private and public property where access is required for the performance of the work. Legal access will be acquired by the contractor through the owner.

Conditions at the Site

- A. The contractor shall make all necessary investigations to determine the existence and location of underground utilities and obtain all necessary permits.
- B. The contractor will be held responsible for any damage to and for maintenance and protection of existing utilities and structures.

The Contractor must adhere to the following:

Scheduling of the work

- A. This section describes the work order scheduling and progress reporting requirements of the contract. The primary objectives of the requirements of this section are:
 1. To insure adequate planning and execution of the Work by the contractor;
 2. To assist the County and Project Manager in evaluating the progress of the work.

3. To provide for optimum coordination by the contractor of its subcontractors, trades, and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
4. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work?

General Scheduling requirements

- A. The work of this contract shall be assigned via a work order issued to the contractor.
- B. The contractor shall acknowledge receipt of the work order within 3 business days from issue and provide to the Project Manager a schedule for accomplishment of work.
- C. Once approved by the Project Manager, the work order schedule will become the schedule of record for coordinating the work, scheduling the work, monitoring the work, reviewing the payment requests, evaluating time extension requests, and all other objectives listed above.
- D. The contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The work order schedule shall represent the contractor's best judgment of how it will perform the work in compliance with the contract requirements.
- F. The contractor shall be solely responsible for the delivery of all materials and equipment to be furnished by the contractor and by the County so that the progress of work orders shall be maintained according to the currently approved work order schedule for the Work.

1. NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING

Measurement and payment for the installation of large (3" and larger) meters will be on the basis of each meter installed in accordance with the unit price bid on the bid form.

Includes mobilization, all labor and equipment necessary to install service line, tap, valves, bypass piping, fittings, meter vault and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, valves and vault. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, installation of the meter assembly and installation of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

2. NEW INSTALLATION OF ¾" TO 2" METER AND TAP IN CONJUNCTION WITH EITHER NEW LARGE METER OR DOUBLE DETECTOR CHECK (DDC) INSTALLATION/REPLACEMENT ONLY.

Measurement and payment for the installation of ¾" to 2" meters, service lines, valves, fittings and meter boxes, in conjunction with large meters will be on the basis of the unit price bid on the bid form for each meter and service line installed. Unit price includes up to fifteen feet of copper tubing for meter installation. Unit price for additional length of service line installation shall be priced at the unit price per foot of service line installation in the bid for the length greater than 15 feet.

Includes mobilization, all labor and equipment necessary to install service line; tap, valves, fittings, meter box and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter, meter box, curb stop or meter setter; contractor shall provide all copper tube, necessary fittings, appurtenances, labor and equipment required for installation/replacement of the water meter. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

3. REPLACEMENT OF LARGE METER ONLY

Measurement and payment of meters will be on the basis of **the unit price bid on the bid form** for each meter replaced as directed by the County.

Includes mobilization; all labor, and equipment necessary to replace all meters. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide meter; contractor shall provide all necessary pipe, fittings and appurtenances required for replacement of the water meter. The replaced meter shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

4. REPLACEMENT OF LARGE METER INCLUDING VAULT, VALVES AND BYPASS PIPING

Measurement and payment for replacement of large meters will be on the basis of **the unit price bid on the bid form** for each complete meter assembly and vault replaced.

Includes mobilization; all labor, and equipment necessary to replace service line, tap, valves, bypass piping, fittings, touch read, meter vault and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, valves and vault. The contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly and removal and replacement of the vault. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; contractor shall provide all necessary labor and equipment. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

5. REPLACEMENT OF LARGE METER INCLUDING VALVES AND BYPASS PIPING

Measurement and payment of replacement of large meters will be on the basis of the unit price **bid on the bid form** for each complete meter assembly replaced.

Includes mobilization, all labor, and equipment necessary to replace service line; tap, valves, bypass piping, fittings, touch read, and meter. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the meter, strainer, and valves. Contractor shall provide all necessary fittings, pipe, material and other necessary appurtenances required for fabrication of the meter assembly including bypass piping, removal and replacement of the meter assembly. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

6. PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION, REPLACEMENT, OR OTHER TASKS

Measurement and payment of the pipe lines shall be on the basis **the unit price bid on the bid form** for each unit of pipe installed.

Includes mobilization, all labor and equipment necessary to install pipe and necessary fittings where not provided for in other pay items. By-pass piping is not covered by this item. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials, the contractor shall provide all fittings, pipe, and necessary appurtenances required for pipe installation. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

7. METER VAULT REPLACEMENT

Measurement and payment for each vault replaced will be on the basis of the unit price bid on the bid form for each vault replaced.

Includes mobilization, all labor and equipment necessary to coordinate vault delivery, off-loading and setting of vault, disconnection and re-installation of lines, taps, valves, and meters necessary to completely remove an existing meter assembly and existing vault and replace it with a new vault including excavation, dewatering, backfill, and compaction. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set vault; the contractor shall provide all fittings, pipe, and necessary appurtenances required for vault replacement. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

8. METER VAULT ADJUSTMENT Measurement and payment of vault adjustments will be on the basis of **the unit price** bid on the bid form for each unit (linear foot) of adjustment of each vault adjusted to grade. There are individual line items for adjustment "up to grade".

Includes mobilization, all labor and equipment necessary to coordinate riser delivery, off-loading and setting of riser and adjust meter vault to grade as listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide additional vault riser sections through a vendor; the contractor shall coordinate with vendor and County to arrange delivery of riser sections, off-load and set riser; the contractor shall provide all pipe, fittings and necessary appurtenances required to raise the elevation of an existing vault. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

9. NEW INSTALLATION OF DDC, VALVES AND VAULT

Measurement and payment will be on the basis the unit price **bid on the bid form** for each installed DDC and vault **unit**.

Including mobilization, all labor and equipment necessary to install a complete DDC and vault and test DDC, will be based on the price listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide DDC, valves, and vault; Fulton County will provide the vault through a vendor, the contractor shall coordinate with vendor and County to arrange delivery of vault, off-load and set the vault; the contractor shall provide flange kits, fittings, pipe, and necessary appurtenances required for installation of DDC, vault and valves. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

10. REPLACEMENT OF DDC ONLY

Measurement and payment will be on the basis of the unit price **bid on the bid form** for each **DDC.unit** replaced

Including providing mobilization, all labor and equipment necessary to remove a DDC and install a new DDC and test DDC, will be based on the price listed in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide the DDC; the contractor shall provide fittings, pipe, and necessary appurtenances required for replacement of DDC. Replaced DDC shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

11. VALVE REPLACEMENT ON EXISTING METERS

Measurement and payment of valves replaced will be on the basis of the unit price **bid on the bid form** for each valve and valve box replaced.

Includes mobilization, all labor and equipment necessary to completely remove an existing valve and valve box and replace it with a new valve assembly including any necessary pipe, transition couplings, mechanical joint fittings, thrust restraint, excavation, dewatering, backfill and compaction. Removed valves shall be returned to the Fulton County. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valves and valve box; the contractor shall provide pipe couplings, fittings and necessary appurtenances required to replace an existing valve. The replaced valve shall be returned to Fulton County at 11575 Maxwell Road. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

12. CUT-IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT.

Measurement and payment of cut-in valves with box will be on the basis of the unit price **bid on the bid form** for each valve installed as directed by the County.

For providing mobilization, all labor and equipment for installing valves shall be on the basis of the unit price for each in the bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide valve and valve box; the contractor shall provide pipe, fittings and necessary appurtenances required to install valve and box. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

13. CASED PIPE - JACK AND BORE OR DIRECT BURY (INCLUDES INSTALLATION OF CARRIER PIPE)

Measurement and payment of cased pipe will be on the basis of the unit price **bid on the bid form for each unit** (linear foot) of bore or buried casing length installed. The unit price bid shall include furnishing and installing the carrier pipe inside the casing.

Jack and bore with steel casings of various sizes (diameters) shall be at the unit price bid per foot for jack and bore with steel casing or direct bury with steel casing and shall include: labor, equipment, casing, supports, grout, and accessories for installing casing and carrier pipe. Measurement for payment shall be made along the centerline of the casing from edge to edge of actual bore or buried length. Length of casing protruding outside the actual bored area shall not be included. No additional payment for mobilization, labor or equipment will be made. Payment shall also include excavation and dewatering of access pits and providing sheeting and other safety requirements by OSHA. Payment for the installation of the carrier pipe shall be included in the unit price bid. No additional payment shall be made for rock excavation if some is encountered during boring and jacking operation or direct bury. Contractor shall be responsible for the operation of the bore. Any damage caused will be the responsibility of the Contractor. Payment includes mobilization, all labor and equipment necessary to install the casing and carrier pipe. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary pipes, casing and necessary appurtenances required for the installation of the casing and pipe. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

14. FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.

Measurement and payment of fire hydrants will be on the basis of the unit price **bid on the bid form** for each **unit** installed, adjusted or relocated.

For providing mobilization, all labor and equipment necessary to install, adjust or relocate a complete fire hydrant assembly will be on the basis of lump sum each as listed in the bid. Hydrants shall be adjusted to finish grade. Payment for the installation of ductile iron pipe and thrust blocking will be on the basis of unit price per foot as listed in bid. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all materials and appurtenances required for the installation, relocation or adjustment of the hydrant. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

15.WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT

Measurement and payment of tapping sleeves, valves and valve boxes will be on the basis of the unit price **bid on the bid form** for each **unit** installed as directed by the County.

For providing mobilization, all labor and equipment necessary to install a complete tapping sleeve, valve and valve box shall be on the basis of lump sum each as listed in the bid. Payment includes mobilization, all labor and equipment necessary to install service line, tap, valves, and fittings. The cost for installation or replacement of a meter box and meter shall be paid for under a separate pay item. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary materials including full MJ tapping sleeve and all appurtenances required for the installation of the tap. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

16.CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.

Measurement and payment of concrete thrust blocking will be based on the unit price **bid on the bid form** for each cubic yards of concrete placed in accordance with Fulton County's Standard (thrust block) Detail.

For furnishing and placing concrete thrust blocks shall include mobilization, labor and equipment required for forming as well as providing and placing of the concrete. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. Fulton County will provide no materials; the contractor shall provide all necessary materials required for the thrust blocking. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

17.CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS and STREET and ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH METER INSTALLATION / REPLACEMENT.

Measurement and payment for sidewalk, driveways, curbs and gutters and other cement or asphalt replacement will be on the basis of the unit price the unit price **bid on the bid form** for each **material type** and shall include mobilization, removal and disposal of old concrete or asphalt, construction of forms, if required and the replacement and finishing of the new concrete or asphalt. Measurement of sidewalk replacement and street cut repair will be on the basis of square footage. Curb and gutter replacement will be on the basis of linear feet.

For furnishing concrete shall include forming as well as providing and removing forms. Unit prices shall include the cost of the concrete per the appropriate specification, as well as delivery charges. The unit price shall include the furnishing of mobilization all labor, materials, tools, disposal and equipment necessary to complete the work as specified or as shown. No additional payment will be made for removing and replacing damaged adjacent area of driveway caused by the Contractor.

The unit price for removing and replacing concrete pavement shall include cutting, removing and disposing existing pavement and replacing and compaction of base, sub-base, concrete and all related items, as shown on the drawings, specified or as directed by the County.

The unit price for removing and replacing asphalt pavement shall include cutting, removing and disposing of existing pavement and replacing and compaction of base, sub-base, asphalt, concrete and all related items, as shown on the drawings, specified or as directed by the County. This applies to areas where standard utility cut replacement is not required. Replacement of parking lot shall also be covered under this item.

The unit price for Type E (Section 400 of the GDOT Standard Specifications) Asphalt Topping shall include the overlaying of approximately 1 inch of Type E asphalt on existing pavement.

The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after completion of the work. The contractor will repair leaks and related damage at no additional cost.

18.LABOR AND EQUIPMENT IN CONJUNCTION WITH METER INSTALLATION OR REPLACEMENT (FOR PREMIUM SERVICES AND SERVICES NOT INCLUDED IN OTHER PAY ITEMS)

Measurement and payment will be on the basis of the unit price **bid on the bid form for each** listed condition.

After Normal Hours - For providing services for a complete crew on site between 9 PM and 5 AM on normal work days to accommodate businesses and avoid water service shut off during business hours. Price bid shall be the premium cost per hour in addition to the unit price bid for the installation / construction effort. Payment includes mobilization, all labor and equipment.

Weekends and Holidays - For providing services for a complete crew on site on Weekends and Holidays to accommodate businesses and avoid water service shut off during business hours. Price bid shall be the premium cost per hour in addition to the unit price bid for the installation / construction effort. Payment includes mobilization, all labor and equipment.

Other Work – For providing a complete crew on site to perform other work as directed associated with meter installation and replacement. Crew and equipment shall be equivalent to crew required for large meter installation.

19.EROSION AND SEDIMENT CONTROL (FOR OTHER WORK NOT ASSOCIATED WITH SPECIFIC BID ITEMS ABOVE)

Measurement and payment will be on the basis of the unit price **bid on the bid form for each** type of erosion and sediment control device installed.

For silt fencing for erosion control purposes, including all materials, labor, equipment and tools, as shown on the Drawings, specified or directed by the County shall be included in the unit price bid for Silt Fence for various types. Payment includes mobilization, all labor and equipment necessary to install erosion and sediment control. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost. No additional payment will be made for the cost of maintenance and repair work. No additional payment will be made for the cost of removal and disposal of used materials. Removal of silt fence shall be done only when construction area has been completely stabilized with permanent vegetation and all roadways and driveways have been paved and/or as directed by the Project Manager.

Measurement for installing hay bales shall be made as a separate item based on actual quantity installed. Installed hay bales that do not serve its primary purpose to control erosion will not be paid, unless shown

on the work order, specified, or directed by the County.

Payment for staked hay bales shall include installation, maintenance, and replacement if necessary, of damaged bales, disposal and the furnishing of all labor, materials, equipment and tools necessary to complete the work.

Payment for dirt bag shall be made as a separate item based on quantity installed for the purpose of controlling silt during dewatering operation. The unit price shall include the furnishing of non-woven bag, gravel bed, straps, and all other labor, materials, equipment and tools necessary for a complete work.

The dirt bag is considered full, should be removed from the site when it is impractical for the bag to filter the sediment out at a reasonable flow rate, and should be replaced with a new dirt bag. Once full separate payment will be made for the replacement dirt bag

No additional payment will be made for cleaning, maintenance and disposal of dirt bag.

20. TREE PROTECTION

Measurement and payment for tree protection fence shall be based on the unit price **bid on the bid form for each** unit installed.

Except as specifically stated, tree protection is not included in the standard requirements for meter replacement and installation work items and will be paid for separately when required. Payment of tree protection shall include all labor and material to install tree protection fence. No additional payment will be made for tree protection fence that has been damaged and has to be reestablished due to Contractor's negligence. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

21. TREE REMOVAL

Except as specifically stated, tree removal is not included in the standard requirements for meter replacement and installation work items and will be paid for separately when required. Measurement and payment for trees removed will be on the unit price **bid on the bid form for each tree** on a per inch basis of the measured diameter of each tree. The measurement of the tree diameter shall be made at a point 4.5' above the ground surface. If distortions, branches or swelling is located at the 4.5' level, the tree shall be measured at the 4' and 5' level and the 2 diameters averaged. On a sloped surface the measurement shall be made on the uphill side. The tape measure shall be held at a right angle to the trunk, taking care that the tape is not twisted. If a traditional tape measure is used the circumference shall be measured in inches and this figure divided by pi (3.142) to obtain the diameter in inches. Alternately a loggers diameter tape calibrated in inches may be used.

Payment for trees removed shall include at a minimum, cutting the specified tree down even with or as low to the ground as possible, grinding the stump 4" below ground surface, filling this depression, chopping/chipping and hauling off the premises all debris. Trees will be classified as easy access if they can be dropped and difficult access if they must be de-limbed and brought down in sections. The contractor shall be responsible for the protection of underground utilities as per the Georgia Underground Utilities Protection Act. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

22..ROCK EXCAVATION

Except s specifically stated, rock excavation is not included in the standard requirements for meter replacement and installation work items and be paid for as an extra. Bolder up to 1 cy in size shall not be considered rock, but shall be removed and disposed of as part of the pay item for which it might be associated. Payment will be made for the measured quantity of rock excavated based on the unit price

bid on the bid form for rock excavation. Payment includes mobilization, all labor and equipment necessary to remove and dispose of rock. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

The maximum allowable volume of rock excavated for payment shall be based on a trench width equal to the outside diameter of the pipe barrel plus eighteen (18) inches, but not less than 36-inches, and depth of rock on the pipe centerline, from the top of the rock to the bottom of the rock or the specified bottom of trench, whichever has the higher elevation.

The County must be given reasonable notice to measure all rock. Payment shall be made based on a quantity certified correct by the County based on a joint measurement conducted by and between the Contractor and the Project Manager.

If rock is encountered that requires removal by blasting, the County will require the Contractor to employ a blasting engineer to supervise the Work. The Project Manager must approve the blasting engineer. It will be the blasting engineer's duty to advise the blaster of hole spacing and loading and to make seismic and concussion measurements were deemed necessary.

No extra payment will be made for blasting. All costs of equipment, labor and materials required for blasting shall be included in the unit price bid for rock excavation.

Payment for blast monitoring shall be made under the Task Allowances provided for blast monitoring. A fee must be agreed upon by the County prior to the Contractor employing an independent, qualified specialty subcontractor to monitor the blasting. If the Contractor employs the specialty subcontractor prior to the County's approval of the fee, all such costs are subject to non-reimbursement.

23.TRENCH STABILIZATION – Where required and approved by the County and not considered part of standard construction methods

Trench Stabilization measurement and payment where approved shall be based on the unit price **bid on the bid form for each type of stabilization material listed**. Trench Stabilization (crushed stone, #57) will not be made where such material is a part of required pipe foundation bedding or where such material is used by the Contractor to increase production or utilize a lesser strength pipe when permitted by an improved pipe foundation or within the limits of the water meter vault footprint. Such additional use of granular material in bedding pipe or for other purposes is considered an incidental cost of construction and no separate payment will be made. Payment includes mobilization, all labor and equipment necessary to stabilize trench. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

If trench stabilization is required for work not specifically included in the bid and the sub-grade is, by nature, too soft and mucky for proper installation of pipe, the Project Manager may order the Contractor to undercut the ditch and backfill with granular material (crushed stone, #57). The crushed stone shall be brought to grade and compacted. When the unsuitable nature of in-place material arises out of wet trench conditions, granular material will be authorized only where alternative techniques (including dewatering methods) are impractical as determined by the Project Manager.

When use of granular material is authorized, its volume in cubic yards will be computed by multiplying (1) the horizontal length of the granular material construction along the water line centerline by (2) the authorized depth of granular material measured at the side of the pipe by (3) the narrowest maximum trench width authorized in the specifications and drawings.

If during excavation, the sub-grade in-place material under roadway or other paved areas is found

unsuitable, in the opinion of the Project Manager for proper backfilling of trench and installation of pavement, the Project Manager may order the Contractor to remove such material and replace it with trench stabilization material such as suitable earth material (borrow), crusher run or M-10 sand. Where trench stabilization is provided, the trench stabilization material shall be compacted to the requirement of the specifications. However, if the excavated material is found suitable but becomes unsuitable later due to improper handling and stockpiling by the Contractor, the Contractor shall be responsible for providing suitable backfill material acceptable to the County. The County may also order the replacement of in-situ materials with trench stabilization materials. Payment of such will be similar as described below.

Payment for Trench Stabilization shall be the full compensation for removing and disposing the unsuitable material, furnishing trench stabilization material, over-excavation of trench, dewatering, compaction and other related work. Trench Stabilization materials will be measured similar to computing granular material described above.

Backfilling the top portion of trench on paved areas temporarily with crusher run or granular material to make the road passable or for other purposes is considered as an incidental cost of constructing of each line item, and shall be the responsibility of the Contractor. No separate payment will be made for this work.

No additional payment will be made for disposing surplus material offsite.

24.REMOVE AND REPLACE EXISTING FENCE (FOR ITEMS NOT INCLUDED IN BID SHEETS)

Except as specifically stated, fence removal and replacement is not included in the standard requirements for meter replacement and installation work items and will be paid for separately when required. Payment of removing and replacing existing fence shall be measured based on the unit price **bid on the bid form** the quantity removed and replaced for various type of fence. Unit price shall include all labor, material, equipment and tools necessary to complete the work as shown on the Drawings, specified or directed by the County. Payment includes mobilization, all labor and equipment necessary to remove and replace fencing. The site shall be left rough graded and mulched as per soil and erosion control standards. The contractor shall remove excess soil and debris from the site. The contractor is responsible for all leaks for a period of 365 calendar days after approved completion of the work. The contractor will repair leaks and related damage at no additional cost.

INSPECTION OF WORK

Inspection

- A. The Project Manager shall have the right of access to and inspection of the work at all times. Materials, equipment and products shall be subject to the Project Manager's review as specified herein.
- B. The Project Manager is responsible for general surveillance of the work on behalf of the County. The Project Manager is not responsible for construction means, methods, sequences, or procedures or for safety precautions and programs in connection with the work. The Project Manager is not responsible for supervision of the work and shall not give instruction to the Contractor's personnel as to methods of execution of the work. The Project Manager is not responsible for the Contractor's failure to carry out the work in accordance with the scope of work.

Contractor's Duties

- A. The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the work.

- B. The Contractor shall correct, to the satisfaction of the County, any work or material not provided by the County found to be defective or of deficient quality. The Contractor at no additional expense to the County shall make such corrections.
- C. Limit blowing dust caused by construction by applying water or employing other appropriate means or methods to maintain dust control subject to the approval of the County. As a minimum, this may require the use of a water wagon to suppress dusty conditions.

Right of Entry

- A. Representatives of Fulton County, the Environmental Protection Division of the Georgia Department of Natural Resources, and the U.S. Department of Agriculture, Soil Conservation Services and others as may be identified by the County shall have access to the work wherever it is in preparation or progress.

CLEANING

Scope

- A. This Section covers the general cleaning which the contractor shall be required to perform both during construction and before final acceptance of the project unless otherwise shown on the drawings or specified elsewhere in these specifications.

Quality Assurance

- A. Daily and more often if necessary, conducts inspections verifying that requirements of cleanliness are being met.
- B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

Hazardous Material and Waste

- A. The contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in an approved landfill.
- B. The contractor shall prevent accumulation of waste which creates hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of hazardous waste or materials into sanitary or storm sewers shall not be allowed.

Disposable Surplus Material

- A. Unless otherwise shown on the drawings, specified or directed, the contractor shall legally dispose off the site all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the County.

Cleaning Materials and Equipment

- A. Provide all required personnel with equipment and materials needed to maintain the specified standard of cleanliness.

Compatibility

- A. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the County.

Progress Cleaning

- A. General
 1. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
 2. At least each day, if not more often if necessary, completely remove all scrap, debris and waste material from the job site.
 3. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
- B. Site
 1. Daily and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
 2. At all times maintain the site in a neat and orderly condition which meets the approval of the County.

Final Cleaning

- A. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in section 3.01 above.
- B. Site: Unless otherwise specifically directed by the county, hose down all paved areas on the site and all sidewalks; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- C. Post-Construction Cleanup: All evidence of temporary construction facilities. Haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the County.
- D. Restoration of Landscape Damage: Any landscape feature damaged by the contractor outside the limits of construction shall be restored as nearly as possible to its original condition at the contractor's expense. The County will decide what method of restoration shall be used.
- E. Timing: Schedule final cleaning as approved by the County to enable the County to accept the Project.

SUPERVISION OF WORK AND COORDINATION WITH OTHERS.

The contractor shall supervise and direct the work using the contractor's best skill and attention. The contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Project Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under

these or similar conditions of the contract, or work which has been extracted from the contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the contract documents in each case shall mean the contractor who executes each separate County Agreement.

The contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the contract documents.

If any part of the contractor's work depends for proper execution or results upon the work of the County or any separate contractor, the contractor shall, prior to proceeding with that portion of the work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results within fourteen (14) days of discovery of such discrepancy or defect. Failure of the contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the work, except as to any defects which may subsequently become apparent in such work by others. Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the contractor wrongfully cause damage to the work or property of the County, or to other work or property on the site, including the work of separate contractors, the contractor shall promptly remedy such damage at the contractor's expense.

Should the contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Project Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Project Manager shall have liabilities therefore, but the contractor may assert his claim for damages solely against such other contractor. The contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this contract shall be performed concurrently in the same areas as other construction work, the contractor shall coordinate with the Project Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the contractor or contractors responsible therefore as the County shall determine to be just.

The contractor shall employ only competent and skilled personnel. The contractor shall, upon demand from the Project Manager, immediately remove any superintendent, foreman or workman whom the Project Manager may consider incompetent or undesirable.

The contractor shall be responsible to the County for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement.

SAFETIES, EMERGENICES and SUSPENSION OF WORK

The contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the contractor shall erect and maintain, as required by law or regulation, existing conditions and the progress of the work, all reasonable safeguards for the safety, health, and protection of persons in the vicinity of the project and in accordance with the Fulton County contractor Safety and Health Management Process (Process). The Process (incorporated herein by reference) establishes only the minimum safety requirements for the work. Compliance with the process shall not relieve the

contractor of its obligation to comply with any other requirement of law or regulation or provide a defense against any claim of violation of such other law or regulation. The contractor is solely responsible for providing a safe and healthy workplace and shall defend, indemnify and hold harmless the County, its officers, employees, agents, and other contractors from any and all losses, claims, penalties, judgments, and expenses, including attorney's fees and legal costs arising in whole or in part from any failure of the contractor or any of its subcontractors at any tier to comply with the safety and health requirements of this contract. Failure to provide a safe and healthy working place or to follow the safety requirements of this agreement after written notification by the County of such failure is reason for termination of the contract according to the termination provisions herein.

In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the work or its performance, the contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this agreement. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by this Condition against any sums then or thereafter due the contractor. The contractor shall defend, indemnify and hold harmless the County, its officer, employees, agents, and contractors against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein.

Should, in the judgment of the County or its agent(s), the contractor or any subcontractor fail to provide a safe and healthy work place or fail to follow the safety requirements defined in the contract documents and approvals, the County or its agent(s) shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the contractor.

The contractor is solely responsible for the implementation of its safety program and the safe provision of its services. The contractor shall defend, indemnify, and hold harmless the County and its agent(s) from and against any and all liability (whether public or private, penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of; the contractor, its subcontractors at any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The contractor shall not be relieved of its responsibilities under the safety requirements of the contract the County or its agent(s) act or fail to act pursuant to its rights hereunder. The County and its agents shall not assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the contractor by this agreement by virtue of having provided any safety program guidelines. The contractor shall not raise as a defense to its obligation to indemnify under this condition any failure of those indemnified hereunder to assure contractor operates safely, it being understood and agreed that no such failure shall relieve the contractor from its obligation to assure safe operation or from its obligation to so indemnify. The contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly from those indemnified hereunder.

In any and all claims against those indemnified hereunder by any employee of the contractor, any subcontractor at any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this condition shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor at any tier under any workers' compensation act, disability benefit or other employee benefit acts.

COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION AND COUNTY

1 No clearing or grading shall be completed by contractor within the State Department of Transportation

- (DOT) area under construction. The contractor must coordinate his construction scheduling with DOT.
- 2 If the contractor begins work before DOT completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the contractor's work in the DOT area.
 - 3 The contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.
 - 4 The contractor shall obtain DOT drawings of the DOT project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The contractor is responsible for obtaining any pertinent DOT revisions.

PROGRESS REPORTS AND PHOTOGRAPHS

General

- A. The contractor shall submit to the Project Manager, on the last day of each week, the daily progress reports for each day worked that week, including the following information:
 1. A statement of work performed that day including a copy of all work orders performed.
 2. A manpower report indicating numbers working that day by trade, including subcontractors.
 3. A copy of a delivery receipt of all deliveries, to the project on that day, of the equipment or materials that require approval according to these specifications.
 4. Weather conditions.
 5. Copy of all photographs or videos
 6. Other data pertinent to the progress of the work.
- B. Prior to the beginning of any work, the contractor shall take sufficient photographs or video of the work area to record existing conditions. Following completion of the work, another recording shall be made showing the same area and features as in the pre-construction photographs. All conditions, which might later be subject to disagreement, shall be shown in sufficient detail to provide a basis for decisions. The Contractor shall mark all photographs and videos with the work order number and submit to the Project Manager with the weekly report.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

Work

- A. The work covered by this section includes furnishing all labor, furnishing equipment, and materials required for temporary control of construction operations.

Pumping

- A. The contractor shall furnish and operate pumping and appurtenant piping for dewatering, flow rerouting, or any similar purposes.
- B. Pumping equipment which could disturb the public will only be operated only during a standard work day or as approved by the County.

Temporary Facilities

- A. The contractor shall provide temporary toilets as required and shall maintain them in a sanitary condition for the duration of the work and remove them at completion.
- B. On or before the completion of the work, the contractors shall remove all temporary facilities, together with all rubbish and trash, as directed by the County.

Storage

- A. The contractor shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the contract.

Removal

- A. The contractor shall remove temporary facilities from the site of the work when so notified by the County.
- B. The contractor shall enforce the instructions of the County regarding signs, advertisements, fire and smoking.

Maintenance During Construction

- A. Continuous and effective work shall be performed day by day, with adequate equipment and forces as required to keep the backfill, pavement, structures, pipe lines and other features in satisfactory and acceptable condition at all times.
- B. In the event the contractor fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the County describing the unsatisfactory conditions, the County may be immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the contractor under the contract.

Clean-Up and Disposal

- A. At the end of each day's operation, the contractor shall thoroughly clear the work site of all dirt or debris, and generally restore the site to an acceptable condition. Upon completion of the work, all excess material and rubbish shall be removed from the job site and disposal of properly. The surrounding construction area shall be left in as good a condition as that which existed prior to construction.
- B. The contractor shall transport and expeditiously dispose of all materials removed from the construction site. Disposal shall be at no additional cost to the County, and in a manner consistent with all applicable codes and regulations.

TRAFFIC CONTROLS

- A. The contractor shall provide all signs, barriers, markers, and flagmen as required to maintain traffic.
- B. The contractor shall maintain traffic at all times, as practicable.
- C. No road shall be closed to traffic without the approval of the County.
- D. Open trenches adjacent to traveled rights-of-way shall be properly barricaded, bridged, or otherwise maintained safe for traffic.

Access Roads

- A. Streets, road and drives used by the contractor for access to and from the site of the work shall be protected from damage caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired and left in good condition at the closure of the construction period. Any new access road construction shall be all weather and have drainage structures placed as shown or as required.

Restoration of Paving

- A. The contractor shall restore in a neat and acceptable manner all streets, roadways, or other areas where trenches have been opened.
 - 1. Bituminous concrete, and prime and seal paving shall be restored so that the wearing surface and base course shall each be in accordance with approved County standards.
 - 2. Gravel surfacing shall be restored to its original thickness with a size gravel to match the existing, but in no case shall restored surfacing be less than 4 inches.
 - 3. The contractor shall restore concrete curbs, gutters, and walks to the size and shape they originally were. Damaged sections shall be replaced with complete new sections. Patching of damaged sections will not be permitted.

Tree and Plant Protection

- A. The contractor shall preserve and protect existing trees and plants at the site which are designated to remain and those adjacent to the site.
- B. Temporary barriers to a height of four feet shall be provided around each tree, or around each group of trees, or around plants to be protected.
- C. The contractor shall carefully supervise excavating, grading and filling, and subsequent construction operations to prevent damage.
- D. The contractor shall consult with the County, and remove those roots and branches which interfere with construction.
- E. The contractor shall replace, or suitably repair, trees and plants designated to remain, which have been damaged or destroyed due to construction operation.
- F. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

Soil Erosion

- A. The contractor shall be required to take the necessary steps to minimize siltation and soil erosion during construction. This work shall consist of furnishing all labor, equipment, and materials and performing all operations in connections with the construction, installation, and maintenance of all erosion and pollution controls through the use of berms, sediment basins, mulches, hay erosion checks, ditches, debris filters, and other devices.
- B. Temporary pollution control shall be coordinated with the permanent landscape program to assure economical, effective and continuous erosion control throughout the construction period.

Barricades, Lights and Signals

- A. The contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.

- B. The contractor will be held responsible for all damages to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the contractor shall immediately remove the damaged portion and replace it at the contractor's cost and expense. The contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the project has been accepted by the County.
- C. The contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectively prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset to sunrise.

PROJECT MAINTENANCE AND WARRANTY

- A. Maintain and keep in good repair the work covered by the work orders and Specifications until acceptance by County.
- B. The contractor shall warrant for a period of one year from the date of County's written acceptance of certain segments of the work as defined in the contract documents, that the completed work is free from all defects due to faulty products supplied by the contractor or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such defects, the County may do so and charge the contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another contractor or the County, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures of major consequences prior to the expiration of the one year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12 month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one year warranty. Should multiple failures occur in a given item; all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and re-warranted for one year.
- E. The contractor shall, at contractor's expense, furnish all labor, materials tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any

facility not designated for removal, resulting from the contractor's operations, shall be promptly repaired by the contractor at no cost to the County.

- G. The contractor shall be responsible for all road and entrance reconstruction.
- H. In the event the contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the County reserves the right to cause the required materials to be procured and the work to be done, as described in the drawings and specifications, and to hold the contractor and the sureties on contractor's bond liable for the cost and expense thereof.
- I. Notice to contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the contractor at contractor's home office.
- J. Neither the foregoing paragraphs nor any provision in the contract documents, nor any special guarantee time limit implies any limitation of the contractor's liability within the law of the place of construction.
This Section identifies each Measurement for Payment outlined in the bid (Bid Price Schedule) and describes the methods by which payments shall be based.
 - A. No payment shall be made for the restoration of developed property unless specifically authorized by the Project Manager, in writing, on the service order. This includes but is not limited to sidewalks and curbs, driveways, fences, walls or grass and/or sod. Any payment for restoration of such developed property will be made at the bid rate on a per unit basis.
 - B. The cost of moving and reestablishing man-made and landscape features, including labor, materials and equipment shall be included in the unit price bid for such items and shall be specifically authorized by the project manager, in writing, on the work order.
 - C. No additional or separate payment shall be made for cutting of concrete and asphalt pavement, excavation, disposal of rubbish and debris, pipe bedding, backfill, dewatering of trench, or repair of damaged properties. All of these items are contained in the unit price of individual items or are included as a line item in the bid. All testing required for the execution of the work shall be done as part of the price for the item involved.
 - D. No additional or separate payment shall be made for any traffic control, work area protection, recording, safety measures, set-up of equipment and set-up of staging area, except as indicated below. Payment for these items shall be part of the unit price bid for each particular item of work.
 - E. No additional or separate payment shall be made for providing detail surveys needed for construction. The contractor shall be responsible for furnishing benchmarks, reference points and stakes to establish a base line for locating the principal component of the work. The contractor shall also be responsible for providing any further survey necessary to complete the work. The contractor shall carefully preserve the established points, and in case of willful or careless destruction, the contractor shall be responsible for the costs of reestablishing the benchmarks, reference points and stakes.
 - F. No additional or separate payment or additional payment shall be made for any special unique method, means, techniques or equipment necessary for the contractor's compliance with these specifications, regulatory requirements, permits, laws or regulations which govern the project. All costs shall be included in the unit price bid for each item.
 - G. No additional or separate payment shall be made for trench excavation. All costs shall be included in the unit price bid for each item.
 - H. No additional or separate payment will be made for providing sheeting, bracing, and timbering

specified, shown on the drawings or necessary due to the contractor's means of construction. All costs for sheeting, bracing, and shoring shall be included in the unit price bid for each individual item.

- I. No payment will be made for sheeting removed or for sheeting left in place for the contractor's convenience.
- J. No additional or separate payment will be made for material used to provide crushed stone (#57) bedding and hunching. The cost of all bedding and hunching materials shall be included in the unit price bid for the item to which it relates except for trench stabilization.
- K. No additional or separate payment will be made for improved bedding required to compensate for over excavation of the trench. Additional bedding required to compensate for removed unsuitable materials, as directed by the project manager will be paid through the unit price bid for trench stabilization.
- L. No additional or separate payment shall be made for initial and/or final backfill.
- M. No additional or separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.
- N. No additional or separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet compaction requirements.
- O. No additional or separate payment shall be made for providing select material if the in-situ material cannot meet the compaction requirements.
- P. No additional or separate payment will be made for select backfill material. Payment for select material shall be included in the unit price bid each individual item.
- Q. No additional or separate payment will be made for disposal off site of surplus excavated materials.
- R. No additional or separate payment will be made for placing temporary crusher run backfill or granular material on top portion of trench on paved areas.
- S. All costs for clean-up and testing shall be included in the unit price bid for each individual item. Final payment shall not be made for any installation unless both testing and clean-up have been performed satisfactorily for that that item for which payment is being requested.
- T. Payment for testing shall be made at the unit price bid for each individual item. No separate payment shall be made for associated testing fees.

WARRANTIES

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

Contractor Warranty of the Work

If within one year after the date of issuance of the certificate of final payment or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Project Manager to do so. This obligation shall survive both final payment for the work and termination of the

contract.

Assignment of Manufacturers' Warranties Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

SECTION 8A

PERFORMANCE BOND REQUIREMENTS

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed 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 as a surety in 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [INSERT CONTRACTOR NAME] (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") and their successors and assigns, 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 (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the [NAME OF PROJECT], more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in 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, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., 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 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, 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.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 8A

SECTION 8B

PAYMENT BOND REQUIREMENTS

No Contract with Fulton County for work to be done 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.

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 construction-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.

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.

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)

END OF SECTION NO. 8B

SECTION 9**SPECIAL CONDITIONS**

SPECIAL CONDITIONS: The following Special Conditions take precedence over plans and specifications. All other requirements remain in full effect.

All work must be completed within the time constraints specified in the Notice to Proceed. Failure to comply with the time constraints agreed upon in the Notice to proceed could result in liquidated damages claims payable to the County.

Clean up: After the work is complete, any disturbance to the surrounding area shall be immediately restored to its prior condition. All disturbed sod shall be replaced and tamped to grade. All shrubbery shall be replaced. All paving, curbing and sidewalks shall be replaced. All other disturbed areas shall be raked, seeded, fertilized and mulched. All trash and debris shall be removed. Any soil on paved surfaces shall be removed and the surfaces cleaned. Return "Out of Service" location information to North Fulton County Water System Operation and Maintenance Field Office at 11575 Maxwell Road.

Any work within traffic lanes shall be controlled for safety according to Georgia D.O.T. standards. Permits as required by local jurisdictions shall be obtained by the Contractor including but not limited to: land disturbance, street cuts, erosion control, business license, utility encroachments, etc.

Contractor Qualifications

Contractor must supply evidence showing five (5) years experience in large water meter installation. Contractor's field supervisors must have a minimum of (5) years experience in the installation of large water meters.

Contractor must have the ability to install water meters "under pressure". .

Contractor must provide proof of insurance (general liability, worker's compensation, and auto). Contractor must provide performance and payment bonds for, 25% of contract price.

Contractor must possess a Utility Contractor's License issued by the State of Georgia, no exceptions.

**SECTION 10
PRICING FORMS**

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Price
1.	NEW INSTALLATION OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING				
1.1	3" meter	EA	20	\$	\$
1.2	4" meter	EA	10	\$	\$
1.3	6" meter	EA	15	\$	\$
1.4	8" meter	EA	10	\$	\$
1.5	10" meter	EA	3	\$	\$
2.	NEW INSTALLATION OF ¾ TO 2" METERS AND TAPS IN CONJUNCTION WITH NEW LARGE METER OR DOUBLE DETECTOR CHECK (DDC) INSTALLATION ONLY				
2.1	¾ or 1" Tap and Meter installation	EA	5	\$	\$
2.2	1½" or 2" Tap and meter installation	EA	5	\$	\$
2.3	¾" Copper tubing installation after 15 ft	LF	50	\$	\$
2.4	1" Copper tubing installation after 15 ft	LF	50	\$	\$
2.5	1 ½" Copper tubing installation after 15 ft	LF	50	\$	\$
2.6	2" Copper tubing installation after 15 ft	LF	50	\$	\$
3.	REPLACEMENT OF LARGE METERS ONLY				
3.1	3" meter	EA	15	\$	\$
3.2	4" meter	EA	15	\$	\$
3.3	6" meter	EA	15	\$	\$
3.4	8" meter	EA	15	\$	\$
3.5	10" meter	EA	3	\$	\$
4.	REPLACEMENT OF LARGE METERS INCLUDING VAULTS, VALVES & BYPASS PIPING				
4.1	3" meter, vault, valves, bypass	EA	10	\$	\$
4.2	4" meter, vault, valves, bypass	EA	10	\$	\$
4.3	6" meter, vault, valves, bypass	EA	15	\$	\$
4.4	8" meter, vault, valves, bypass	EA	15	\$	\$
4.5	10" meter, vault, valves, bypass	EA	5	\$	\$
5.	REPLACEMENT OF LARGE METERS INCLUDING VALVES & BYPASS PIPING				
5.1	3" meter, valves, bypass	EA	10	\$	\$
5.2	4" meter, valves, bypass	EA	10	\$	\$
5.3	6" meter, valves, bypass	EA	10	\$	\$
5.4	8" meter, valves, bypass	EA	15	\$	\$
5.5	10" meter, valves, bypass	EA	5	\$	\$

6.	PIPE INSTALLATION IN CONJUNCTION WITH LARGE METER INSTALLATION				
6.1	Installing 6" Ductile Iron Pipe	LF	100	\$	\$
6.2	Installing 8" Ductile Iron Pipe	LF	100	\$	\$
6.3	Installing 10" Ductile Iron Pipe	LF	100	\$	\$
6.4	Installing 12" Ductile Iron Pipe	LF	100	\$	\$
7.	METER VAULT & LID REPLACEMENT				
7.1	Medium vault, 108"x60" inside dimension	EA	3	\$	\$
7.2	Large vault, 144"x72" inside dimension	EA	3	\$	\$
8.	METER AND DOUBLE DETECTOR CHECK (DDC) VAULT ADJUSTMENT				
8.1	Medium vault adjustment to grade (up)	VF	15	\$	\$
8.2	Large vault adjustment to grade (up)	VF	15	\$	\$
9.	NEW INSTALLATION OF DDC, VAULT AND VALVES				
9.1	3" DDC	EA	1	\$	\$
9.2	4" DDC	EA	1	\$	\$
9.3	6" DDC	EA	1	\$	\$
9.4	8" DDC	EA	1	\$	\$
9.5	10" DDC	EA	1	\$	\$
9.6	12" DDC	EA	1	\$	\$
10.	REPLACEMENT OF DDC ONLY				
10.1	3" DDC	EA	1	\$	\$
10.2	4" DDC	EA	1	\$	\$
10.3	6" DDC	EA	1	\$	\$
10.4	8" DDC	EA	1	\$	\$
10.5	10" DDC	EA	1	\$	\$
10.6	12" DDC	EA	1	\$	\$
11.	SINGLE VALVE REPLACEMENT ON EXISTING METERS				
11.1	3" valve	EA	5	\$	\$
11.2	4" valve	EA	5	\$	\$
11.3	6" valve	EA	5	\$	\$
11.4	8" valve	EA	5	\$	\$
11.5	10" valve	EA	5	\$	\$
11.6	12" valve	EA	5	\$	\$
12.	CUT IN OF VALVES IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT				
12.1	Install 3" Gate valve w/valve box	EA	5	\$	\$
12.2	Install 4" Gate valve w/valve box	EA	5	\$	\$
12.3	Install 6" Gate valve w/valve box	EA	5	\$	\$
12.4	Install 8" Gate valve w/valve box	EA	5	\$	\$
12.5	Install 10" Gate valve w/valve box	EA	5	\$	\$
12.6	Install 12: Gate valve w/valve box	EA	5	\$	\$
13.	INSTALLATION OF CASING AND CARRIER PIPE				

13.1	8 inch DIP in 12" Bored Casing with 0.33" Wall Thickness	LF	40	\$	\$
13.2	10inch DIP in 16" Bored Casing with 0.375" Wall Thickness	LF	40	\$	\$
13.3	12 inch DIP in 20" Bored Casing with 0.375" Wall Thickness	LF	40	\$	\$
13.4	8 inch DIP in 12" Direct Bury Casing with 0.33" Wall Thickness	LF	40	\$	\$
13.5	10 inch DIP in 16" Direct Bury Casing with 0.375" Wall Thickness	LF	40	\$	\$
13.6	12 inch DIP in 20" Direct Bury Casing with 0.375" Wall Thickness	LF	40	\$	\$
14.	FIRE HYDRANT INSTALLATION, RELOCATION AND HEIGHT ADJUSTMENT IN CONJUNCTION WITH METER INSTALLATION AND REPLACEMENT				
14.1	Fire Hydrant Installation (0-4 ½' bury depth)	EA	5	\$	\$
14.2	Fire Hydrant Relocation (0-20' distance from existing hydrant)	EA	5	\$	\$
14.3	Install 6" Fire Hydrant Extension	EA	5	\$	\$
14.4	Install 12" Fire Hydrant Extension	EA	5	\$	\$
14.5	Install 18" Fire Hydrant Extension	EA	5	\$	\$
14.6	Install 24' Fire Hydrant Extension	EA	5	\$	\$
14.7	Install 36" Fire Hydrant Extension	EA	5	\$	\$
15.	WET TAPPING, VALVE AND VALVE BOX IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT				
15.1	6"X6"	EA	1	\$	\$
15.2	6"X8"	EA	1	\$	\$
15.3	6"x10"	EA	1	\$	\$
15.3	6"x12"	EA	1	\$	\$
15.4	6"x16"	EA	1	\$	\$
15.5	6"x24"	EA	1	\$	\$
15.6	8"x8"	EA	1	\$	\$
15.7	8"x10"	EA	1	\$	\$
15.8	8"x12"	EA	1	\$	\$
15.9	8"x16"	EA	1	\$	\$
15.10	8"x24"	EA	1	\$	\$
15.11	10"x10"	EA	1	\$	\$
15.12	10"x12"	EA	1	\$	\$
15.13	10"x16"	EA	1	\$	\$
15.14	10"x24"	EA	1	\$	\$
15.15	12"x12"	EA	1	\$	\$
15.16	12"x16"	EA	1	\$	\$
15.17	12"x24"	EA	1	\$	\$
16.	CONCRETE THRUST BLOCK INSTALLATION IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT				

16.1	Concrete Thrust Block	CU YD	25	\$	\$
17.	CONCRETE & ASPHALT SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS & STREET & ROAD PAVEMENT REPLACEMENT AND FINISH IN CONJUNCTION WITH EITHER NEW METER INSTALLATION OR METER REPLACEMENT				
17.1	Remove & Replace Concrete Curb	LF	100	\$	\$
17.2	Remove & Replace Granite Curb	LF	50	\$	\$
17.3	Remove & Replace Concrete Driveway	SF	500	\$	\$
17.4	Remove & Replace Asphalt Driveway	SF	300	\$	\$
17.5	Remove & Replace Gravel Driveway	SF	300	\$	\$
17.6	Remove & Replace Decorative Paver	SF	300	\$	\$
17.7	Remove & Replace Brick Driveway	SF	300	\$	\$
17.8	Remove & Replace Concrete Sidewalk	SF	500	\$	\$
17.9	Remove & Replace Concrete Pavement	SF	300	\$	\$
17.10	Remove & Replace Asphalt Pavement	SF	500	\$	\$
17.11	FC Standard Utility Cut Replacement	SF	300	\$	\$
17.12	1 ½ in Type "E" Asphalt Topping	SF	300	\$	\$
18.	LABOR AND EQUIPMENT IN CONJUNCTION WITH NEW METER INSTALLATION OR METER REPLACEMENT (PREMIUM SERVICES)				
18.1	After Normal Hours	HR	400	\$	\$
18.2	Weekends and Holidays	HR	400	\$	\$
18.3	Other Work	HR	100	\$	\$
19.	EROSION AND SEDIMENT CONTROL (FOR ITEMS NOT INCLUDED IN BID SHEETW)				
19.1	Temporary Grassing	SF	1000	\$	\$
19.2	Type "A" Silt Fence	LF	200	\$	\$
19.3	Type "B" Silt Fence	LF	200	\$	\$
19.4	Type "C" Silt Fence	LF	200	\$	\$
19.5	Staked Hay Bales	EA	100	\$	\$
19.6	Dirt Bag (silt control pumping system)	EA	5	\$	\$
20.	TREE PROTECTION				
20.1	Tree Protection Fence (active)	LF	100	\$	\$
20.2	Tree Protection Fence (passive)	LF	100	\$	\$
21	TREE REMOVAL				
21.1	Tree removal, easy access	IN	100	\$	\$
21.2	Tree removal, difficult access	IN	100	\$	\$
22.	ROCK EXCAVATION				
22.1	Excavation and removal of rock	CY	10	\$	\$
23.	TRENCH STABILIZATION				

23.1	Suitable Earth Materials (borrow)	CY	10	\$	\$
23.2	Crusher Run	CY	10	\$	\$
23.3	Crushed Stone, No. 57	CY	10	\$	\$
23.4	M-10 Sand	CY	10	\$	\$
24.	REMOVE AND REPLACE EXISTING FENCE				
24.1	4-ft High Chain Link	LF	100	\$	\$
24.2	6-ft High Chain Link	LF	100	\$	\$
24.3	4-ft High Wood	LF	100	\$	\$
24.4	6-ft High Wood	LF	100	\$	\$

The Total Bid Amount is the value on which your bid will be evaluated. In the case of computational errors, the correct product of Estimated Quantities and Unit Prices shall equal the Total Price for each Item and correct sum of Total (extended) Price for all Items shall be the Total Bid Amount.

TOTAL BID AMOUNT, ITEM 1 through ITEM 24 inclusive;

The amount of _____

Dollars (\$ _____)

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease. The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the County as liquidated damages for such failure.

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the County opportunity to judge as to experience, standing, and financial ability.

OWNER'S NAME

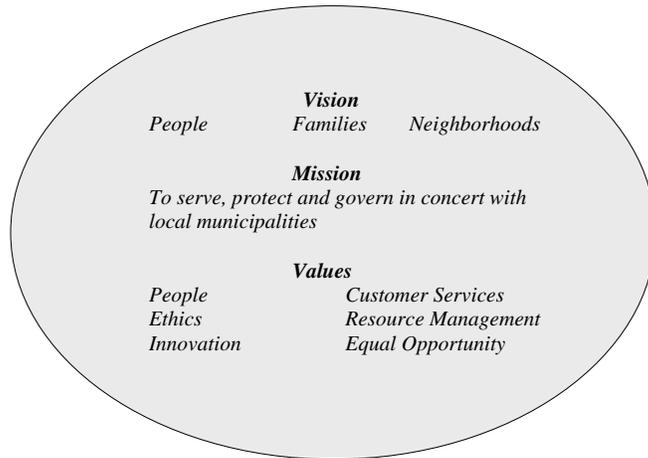
OWNER'S REPRESENTATIVE'S TELEPHONE

Contractor must submit pricing exactly as directed. Contractor must provide pricing on each of the items. Failure to do so will result in a determination of Non-responsive and disqualification of bid

SAMPLE CONTRACT



FULTON COUNTY



CONTRACT DOCUMENTS FOR

11ITB79995A-DR

LARGE WATER METER INSTALLATION

For

PUBLIC WORKS DEPARTMENT

Index of Articles

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ARTICLE 30.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
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ARTICLE 33.	<u>CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
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ARTICLE 37.	<u>NON-APPROPRIATION</u>
ARTICLE 38.	<u>WAGE CLAUSE</u>

CONTRACT AGREEMENT

Contractor: **[Insert Contractor Name]**
Contract No.: **[Insert Project Number and Title]**
Address: **[Insert Contractor Address]**
City, State
Telephone: **[Insert Contractor telephone #]**
Email: **[Insert Consultant Email]**
Contact: **[Insert Contractor Contact Name]**
[Insert Contractor Contact Title]

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

WITNESSETH

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

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

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

ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Scope of Work
- V. Exhibit C: Compensation;
- VI. Exhibit D: Purchasing Forms;
- VII. Exhibit E: Contract Compliance Forms;
- VIII. Exhibit F: Insurance and Risk Management Form;
- IX. Exhibit G: Payment & Performance Bonds (if applicable)

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 Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

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

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

ARTICLE 4. **SCOPE OF SERVICES**

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

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

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

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

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor 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 7. **SCHEDULE OF WORK**

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

ARTICLE 8. **CONTRACT TERM**

[Insert contract term and any renewal options]

ARTICLE 9. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, 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 10. PERSONNEL AND EQUIPMENT

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

Contractor 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 Contractor 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 Contractor. No changes or substitutions shall be permitted in Contractor'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 11. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, 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 Contractor 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 Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. 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 name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor 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, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the [insert user department name] designated representative.

ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, 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 Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

ARTICLE 14. **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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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

ARTICLE 15. **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 16. **INDEPENDENT CONTRACTOR**

Contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

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

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

Contractor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These 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 19. **COVENANT AGAINST CONTINGENT FEES**

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. **INSURANCE**

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

ARTICLE 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **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 22. SUBCONTRACTING

Contractor 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 23. ASSIGNABILITY

Contractor 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 Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. 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. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor 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 eight 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. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

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

ARTICLE 27. **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 Contractor 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 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

With a copy to:

Fulton County Department of Purchasing

Purchasing Director

130 Peachtree Street, Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 730-5800

Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker, Interim Director

Notices to Contractor shall be addressed as follows:

[Insert Contractor Representative for project]

[Insert Contractor Address]

Telephone:

Facsimile:

Attention: **[Insert Contractor Representative for project]**

ARTICLE 29. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, 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 the **Fulton County Superior Courts**. 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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

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

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor 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 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

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

ARTICLE 33. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor 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 Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 34. **INVOICING AND PAYMENT**

Contractor 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 Contractor 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: Contractor shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

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

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

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor 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-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid

for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors 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 Contractor; Release. The acceptance by the Contractor 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 Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor 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 35. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 36. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 37. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 38. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor 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.

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

CONTRACTOR:

[Insert Contractor COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

[Insert Name & Title of person authorized to sign contract]

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

***[Insert Department Head Name
Insert Department Head Title]***

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

EXHIBIT B

SCOPE OF WORK

EXHIBIT C

COMPENSATION

EXHIBIT D

PURCHASING FORMS

EXHIBIT E

CONTRACT COMPLIANCE FORMS

EXHIBIT F

**INSURANCE AND RISK
MANAGEMENT FORMS**

EXHIBIT G

PAYMENT & PERFORMANCE BONDS