



## FULTON COUNTY

*People*      *Vision*      *Neighborhoods*  
*Families*

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

*Values*  
*People*      *Customer Services*  
*Ethics*      *Resource Management*  
*Innovation*      *Equal Opportunity*

REQUEST FOR PROPOSAL NO. #11RFP78821K-JD

### 2011 STANDBY ENGINEERING SERVICES For Department of Public Works

RFP DUE DATE AND TIME: Monday, August 15, 2011 at 11:00 A.M.

RFP ISSUANCE DATE: July 5, 2011

PRE-PROPOSAL CONFERENCE DATE: July 27, 2011 at 10:00 A.M.

PURCHASING CONTACT: Joyce Daniel, 404-612-5824

E-MAIL: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)

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

# TABLE OF CONTENTS

## Section/Page

### SECTIONS 1-10

<b>1.0</b>	<b>INTRODUCTION</b> .....	1-1
1.1	Purpose .....	1-1
1.2	Description of the Project.....	1-1
1.3	Background.....	1-1
1.4	County Objectives.....	1-1
1.5	Purchasing the RFP .....	1-2
1.6	Subcontracting Opportunities.....	1-2
1.7	Pre-Proposal Conference .....	1-2
1.8	Proposal Due Date .....	1-2
1.9	Delivery Requirements.....	1-3
1.10	Contact Person and Inquiries.....	1-3
<b>2.0</b>	<b>INSTRUCTIONS TO PROPOSERS</b> .....	2-1
2.1	Procurement Process .....	2-1
2.2	Contract/Definitions .....	2-1
2.3	No Contact During Procurement Process .....	2-3
2.4	Clarification & Addenda .....	2-4
2.5	Term of Contract.....	2-5
2.6	Required Submittals .....	2-5
2.7	Proposal Evaluation .....	2-5
2.8	Disqualification of Proposers .....	2-5
2.9	Reserved Rights .....	2-5
2.10	Applicable Laws.....	2-6
2.11	Minimum Participation Requirements for Prime Contractors .....	2-6
2.12	Insurance and Risk Management Provisions.....	2-6
2.13	Accuracy of RFP and Related Documents.....	2-6
2.14	Responsibility of Proposer .....	2-7
2.15	Confidential Information .....	2-7
2.16	County Rights and Options .....	2-7
2.17	Cost of Proposal Preparation and Selection Process .....	2-9
2.18	Termination of Negotiations .....	2-9
2.19	Wage Clause .....	2-9
2.20	Additional or Supplemental Information .....	2-10
2.21	Reporting Responsibilities .....	2-10
2.22	Georgia Security and Immigration Compliance Act .....	2-10
2.23	Authorization to Transact Business .....	2-10
2.24	Right to Protest.....	2-11
2.25	First Source Jobs Policy .....	2-11
2.26	General Requirements.....	2-11

## TABLE OF CONTENTS

	<b>Section/Page</b>
<b>3.0 PROPOSAL REQUIREMENTS</b> .....	3-1
3.1 Submission Requirements.....	3-1
3.1.1 Proposal Submission Date and Submittal Format.....	3-1
3.1.2 Number of Copies.....	3-2
3.2 Overview of Proposal Requirements.....	3-2
3.3 Scope of Work.....	3-2
3.4 Technical Proposal Format and Content.....	3-21
3.5 Cost Proposal Format and Content.....	3-26
<b>4.0 EVALUATION CRITERIA</b> .....	4-1
4.1 Proposal Evaluation Criteria.....	4-1
<b>5.0 PROPOSAL FORMS</b> .....	5-1
5.1 Introduction.....	5-1
5.2 Proposal Forms	
Form A – Certification Regarding Debarment	
Form B – Non-Collusion Affidavit of Bidder/ Offeror	
Form C – Certificate of Acceptance of Request for Proposal Requirements	
Form D – Disclosure Form and Questionnaire	
Form E – Georgia Security and Immigration Contractor Affidavit and Agreement	
Form F – Georgia Security and Immigration Subcontractor Affidavit	
Form G – Professional License	
Form H – Local Preference Affidavit of Bidder/Offeror	
<b>6.0 CONTRACT COMPLIANCE REQUIREMENTS</b> .....	6-1
6.1 Non-Discrimination in Contracting and Procurement	
6.2 Required Forms and EBO Plan	
Exhibit A – Promise of Non-Discrimination	
Exhibit B – Employment Report	
Exhibit C – Schedule of Intended Subcontractors	
Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service	
Exhibit E – Declaration Regarding Subcontracting Practices	
Exhibit F – Joint Venture Affidavit	
Exhibit G – Prime Contractor/Subcontractor Utilization Report	
Exhibit H – Fulton County First Source Jobs Program	
Form 1 – First Source Jobs Program Information	
Form 2 – First Source Jobs Program Agreement	

## TABLE OF CONTENTS

	<b>Section/Page</b>
<b>7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS.....</b>	<b>7-1</b>
<b>8.0 SAMPLE CONTRACT .....</b>	<b>8-1</b>
<b>9.0 EXHIBITS .....</b>	<b>9-1</b>
Exhibit 1 – Required Submittal Checklist	
Exhibit 2 – Cost Proposal Summary	
Exhibit 3 – Job Descriptions	

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## **SECTION 1 INTRODUCTION**

### **1.1 PURPOSE**

Fulton County, Georgia ("County") is seeking qualified firms to provide Professional engineering design services for 2011 Standby Engineering Services. The project is located throughout Fulton County. .

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the 2011 Standby Engineering Services on a standby as needed basis for the Department of Public Works Water and Wastewater Division.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the 2011 Standby Engineering Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### **1.2 DESCRIPTION OF THE PROJECT**

This project involves the preparation of reports, technical memoranda, studies, plans, drawings and specifications for construction and improvements to Fulton County's water distribution system and wastewater collection system. Projects range from water and wastewater pipe lines, pump stations, improvements to water reclamation facilities and providing manpower and assistance to County staff as needed. The County will select three (3) stand-by engineering firms to fulfill this contract. The selected Vendors shall be responsible for providing all necessary equipment, personnel, tools and materials required to perform the assigned work.

### **1.3 BACKGROUND**

The Standby Engineering Contracts are utilized for smaller projects and may include a variety of disciplines per project.

### **1.4 COUNTY OBJECTIVES**

The following are the County Objectives for this project:

- The intent of the Standby Engineering Contracts is to provide

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some, or all, of the technical, professional, architectural and engineering services for Public Works on an as-needed basis.

### **1.5 Purchasing the RFP**

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

### **1.6 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".

### **1.7 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **Wednesday, July 27, 2011 at 10:00 A.M.**, in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

### **1.8 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Monday, August 15, 2011 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

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## **1.9 DELIVERY REQUIREMENTS**

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

## **1.10 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Joyce Daniel, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303, 404-612-5824, fax 404-335-5806, [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov).

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

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## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 2.1 PROCUREMENT PROCESS

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

### 2.2 CONTRACT DEFINITIONS

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

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

**Administrator/Secretary** – Performs administrative, clerical, and accounting functions.

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

**Construction Manager** – Individual directing construction administration services.

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

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

**EIT Engineer** – Conducts limited and specific engineering tasks

**Electrician** – Responsible for electrical maintenance and emergency repairs of electrical equipment.

**Engineering Technician/CAD Operator** – Performs routine design procedures under the direction of an engineer/Performs computerized drafting under supervision of an engineer.

**Engineer Principal** – Manages company-wide engineering operations and projects.

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**Field Instrumentation Technician** – ISA Certified Control Systems Technician with knowledge of installing, calibrating and troubleshooting instruments commonly used in wastewater treatment facilities including electrical control and signal circuits.

**GA Registered Engineer** – Independently performs conventional engineering tasks and stamps plans.

**Offeror** – the entity of individual submitting a proposal in response to this RFP.

**Owner** – Fulton County Government.

**Firm-** The team that is proposed by the proposer to provide all design and engineering services necessary to execute the scope of work in accordance with this RFP.

**Fulton County Project Manager** – The Owner’s designated representative in charge of day to day activities of the project and corresponding/coordinating with the consulting firm and contractor.

**Maintenance Manager** - Supervises all preventive and corrective maintenance of water/wastewater facilities

**Operations Manager** – Manages multiple facilities, performs training and performance evaluations and assists with development of operational guides.

**Painter** - Painter performs a variety of painting duties in accordance with standard trade practices.

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

**Project Engineer** – Lead engineer on multidisciplinary projects.

**Project Manager** – The designated person contracted to be in charge of the day to day activities of assigned task orders managing execution of multidisciplinary projects including the supervision of managers, supervisors and staff.

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

**SCADA System Technician** - ISA Certified Control Systems Technician (CCST).

**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor,

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methods, processes, and other things necessary to complete such services in accordance with the Contract. See section 3 for a more detailed description.

**Senior Engineer** – Organizes and leads engineering design team in their specific discipline.

**Senior Resident Inspector** – Monitors compliance of construction with plans and specifications.

**Wastewater Plant Manager** - Performs process duties related to overseeing all wastewater treatment plant functions and ensuring compliance with environmental and other applicable regulations

**Wastewater Mechanic** - Performs operational duties related to repairing wastewater mechanical equipment

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

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

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

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## 2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Wednesday, August 3, 2011, 4:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

**Fulton County Department of Purchasing & Contract Compliance**  
**Attn: Joyce Daniel, Assistant Purchasing Agent**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**  
**P: (404) 612-5824, F: (404) 335-5806**

### **RE: #11RFP78821K-JD-2011 Standby Engineering Services**

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be

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posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The initial term of the contract will be **1095 consecutive calendar days** from the issuance of Notice to Proceed (NTP) and will terminate upon final acceptance by the County of the project dependent on funding, approval by the Board of Commissioners and satisfactory work performance.

## **2.6 REQUIRED SUBMITTALS**

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

## **2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

## **2.8 DISQUALIFICATION OF PROPOSERS**

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

## **2.9 RESERVED RIGHTS**

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

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

## **2.10 APPLICABLE LAWS**

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

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

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

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

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

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

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

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

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## 2.14 RESPONSIBILITY OF PROPOSER

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

## 2.15 CONFIDENTIAL INFORMATION

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

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

## 2.16 COUNTY RIGHTS AND OPTIONS

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

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

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

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

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

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

## **2.18 TERMINATION OF NEGOTIATIONS**

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

## **2.19 WAGE CLAUSE**

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

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## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Project Manager, or designated representative.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal 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 5, Proposal Forms for declarations and affidavits.

## **2.23 AUTHORIZATION TO TRANSACT BUSINESS**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to

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contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

## **2.24 RIGHT TO PROTEST**

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

## **2.25 FIRST SOURCE JOBS 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 Contract 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. Forms are provided in Section 6 of this RFP.

## **2.26 GENERAL REQUIREMENTS**

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

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

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

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due

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date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

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

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15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
  16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

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22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
  24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
  25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
  26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
  27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
  28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
  29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
  30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

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- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
  32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

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**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Monday, August 15, 2011 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #11RFP78821K-JD-2011 Standby  
Engineering Services  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

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

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

Each envelope or package shall be clearly marked as follows:

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

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### **3.1.2 Number of Copies**

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

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

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

## **3.3 SCOPE OF WORK**

### **3.3.1 INTENT**

- a. The Owner engages the Standby to provide technical, professional and other services for various County projects as broadly described in the scope of services.
- b. For the purpose of this Agreement, the Department of Public Works is designated as the Owner's representatives to act for the Owner in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed

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by an authorized representative of the Department of Public Works.

- c. The intent of this Agreement is for up to four Standbys to provide some, or all, of the technical, professional, architectural, staffing and engineering services for Public Works on an as-needed basis. However, the Owner is not bound to issue any work authorizations or notices to proceed for services under this Agreement. Whenever services are requested by the Owner, the Standby will submit a written proposal for the project with the scope of services. The Owner may accept or reject the proposal, or decline such services when it is in the best interest of the Owner to do so. If the Standby's proposal is accepted, the Owner may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for a specified project, the Standby shall provide the services required in accordance with the three (3) phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The Owner may cancel an outstanding notice to proceed or work authorization at any time at the Owner's convenience if it is in the Owner's best interest. Upon the cancellation of an outstanding notice to proceed, the Owner will pay the Standby for any authorized work which has been satisfactorily performed up to and through the date of cancellation.
- d. It is understood and agreed by the Standby that the services performed under Phase I of this Agreement shall include, but not be limited to, those services described below and to the extent desired by the Owner.
- e. The Standby's Basic Services consist of the phases described in paragraphs 3.3.2 through 3.3.4 and include normal architectural, structural, mechanical and electrical engineering services and any other services included in any article of this Agreement as part of Basic Services. The Owner may request all, some or none of the services identified in this Agreement. When the Owner desires any services contemplated under this Agreement, the Owner will contact the Standby and request a written proposal for the work to be performed on each project.

### **3.3.2 RESEARCH**

- a. Coordination of project work with specified Department of Public Works representatives. The designated representatives for each project shall be submitted to the Standby by the Owner in writing and shall accompany the initial request for project services (proposal) from Standby.
- b. Research of design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to specific projects.

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- c. Support services such as surveying, preparation of plats, legal descriptions, deed research and other services necessary to complete the work requested.
  - d. Investigation and determination of requirements related to specific projects (e.g.: utilities, drainage and sewer systems) and coordination of work with others with respect to such projects.

### **3.3.3 DESIGN PHASE**

#### **a. Conceptual and Schematic Design Phase**

1. The Standby shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
2. The Standby shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the Owner.
3. The Standby shall review with the Owner alternative approaches to design and construction of the Project.
4. Based on the mutually agreed upon program and Project budget requirements, the Standby shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents.
5. The Standby shall submit to the Owner Statement of Probable Construction Cost based on unit costs.

#### **b. Design Development Phase**

1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Standby shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. The Standby shall submit a statement of probable costs to the Owner.

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3. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Standby shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
  4. The Standby shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the Owner and Contractor.
  5. The Standby shall advise the Owner of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.
  6. The Standby shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

#### **c. Preliminary Design**

1. Based on the approved plans and schematic design, the services under Phase II of this Agreement shall include the further development of the definitive architectural and/or engineering design of proposed construction, the site development, the outline specifications of materials and/or methods of construction, and the preliminary construction cost estimate. All items shall be submitted to the Owner for approval.
2. The Standby shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies, as directed by the Owner.

#### **d. Working Drawings and Specifications**

- a. Upon approval by Owner of the preliminary design, the Standby shall prepare complete working drawings and specifications for the proposed construction, and shall prepare final construction cost estimates. The Standby shall submit said working drawings, specifications (including bid documents, samples of which will be supplied to the Standby by the Owner), and construction cost estimates to the Owner and/or the Owner's designee(s) for review and/or approval. Where disciplines are similar, plans (drawings) should be jointly signed by Standby and any subcontractor or

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subconsultant hired by Standby, with professional seals.

### **3.3.4 CONSTRUCTION PHASE**

#### **a. Proposal**

1. The Standby, following the Owner's approval of the Construction Contract Documents and of the latest Statement of Probable Construction cost, shall assist the Owner in obtaining bids and assist in preparing contracts for construction. The Standby may be called upon to prepare a list of prospective bidders for the Owner and to submit recommendations on the award of contracts to the Owner on the bids received. The Standby shall participate with the Owner in prebid conferences (and pre-construction meetings) so as to be informed and assist the Owner in resolving questions and requests on the part of contractors and suppliers concerning the work. The Standby shall recommend to the Owner approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

#### **b. Construction – Administration of the Construction Contract**

1. The Construction Phase will commence with the award of the Contract for Construction and, together with the Standby's obligation to provide Basic Services under this Agreement, will terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, Public Works will request the same Standby which designs a particular project to also manage the construction of that project.
2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a project, the Standby shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the Owner's Contract Documents for Construction.
3. The Standby shall be a representative of the Owner as described in the Contract Documents during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Standby. The Standby shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.

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4. The Standby shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the Standby in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as a Standby, therefore Standby shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
  5. The Standby shall at all times have access to the Work wherever it is in preparation or progress.
  6. The Standby shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Standby shall maintain a log of Applications for Payment received, indicating the date and the time received.
  7. The signature of the Standby to the Owner, based on the Standby's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated that, to the best of the Standby's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contact Documents correctable prior to completion, and to any specific qualifications stated in the Application for Payments.
  8. The Standby shall reject Work which does not conform to the Contract Documents. Whenever, in the Standby's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Standby will have authority to require special inspection or testing of the Work in progress.
  9. The Standby shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Standby's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
  10. The Standby shall assist the Owner in the preparation of Change Orders for the Owner's approval execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work

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not involving an adjustment in the Contract Price or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

11. The Standby shall conduct inspection to determine the Dates of Substantial Completion and final completion, shall receive and forward to Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.
12. The extent of the duties, responsibilities and limitations of authority of the Standby as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Standby.

#### **c. Design Support Services**

1. After the award of a contract for construction, the Standby's services shall include such visits to the site of the project as may be required by the Owner for design clarifications and/or modifications. The Standby's services shall also include the review of the project contractor's shop drawings to assure adherence to the intent of the working drawings and specifications. Other services required include the approval of subconsultants' work under this contract and the preparation of change orders under any construction contract.

#### **d. Administrative Management**

1. The Standby shall conduct inspections of all construction based on their specifications and shall report findings to the Owner. In the event of legal action, the Standby shall analyze and make recommendations regarding the disposition of claims for or against the Owner.
2. The Standby shall prepare and submit all supplemental agreements and/or change orders for approval by the Owner and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the Standby shall keep the Owner advised of job costs and provide cost accounting of job costs. Based on information obtained from the Owner and contractor, the Standby shall maintain a PERT (Program Evaluation Review Technique) or CPM (Critical Path Method) or similar scheduling system of all construction under their responsibility and shall adjust and update the schedule as required.

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### **e. Field Representation**

1. The Standby, with the approval of the Owner, shall furnish a resident field staff of qualified Standby inspection and surveying personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the Owner against defects in the work and to keep the Owner informed regarding progress of the work.
2. The field staff shall conduct intermediate and final field observations to assure a completed project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the Owner.
3. The Standby shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the Standby is obligated to report promptly to the Owner any known defect or deficiency in the contractor's work materials.

### **f. Special Services**

1. When mutually agreed to by the Owner and the Standby, the Standby shall provide professional planning, staffing, engineering and/or architectural services for projects and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.
2. When directed by the Owner, the Standby shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.
3. If requested by the owner, the Standby shall make studies, analyses, cost estimated and/or reports on items of plant or equipment; operating procedures or functions; physical administrative or financial aspects of a project.

## **3.3.5 STANDBY SERVICES**

### **a. Basic Services**

1. The Standby's basic services consist of the phases described in

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paragraphs 3.3.2 through 3.3.4.

2. The Standby shall submit to the Owner with its original scope of services schedules of work and work completion dates for each phase of work. No work shall be commenced before written approval from the Owner is received by the Standby.
3. When it is determined that completion dates submitted by the Standby and approved by the Owner cannot be met, the Standby shall notify the County as soon as the determination is made and no less than ten (10) days before the scheduled task completion date.
4. The Standby shall submit in writing to the Owner the reason or reasons for any delay in schedule. Any submittal in this regard shall be in accordance with the procedure and time outline described above.
5. The Standby shall provide the Owner with periodic reports on the progress of work requested in all phases described in this Agreement. The Standby shall also attend periodic meetings with the Owner and/or the Owner's representatives for the purpose of project review and update, scheduling and other purposes as requested by the Owner and or the Standby. The frequency of both the written reports and meetings referenced above shall be prescribed by the Owner on a per project per phase basis.
6. The Standby shall notify the Owner of any changes to key personnel. The Owner reserves the right to accept or reject any changes in key personnel before the performance of any services.

#### **b. Special Services**

1. Special services outside the scope of basic services may be provided when authorized in writing by the Owner, upon recommendation of the Owner, and will be compensated according to the terms and conditions provided for under Article II, Compensation, of this Agreement.
2. Providing planning surveys, site evaluations, environmental impact studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
3. Preparing and submitting grant applications for the Owner.
4. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other

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information furnished by the Owner.

5. Providing staffing for coordination of work performed by separate contractors or by the Owner's own forces.
6. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Standby.
7. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
8. Preparing to serve or serving as a fact witness or an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
9. Attending and assisting the Owner in arranging any public information meeting or public proceeding.

### **3.3.6 OWNER'S RESPONSIBILITY**

- a. The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- b. Notwithstanding anything contained in this Agreement, Owner reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with consultants other than Standby and any of its subconsultants named in this Agreement.
- c. There is no guarantee of work in this Agreement; Standby has no right to any portion of Owner's total project work and will be selected by the user (Owner) department without regard to relative work awards to the various Standby's under contract.
- d. The Owner will designate, a representative authorized to act on its behalf with respect to the Project. The Owner/and or Owner's designee will promptly render any decision necessary for the orderly progress of the work.

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- e. The Owner will furnish to the Standby any information or materials in its possession which relate to a specified project as expeditiously as possible.
  - f. The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Standby and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Standby services.
  - g. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Standby's services and of the Work.
  - h. The Owner reserves the right to remove any personnel employed by the Standby who is assigned to perform services for Owner's Project.

### **3.3.7 REIMBURSABLE EXPENSES**

- a. Normal expenses shall be included in the hourly billing rates. All reimbursable expenses will be paid at cost. Pay requests submitted by the Standby for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the Standby upon approval by the Owner. Owner reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the Owner under this Agreement.
- b. Reimbursable expenses shall be specified in the original scope of project services (proposal). Airline transportation will not be paid
- c. Reimbursable expenses shall be limited to:
  - 1. Fees paid for securing approval of authorities having jurisdiction over the Project.
  - 2. Expenses of large format reproductions and handling of Drawings, Specifications and other documents, excluding reproductions for the office
  - 3. Use of the Standby's consultants.
  - 4. Expenses of renderings, models and mock-ups requested by the Owner.
  - 5. Other expenses deemed reimbursable by the Owner

### **3.3.8 STANDARD PROJECTS**

#### **a. Surveying for Water and Wastewater Projects**

- 1. The CONSULTANT shall adhere to all professional surveying practices.

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2. The CONSULTANT shall use the pre-established benchmark from the Fulton County Global Positioning System (GIS Monument). No assumed datum is allowed. GIS Monument information can be obtained from Mr. John McClelland, Fulton County Department of Public Works.
  3. For horizontal control, a basic closed and balanced traverse is extended throughout the project area, tied to proposed flagged manhole stakes and significant structures. Throughout the field survey procedure, care is to be taken to keep property owners advised, including preservation of trees, bushes, and other property features.
  4. For vertical control, the existing profile of the proposed route and any alternative routes are extended along the ground. TBM's are set to provide convenient reference.
  5. Preliminary profiles to be made as required to establish adjustments in the horizontal alignment. Cross section for a minimum of 50 feet on each side of centerline at 25 foot intervals, and/or any significant grade change.
  6. Upon establishment of pipe line and grade, critical elevations of structures are to be field checked as required to ensure that no further changes needed.
  7. A "strip" survey of the fifty (50) foot wide area of construction easement shall be provided, including horizontal and vertical control and locations. Property line definition will be based upon field evidence and other data. Certification of the property lines' authenticity are not included as part of this Contract.
  8. All preliminary sketches and field notes shall be subject to Fulton County review, upon request.
  9. All manholes shall be flagged and staked with 18" long wooden stakes, as well as centerline of proposed pipe line at 50 foot intervals.

**b. Engineering Design for Water and Wastewater Projects**

1. CONSULTANT shall adhere to all professional engineering practices, including the Ten State Standards and American Society of Civil Engineers' pertinent manuals.
2. In addition, design of this gravity pipe line system shall include WASTEWATER PIPE REVIEW and WATER REVIEW checklist items, as shown below. Deviations from this checklist shall be pre-approved in

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writing by the Department of Public Works.

**c. General Requirements for Water and Wastewater Projects**

1. Fulton County Public Works will provide one set of construction detail specifications for sewer and one set of construction specifications for water with standard border for CONSULTANT'S use on projects assigned. Electronic forms in AutoCAD Release 14, may be provided upon request.
2. Plan view sheets shall have the following minimum items shown: land lot lines, roads and right-of-way widths, monuments and evidence of property and possession lines, utilities (above and underground), storm sewer facilities, natural waterways, property ownership data, easements, north arrow, scale, wastewater routing, manhole station numbers, deflection angles, critical trees, buffers, erosion control, types of fences, exiting tie-in to wastewater pipe line, legends, general and specific notes, retaining walls, fire hydrants, TBM's, piers, road centerline, first floor elevations of houses to be served, and other normally shown items on such drawings adhering to standard engineering practice.
3. Profile sheets shall have the following minimum items shown: existing grades, proposed wastewater pipe lines, new manholes, existing manholes and pipe lines, underground storm structures and utilities, pipe sizes, horizontal length and slope of proposed pipes, types of pipes, point of change in pipe material, jacking and boring, and other items normally shown on such drawings adhering to standard engineering practice.
4. The consultant shall prepare plans at a scale of 1 inch = 50 foot. Plan and profiles will be shown for all stream crossings and jack and bore locations including any information as required by Georgia Department of Transportation for Utility Encroachment Permit.
5. Prepare technical specifications (in general conformance with the sixteen division format of the Construction Specifications Institute) including invitation to bid, instructions to bidders, bid and contract forms (including bid, performance and/or payment bonds specified by the County) general requirements and supplementary conditions.
6. Obtain approval/permits, if any required, from Corps of Engineers, Georgia Department of Natural Resources, Environmental Protection Division, Georgia Department of Transportation, and Fulton County Department of Environment and Community Development.
7. Provide a detailed construction cost estimate.

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**d. Plans and Drawings for Water and Wastewater Projects**

1. Plans shall include the following: cover sheet, size and type of pipe material, all valves, appurtenances, fire hydrants, north arrow, scale, typical depth, variations in depth, thrust restraint, water meters, gas meters, fittings, steel casing, existing utilities above and below ground, driveways, paving, bridges, location map, 24 hour contact representative phone number, easement limits, trees to be retained and removed, erosion control structures, curbing, drains and culverts, and connections to new and existing mains.
2. The following items must be indicated in the title block of all drawings:
  - a. Name of Project or Development
  - b. Owner's name and address(Fulton County Public Works)
  - c. Engineer's name, address, and phone number
  - d. Seal of Georgia registered engineer with signature
  - e. North arrow
  - f. Scale (no less than 1" - 100')
  - g. Reference to Fulton County GIS Monument
  - h. Land Lot and District/Section
  - i. Length of line in feet and inches - miles on each plan/profile sheet.
3. Location sketch must be included at a scale of no less than 1" - 2000'.
4. Include the following general notes:

**for wastewater design projects:**

- a. All wastewater pipe construction must conform to Fulton County's standards and specifications.
- b. All wastewater easements must be dressed and grassed to control erosion in accordance with easement plats prior to acceptance. Trees shall not be planted in the Permanent easement area.
- c. Eight (8") inch P.V.C. pipe may be used if installation is in accordance with Fulton County Standards.
- d. Neoprene couplings with stainless steel bands and shear rings are required for joining different types of sanitary sewer pipes.
- e. Low pressure air testing required for all wastewater pipe systems. This test must meet all requirements as outlined in ASTM C-828-80 or current revision.
- f. Compaction of the back fill of all trenches shall be compacted to the density of 95% of the theoretical maximum density (standard Proctor). Backfill material shall be free from roots, stumps, or other foreign debris,

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and shall be placed at or near optimum moisture. Correction of any trench settlement within a year from the date of approval will be the responsibility of the contractor.

- g. Contractor to field verify location and invert elevations of wastewater pipe for connection to existing wastewater systems.
- h. Eight (8") inch or larger pipe lines should be TV inspected. A CD and written inspection log certified by a Georgia Registered Engineer, shall be provided to the Project Engineering Section of Public Works, at the time of final acceptance.

**for water design projects:**

- a. All water line construction must conform to Fulton County's standards and specifications
- b. Water valve markers shall be placed at all locations where water valves are not in the streets. Water valves that are in the street will be clearly marked on the curb.
- c. All construction methods and materials used in the Fulton County Water System must be made of Ductile iron, and comply in respect to ANS/AWWA A21.111/C111-85 Standard
- d. Specifications.
- e. The Contractor shall install cast iron water meter boxes and copper service lines for all affected lots.
- f. Thrust blocking will be used at all bends, plugs and tees.
- g. Fire hydrants shown in the radius of a curve shall be field adjusted so that the actual installation of fire hydrants will be outside of curve radius.
- h. lines 6" or greater must be pressure tested at 250 psi for a minimum of two (2) hours.
- i. g Layout of all easements.

**e. Wastewater Design Requirements**

- 1. All wastewater designs must include the following items.
- 2. Graphic map with all elevations referenced to mean sea level, with contour intervals of greater than or equal to feet, and less than or equal to 5 feet.
- 3. Plan and profile of all existing and proposed wastewater pipes, with storm crossings, on a scale of not less than 1" both horizontally, and vertically.
- 4. Minimum slopes for wastewater pipes are as follows:
  - a. 0.7% on 8" lines
  - b. 0.5% on 10" lines
  - c. 0.4% on 12" lines

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- d. 0.3% on 15" lines
  - e. 0.25% on 18" lines
  - f. 21" & larger sizes, maintain 2 feet/sec. at 1/4 capacity
5. Manhole inverts shall have a minimum 2/10 of a foot (.20') drop across the manhole.
  6. State size, type, percent grade, and length of all pipes.
  7. D.I.P. required where wastewater line:
    - a. is under less than 4 feet of cover
    - b. crosses over storm wastewater
    - c. crosses within 1' of storm sewer
    - d. is in a fill area
    - e. is under more than 20' (feet), 20 feet, minimum class 51 D.I.P.
    - f. will be required. D.I.P. may be required for other conditions.
  8. An outside drop is required at a manhole when the following conditions exist:

PIPE SIZE (INCHES)	DROP
8"	27"
10"	27"
12"	30"
15"	39"
18"	41"

\*Where an outside drop exceeds ten (10) feet, an intermediate clean out (a tee section) shall be provided.

9. Different size pipes require the crowns of each to be aligned.
10. Minimum cover for wastewater pipes in paved areas is 6 feet.
11. Provide deflection angles for all manholes. Minimum angle between influent and effluent wastewater lines at a manhole is 90 degrees.
12. Maximum distance between manholes is 400 feet.
13. Concrete collars on wastewater lines are required when the slope is greater than 30 percent of conditions.
14. Provide safety platforms within manholes, in excess of 16' deep. Spacing shall be:

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MANHOLE DEPTH (FEET)	PLATFORM SPACING (FEET)
16	8 (1 PLATFORM)
* 17 to 23	one platform spaced in center of manhole depth.
24	8 (2 PLATFORMS)

\*Manholes in excess of 24' shall be pre-approved by the Project Engineering Section, on an individual basis, and shall have platforms spaced every 8 to 10 feet.

15. For all wastewater pipes above the ground, wrapped and coated steel pipe shall be used.
16. For combined drainage and wastewater pipe easements, the width shall be 30' (feet). The wastewater pipe shall be 10' (feet) from one side, while the drainage pipe will be 10' (feet) from the other side. Provide an additional ten feet of cleared access easement adjacent to one side of the permanent easement from all creek crossings to the nearest public right-of-way on both sides of the creek. All fences or other barriers crossing the Wastewater easement will be installed with a gate ten feet in width and locked so that Fulton County can have access.
17. Laterals shall be provided for each lot. Laterals may extend a maximum of 125 linear feet, offsite. Laterals must be gravity flow and indicated by station number or numbers. All laterals from street wastewater lines must extend at least ten feet behind the back of curbing.
18. Provide wastewater details where applicable.
19. Extend wastewater pipe lines to serve adjacent properties for future development, as per wastewater regulations.
20. No more than 4 connections are allowed per manhole.
21. Show all pipe crossings on the plan and profile views.
22. Concrete collars required at ends of aerial wastewater crossings. Provide structural calculations of flood resistance, certified stamped and signed by a Georgia Registered Engineer.

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23. Rip-rap shall be placed at all creeks where wastewater pipe lines cross and shall protect the entire cleared creek bank.
  24. All manholes outside of roadways and right-of-ways shall be two feet above ground. If a manhole is in a flood plain or high water area, they shall have water tight covers and extend above the ten year flood plain level; clearly indicate and provide details. Manholes flush with the ground may be allowed, on a pre-approved basis.
  25. Profile all wastewater lines in which construction will occur.
  26. Erosion control and tree protection plans are required for all proposed outfall wastewater lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the Department of Environment and Community Development, Development Services Division.
  27. If wastewater pipes are to be constructed adjacent to rivers and other waterways, the location of the waterway shall be certified by a registered Land Surveyor. Offset distances from the bank of the creek shall be provided to all manholes. All creek banks within ten feet of the centerline of the pipe shall be reinforced with rip-rap per County Standards.
  28. All aerial wastewater pipes shall be to County standards and accompanied by Standards
  29. Layout of all easements.

**f. Water Design Requirements**

1. Water shall be shown on the North or West side of the road unless the existing main is on the opposite side of the road.
2. 1" type "K" copper service and cast iron water meter boxes will be installed in all lots. Copper services to be placed in a 6" P.V.C. conduit for lots on opposite sides of the street, except in cul-de-sacs.
3. Thrust blocking is to be shown at all tee, plug and bend locations. Provide a detail of all blocking to be used.
4. All fire hydrants shall be 3.5 feet bury hydrants with a maximum distance of 500 feet between each. Fire hydrants should be located on property lines and the back of all cul-de-sacs.

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5. Valves shall have a maximum distance of 1,000 feet between them and placed near a fire hydrant.
  6. Show location of existing water lines, with sizes and fire hydrants.
  7. Provide a loop on water mains when possible. Loops will be considered on an individual case basis with dedicated easements.
  8. All water mains shall be minimum 8" pressure class 350 D.I.P. or better, depending on the size of the line.
  9. Erosion control plans are required for all proposed water main lines and must include and must meet the minimum standards as required by the Fulton County Erosion Control Ordinance. All plans must be submitted to and approved by the Department of Environment and Community Development

**g. Construction Assistance**

When the County authorizes the rehabilitation construction of the project or projects, the Consultant, in conformance with the construction contract documents, shall:

1. Attend pre-bid conference and/or answer questions that the bidders may have regarding the contract documents, plans, and technical specifications.
2. Review comments of prospective bidders during the bid period and draft addenda, if necessary.
3. Attend with representatives from the County a pre-construction conference to start coordination with and give initial instructions to Contractor.
4. Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution is permitted by the contract documents.
5. Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the project and for compliance with the information given in the contract documents. Provide answers to Contractor Request For Information pertaining to design concept. Assist the County in rectifying any design errors and omissions. This may include the necessary redesign at no extra cost to the County.

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**h. Easement Requirements (for Water and Wastewater Projects)**

1. All easements must be tied to major intersections.
2. Show all structures on property.
3. Shall have all ownership and tax identification information.
4. Graphic scale with north arrow.

**3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

***Section 1 - Executive Summary (3 pages maximum)***

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

***Section 2 – Project Plan (No more than 10 pages)***

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. Demonstrate and provide a description of how the Scope of Work will be performed, and how schedules will be met. Provide a description of recommended enhancements or improvements to the scope of services as presented, if any. Elaborate on any areas where better definition will provide the greatest potential benefit to the project. The project approach description

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should include details regarding any unique knowledge or expertise your firm has with the separate project areas. Explain how such knowledge or experience would benefit the project.

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

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

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

Provide a description of experience the firm has had with water and wastewater projects including new and improvement projects. List no more than 10 projects total. For each project, include the name and number of a person, other than a member of the Proposer's firm or team, who can be contacted as a reference regarding the project.

### ***Section 5 – Proposer Financial Information***

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

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- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
  - (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
  - (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
  - (4) Identify any evidence of access to a line or letter of credit.

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

- (1) Show percentage of time key personnel will spend on this project.
- (2) Provide current workload of key personnel. Provide information on the availability of all personnel proposed for this project. Include complete description of other commitments for the personnel assigned to this project.

### **Section 7- Local Preference**

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- 
- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
  - Copy of a lease or rental agreement, or;
  - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

### ***Section 8 – Disclosure Form and Questionnaire***

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

### ***Section 9 – Cost***

The respondent with the lowest total cost will receive the full 10 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 10, the total points allowed for cost.

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The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

**Lowest cost submitted**

***Each successive cost X Points allocated for cost in RFP = Cost proposal score***

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

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

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

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

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

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

**TOTAL COSTS:** There shall be no reimbursable direct cost to the Firm. The fee and hourly rate shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, reproduction of reports, plans and specifications, etc. for County review and acceptance and any other expenses necessary to conduct the work.

#### **Exhibit 2 – Cost Proposal Forms**

**Table A – Cost Proposal Summary**

**Table B – Classification Pay Schedule**

**SECTION 4  
EVALUATION CRITERIA**

**4.1 PROPOSAL EVALUATION – SELECTION CRITERIA**

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

<b>Evaluation Criteria</b>	<b>Weight</b>
Project Plan	20%
Project Team Qualification/Qualifications of Key Personnel	25%
Relevant Project Experience	20%
Financial Responsibility	5%
Availability of Key Personnel	5%
Past performance on previous contracts	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	10%
<b>TOTAL POINTS</b>	<b>100%</b>

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## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

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

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

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## 5.2 PROPOSAL FORMS DESCRIPTION

### **Certification Regarding Debarment**

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

### **Non-Collusion Affidavit of Bidder/Offeror**

The Proposal shall include a copy of Proposal **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### **Certificate of Acceptance of Request for Proposal Requirements**

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

### **Disclosure Form and Questionnaire**

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

### **Georgia Security and Immigration Contractor Affidavit and Agreement**

Proposer shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### **Georgia Security and Immigration Subcontractor Affidavit**

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

### **Professional License**

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project. **Form G**

### **Local Preference Affidavit of Bidder/Offer**

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

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**FORM A:                    CERTIFICATION REGARDING DEBARMENT**

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

***INSTRUCTIONS FOR CERTIFICATION***

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

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

**DEBARMENT ORDINANCE**

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

(a) ***Authority to suspend.***

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

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

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

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM B:                    NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

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

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

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Affix corporate seal here, if a corporation)

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

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

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

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**NOTE:**

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

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

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

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

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

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

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

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

**(Affix Corporate Seal)**

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**Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

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

**LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
  - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;  
  
Circle One:            YES                            NO
  - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from

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engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:            YES                            NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:            YES                            NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

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

Circle One:            YES                            NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

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

Circle One:            YES                            NO

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

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

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR  
AFFIDAVIT**

**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.

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STATE OF GEORGIA

COUNTY OF FULTON

**FORM E: 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 \_\_\_\_\_, 20\_\_.

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

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

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

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**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).

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**FORM F: 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.

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: 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 \_\_\_\_\_, 20\_\_.

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

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

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

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**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).

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**FORM G: 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)**

**APPLICABLE**

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM H:            LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-358(f), the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-358(f), in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_ (Affix corporate seal here, if a corporation)  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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

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

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

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

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

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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.

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## 6.2 REQUIRED FORMS AND EBO PLAN

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

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form 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 1

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 2

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.

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**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 of 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																			

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

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

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

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

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

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## EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Total Percentage Value: (%)**

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

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

**Firm or Corporate Name:** \_\_\_\_\_

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

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

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

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**EXHIBIT D**

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

---

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

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

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

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

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**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.



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**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.**

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## 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.

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

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

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Contractor's Signature: \_\_\_\_\_

## Insurance and Risk Management Provisions Stand-by Engineering Services

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 Scope of Services 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/services 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 (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	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

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**  
**Combined Single Limits**                      Each Occurrence                      \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).
  
4. **UMBRELLA LIABILITY**                      Each Occurrence                      \$1,000,000  
(In excess of above noted coverages)
  
5. **PROFESSIONAL LIABILITY**      Per Claim/Aggregate                      \$1,000,000/\$2,000,000  
(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\*\***

### **Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional 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 Contractor. 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 and Professional Liability), 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 – Purchasing and Contract Compliance Department  
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 no 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 times 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 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/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 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/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.

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 CIRCUMSTANCES 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 8  
SAMPLE CONTRACT**

**SAMPLE CONTRACT**



# FULTON COUNTY

*Vision*  
People Families Neighborhoods

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

*Values*  
People Customer Services  
Ethics Resource Management  
Innovation Equal Opportunity

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. NON-APPROPRIATION
- ARTICLE 42. WAGE CLAUSE

# CONTRACT AGREEMENT

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

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

## WITNESSETH

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

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

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

## ARTICLE 1. CONTRACT DOCUMENTS

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

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms

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

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

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

#### ARTICLE 2. **SEVERABILITY**

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

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

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

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

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

#### ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable

by County at no additional cost at the end of the project.

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

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

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

#### ARTICLE 7. **MODIFICATIONS**

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

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

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

## ARTICLE 9. CONTRACT TERM

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

## ARTICLE 10. COMPENSATION

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

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

## ARTICLE 11. PERSONNEL AND EQUIPMENT

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

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

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

## ARTICLE 12. SUSPENSION OF WORK

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

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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

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

### ARTICLE 13. DISPUTES

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

### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the

aforesaid proposal without prior approval of County shall constitute cause for termination

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

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

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

#### ARTICLE 16. WAIVER OF BREACH

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

## ARTICLE 17. INDEPENDENT CONTRACTOR

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

## ARTICLE 18. PROFESSIONAL RESPONSIBILITY

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

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

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

## ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

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

## ARTICLE 20. ACCURACY OF WORK

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

## ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect

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

#### **ARTICLE 22. INDEMNIFICATION**

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

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

#### **ARTICLE 23. CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential

information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

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

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

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

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

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

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

#### ARTICLE 26. INSURANCE

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

#### ARTICLE 27. PROHIBITED INTEREST

##### Section 27.01 Conflict of interest:

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

Section 27.02 **Interest of Public Officials:**

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

**ARTICLE 28. SUBCONTRACTING**

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

**ARTICLE 29. ASSIGNABILITY**

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

**ARTICLE 30. ANTI-KICKBACK CLAUSE**

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

**ARTICLE 31. AUDITS AND INSPECTORS**

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

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

area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

#### ARTICLE 32. ACCOUNTING SYSTEM

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

#### ARTICLE 33. VERBAL AGREEMENT

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

#### ARTICLE 34. NOTICES

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

Notice to County, shall be addressed as follows:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

**With a copy to:**

Fulton County Department of Purchasing & Contract Compliance  
Interim Director  
130 Peachtree Street, Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 730-5800  
Facsimile: (404) 893-6273  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

**[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Facsimile:

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

**ARTICLE 35. JURISDICTION**

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

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

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

**ARTICLE 37. FORCE MAJEURE**

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

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

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

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

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

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

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

properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

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

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

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Facsimile:

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

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

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

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

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

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

#### ARTICLE 41. NON-APPROPRIATION

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

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

#### ARTICLE 42. WAGE CLAUSE

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

**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**

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

***[Insert Consultant COMPANY  
NAME ]***

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

ATTEST:

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

## **ADDENDA**

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

# **EXHIBIT A**

## **GENERAL CONDITIONS**

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

**SAMPLE CONTRACT**

## **EXHIBIT D**

# **PROJECT DELIVERABLES**

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

**SAMPLE CONTRACT**

# **EXHIBIT E**

## **COMPENSATION**

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

# **EXHIBIT F**

## **OFFICE OF CONTRACT COMPLIANCE FORMS**

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

# **EXHIBIT G**

## **INSURANCE AND RISK MANAGEMENT FORMS**

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

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**SECTION 9  
EXHIBITS**

**Exhibit 1 - Required Proposal Submittal Check List for Request to Proposal**

**Exhibit 2 – Cost Proposal Forms**

**Table A – Cost Proposal Summary**

**Table B – Classification Pay Schedule**

**Exhibit 3 – Job Descriptions**

## EXHIBIT 1

### Required Proposal Submittal Check List for Request to Proposal (RFP)

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

*Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.*

Item #	Required Proposal Submittal Check List	Check (√)
<b>1</b>	One (1) Proposal marked " <b>Original</b> ", five (5) CD's	
<b>2</b>	*Form E: 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>	
<b>3</b>	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
<b>4</b>	Technical Proposal	
<b>5</b>	Cost Proposal (submitted in a separate sealed envelope)	
<b>6</b>	Financial Information (submitted in a separate sealed envelope)	
<b>7</b>	Acknowledgement of each Addendum	
<b>8</b>	Executive Summary Project Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire Cost	
<b>9</b>	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
<b>10</b>	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report	

**EXHIBIT 1****Required Proposal Submittal Check List for Request to Proposal (RFP)**

	Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (Not applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (Applicable)	

**Cost Proposal Forms**

**#11RFP78821K-JD-2011 STANDBY ENGINEERING SERVICES**

**Submitted by:** \_\_\_\_\_

**Table A – Cost Proposal Summary**

<b>FEE AMOUNT (Lump Sum):</b>	\$ _____
<b>GETECHNICAL ALLOWANCE:</b>	\$ 25,000.00
<b>SURVEY ALLOWANCE:</b>	\$ 10,000.00
<b>TOTAL PROPOSAL COSTS:</b>	\$ _____

A. **TOTAL COSTS:** There shall be no reimbursable direct cost to the Firm. The fee (above) and hourly rate (below) shall include appropriate salary costs plus fringe benefits, general and administrative overhead, profit, and all direct expenses required for the scope of services. These rates shall also include all direct costs associated with conduct of the work, including but not limited to office supplies, mileage and/or vehicle charges, field equipment, survey equipment, cameras and film processing, radio/mobile phone communication, reproduction of reports, plans and specifications, etc. for County review and acceptance and any other expenses necessary to conduct the work.

**Cost Proposal Forms**

**Table B – Classification Pay Schedule**

<b>CLASSIFICATION</b>	<b>DESCRIPTION</b>	<b>Estimated Hours</b>	<b>HOURLY BILLING RATE</b>	<b>Extended Price</b>
Engineer Principal	Manages company-wide engineering operations and projects	280	\$ _____ /hr	\$ _____
Project Manager	Manages execution of multidisciplinary project(s)	700	\$ _____ /hr	\$ _____
Facility Project Manager	Manages execution of wastewater facility project(s)	700	\$ _____ /hr	\$ _____
Project Engineer	Lead engineer on multidisciplinary project(s)	360	\$ _____ /hr	\$ _____
Construction Manager	Directs construction administration services	360	\$ _____ /hr	\$ _____
Senior Engineer	Organizes and leads engineering design team in his/her discipline	600	\$ _____ /hr	\$ _____
GA Registered Engineer	Independently performs conventional engineering tasks	600	\$ _____ /hr	\$ _____
E.I.T Engineer	Conducts limited and specific engineering tasks	1000	\$ _____ /hr	\$ _____
Engineering Technician / CAD Operator	Performs routine design procedures under direction of an engineer / Performs computerized drafting under supervision of engineer	1200	\$ _____ /hr	\$ _____
Sr. Resident Inspector	Monitors compliance of construction with plans & specifications	320	\$ _____ /hr	\$ _____
Administrator / Secretary	Performs administrative, clerical, and accounting functions	128	\$ _____ /hr	\$ _____
Operations Manager	Performs guide development and management duties for the System Project Manager	700	\$ _____ /hr	\$ _____
Wastewater Plant Operator	Performs process duties related to overseeing all wastewater treatment plant functions	700	\$ _____ /hr	\$ _____
			\$ _____ /hr	\$ _____

**Cost Proposal Forms**

Maintenance Manager	Supervises all preventative and corrective maintenance of wastewater facilities	700	\$ _____ /hr	\$ _____
Electrician	Performs electrical and emergency repairs of electrical equipment	160	\$ _____ /hr	\$ _____
Wastewater Mechanic	Performs repairs of mechanical equipment	160	\$ _____ /hr	\$ _____
Field Instrumentation Technician	Performs troubleshooting of instruments commonly used in wastewater facilities	200	\$ _____ /hr	\$ _____
SCADA Technician	Performs programming coordination for facility instrumentation	240	\$ _____ /hr	\$ _____
			<b>TOTAL</b>	\$ _____

**Job Descriptions**

The contractor shall maintain the minimum staffing level, their qualification and license requirement as described. Job specification related to various positions is as follows:

**Facility Project Manager**

**Supervises:** Operations Manager, Plant Managers, Maintenance Managers and multiple Operations and Maintenance Supervisors,

**General Statement**

The System Project Manager is responsible for the operation of a large project that may have multiple facilities.

**Essential Duties and Responsibilities**

- Meets all contractual and regulatory requirements on a very large project, typically meaning a complex project that is larger than five million dollars a year
- Responsible for the overall management and leadership of the project
  
- Responsible for the planning, organization, operations, maintenance, and improvement of the facility or facilities
- Responsible for maintaining the operation process control including compliance with regulatory agencies
- Directs the development and administration of a large, complex project budget and financial plan
- Provides leadership in the quality process
  
- Provides leadership and management for all personnel functions including staffing, compensation, training and development, progressive discipline, rewards and recognition and termination in accordance with Standard Policy
- Communicates effectively, both written and verbally with supervisors and subordinates
- Administers and monitors operational budgets to attain financial objectives
- Establishes and monitors objectives for subordinate salaried personnel and performance objectives for treatment plants within his or her responsibility
- Maintains technical operational skills at the highest level and remains informed of the latest developments in the field
- Establishes cooperative relationships with subordinates, vendors, contractors, and all others contacted during work assignments
- Provides primary client relationship with client management and technical personnel and report regularly as to client confidence, satisfaction, and/or problems
  
- Implements training programs to develop all levels of associates at regional sites, recommends new training requirements, undertakes to advance professional skills, mentors new project managers and those of the contract operating teams with a written plan
  
- Reviews monthly contract service reports for each installation, advising management as to project status, regulatory agency permit compliance, and technical/plant management attitudes
  
- Creates interest and support in the development of cost/savings programs
  
- Performs other duties as required

**Job Descriptions**

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**Basic Qualifications**

- High school diploma or GED
- GA waste Water Class I license
- 10 years of experience in the operations and maintenance of a wastewater facility
- 5 years experience at a supervisory level
- Possess a valid driver's license

**Preferred Qualifications**

- A.A. or A.S., B.A. or B.S. degree
- Proficient use of computer software including but not limited to Microsoft Word, Excel, and Outlook
- Proficiency in SCADA, CMMS DataStream and Operations OPSWin software
- Demonstrated interpersonal relations and personnel management skills

**Working Conditions & Physical Requirements**

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to sit, stand, stoop, twist and bend at the waist, turn, kneel, squat, raise arms above shoulder height, grasp, reach, perform repetitive hand movements and fine coordination when preparing reports and using a computer keyboard, have vision sufficient to read computer screens, printed documents and operate office equipment, have hearing in the normal range with or without correction. Must be able to transport self across the facility and infrequently lift and/or move up to 25 pounds.

## Job Descriptions

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### Operations Manager

**Reports to:** Facility Project Manager

**Supervises:** Plant and Maintenance managers

### General Statement

Assists with startup and development of operational guides, and performs training and performance evaluations for new facilities. Manage multiple plants/ pump stations operations and maintenance.

### Essential Duties and Responsibilities

- Provides client and business development support.
- Implements the Contractor and operations management training programs
- Establishes cooperative relationships with coworker, operations staff, vendors, the contractors, and all others contacted during work
- Evaluates and directs the process of the treatment plant
- Analyzes operational process control procedures and makes recommendations to the Project Manager
- Performs project follow up reviews to determine client satisfaction with past service and to develop recommendations on the need for future service
- Maintains accurate operational records and prepare reports as required by the Project Manager
- Monitors records; keeps computer data updated and maintain laboratory data
- Maintains technical operational skills at the highest level and remains informed of the latest developments in the field including EPA regulations as they pertain to water/wastewater treatment
- Communicates effectively, both written and verbally with supervisors, coworkers, and clients
- Prepares or assists in the preparation of O&M manuals
- Performs plant startup and operations consulting services
- Prepares, consults on, or reviews operations cost and staffing estimates
- Conducts or assists in conducting performance evaluations and operator assistance programs
- Prepares or assists in the preparation of proposals
- Becomes involved in Contractor organization activities through membership and committee participation
- Provides technical and management assistance to projects on an "as requested" basis including temporary assignment to project supervisory positions
- Reviews all plant operating records
- Controls activated sludge system and pretreatment
- Monitors and optimizes energy use
- Administers right-to-know program
- Monitors all chemical usage and evaluates polymers for solids handling
- Manage the maintenance of all the facilities in the project
- Performs other duties as required

## Job Descriptions

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### **Basic Qualifications**

- High school diploma or GED
- GA Waste Water Class I License
- Four years experience in the operation and maintenance of water/wastewater treatment plant facilities
- Four years experience at a supervisory level
- Possess a valid driver's license

### **Preferred Qualifications**

- Operator certification at the second highest level required by the State in which the project is located. A six-month grace period to attain that certification is acceptable if reciprocity relocation is involved.
- Knowledge of quality processes
- Knowledge of computer software including but not limited to Microsoft Word, Excel, Outlook, SCADA, DataStream & OPSWin

### **Working Conditions & Physical Requirements**

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to sit, stand, stoop, twist and bend at the waist, turn, kneel, squat, raise arms above shoulder height, grasp, reach, perform repetitive hand movements and fine coordination when preparing reports and using a computer keyboard, have vision sufficient to read computer screens, printed documents and operate office equipment, have hearing in the normal range with or without correction. In an 8-hour shift must be able to transport self across the facility, ascend and descend stair steps, lift objects up to 50 pounds from floor level to waist height and wear and use appropriate safety equipment.

### **Wastewater Plant Manager**

Reports to; Operations manager/Facility Project Manager

**JOB SUMMARY:** Incumbent in this class performs process duties related to overseeing all wastewater treatment plant functions and ensuring compliance with environmental and other applicable regulations. Responsibilities include managing assigned staff, developing and monitoring assigned area budget, approving operating expenditures, and serving as a liaison to the general public.

**DISTINGUISHING CHARACTERISTICS:** Wastewater Plant Manager manages assigned staff, exercises full budget and purchasing approval authority for assigned area, and assumes responsibility for maintaining operational compliance with regulations.

**ESSENTIAL DUTIES:** (This list is a representative sample: position assignments may vary.)

- Manages assigned staff, including establishing workloads, prioritizing work assignments,

## Job Descriptions

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- evaluating employee performance, interpreting and enforcing policies and procedures, resolving staff conflicts, and administering disciplinary action as required.
- Develops and monitors assigned area budget.
- Serves as a liaison to the general public to ensure positive community relationships and responds to inquiries from the public and media.
- Approves purchases and procures parts and supplies.
- Analyzes waste water sample reports, determines necessary flow and other changes, and directs procedural and operational changes as required.
- Oversees the maintenance of electrical, instrumentation and mechanical equipment and determines effective solutions for repair or replacement of problem equipment.
- Provides instruction to assigned staff on policies, procedures, and regulations governing treatment plant operations.
- Prepares bid specifications for new collection or services and oversees construction services.
- Prepares statistical reports.

Reviews engineering design for new facilities and recommends changes needed for operational efficiency and safety.

### **KNOWLEDGE:** (position requirements at entry):

- Principles and practices of management and supervision;
- Principles and practices of budget development and administration;
- Federal, state, and local laws, rules, and regulations governing wastewater treatment plant operations;
- Principles and practices of basic procurement and contract administration;
- Pumping and control procedures related to area of assignment;
- Belt press and centrifuge operations;
- Occupational hazards and safety precautions related to area of assignment;
- Mechanical, electrical, and hydraulic equipment related to area of assignment;
- Methods and techniques used in testing wastewater and implementing odor controls;
- Principles and practices of basic engineering;
- Principles and practices of basic biology and chemistry;
- Billing practices and procedures related to area of assignment;
- Personal computers and related software.
- CMMS DataStream and Operations OPSWin software

### **SKILLS:** (position requirements at entry):

- Managing and supervising assigned staff;
- Organizing and prioritizing work;
- Developing and managing budgets;
- Monitoring and approving expenditures;
- Performing water sampling and analysis;
- Operating personal computers, including spreadsheet, database, word processing, and presentation software;
- Resolving problems;
- Performing preventative maintenance of mechanical, electrical, or hydraulic equipment;
- Preparing technical and statistical reports;
- Reading plans and blueprints;
- Writing bid specifications;

**Job Descriptions**

- Developing effective community relations;
- Conducting effective presentations;

Communication and interpersonal techniques as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction

**EXPERIENCE AND TRAINING:** (position requirements at entry):

Completion of course work equivalent to the academic requirements of a High School diploma or G.E.D. equivalent; and Five (5) years experience as a Wastewater Operator Senior; and five (5) years supervisory experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

**LICENSING REQUIREMENTS:** (position requirements at entry):

- Valid State of Georgia Driver's License;
- State of Georgia Certification as a Wastewater Operator I.

**PHYSICAL REQUIREMENTS:**

Positions in this class typically require sitting, standing, walking, grasping, fingering, lifting, carrying, bending, crouching, kneeling, reaching, twisting, pushing, pulling, using foot controls, driving, talking, hearing, and seeing. Work in this class also involves working outside; exposure to adverse weather conditions, odors, moving mechanical parts, chemicals, and diseases; and safety and security risks.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

**Maintenance Manager**

**Reports to:** Facility Project Manager/ Operations Manager

**Supervises:** Maintenance Lead  
Electrician  
Mechanic  
Utility Worker  
SCADA Technician  
Instrumentation Technician  
CMMS Specialist

**General Statement**

Supervises all preventive and corrective maintenance of water/wastewater treatment plant facilities

**Essential Duties and Responsibilities**

- Plans, schedules, and directs maintenance of a wide variety of specialized mechanical and electrical equipment including buildings, structures and grounds
- Assigns, coordinates and supervises personnel and materials required in the maintenance and repair of wastewater treatment facilities
- Estimates cost and time for all aspects of maintenance, repair and construction work
- Diagnoses malfunctions and determines effective courses of action for correcting them
- Inspects buildings and equipment for needed maintenance and repair

**Job Descriptions**

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- Prepares rough sketches of maintenance, repair and construction jobs
- Ensures the proper use and care of tools, materials, and safety equipment involved in maintenance and repair work
- Reads, interprets, and works from blueprints, drawings, sketches, plans, specifications, and mechanical illustrations
- Performs skilled mechanical repair work on wastewater treatment plant engines, pumps, and other equipment
- Consults with Project Manager in planning workload and assignments
- Reviews work projects in progress and at completion
- Develops, implements, and enforces safety regulations and procedures
- Keeps records of all maintenance work done on equipment, and prepares routine and special reports
- Determines remedial action in emergency situations
- Provides training to less experienced employees
- Establishes and maintains cooperative relationships with those contacted during the course of work
- Performs other duties as assigned

***Basic Qualifications***

- High school education or GED
- Five years experience at a supervisory level
- Possess a valid driver's license
- GA Waste Water Collection System Licensed.
- Thorough knowledge of DataStream CMMS and SCADA system.

**Preferred Qualifications**

- Knowledge of the methods, materials, equipment, and tools used in the construction, repair, and operation of engines, pumps, and other mechanical equipment related to wastewater treatment plant operations and procedures
- Knowledge of the principles and practices of an effective mechanical, structural, and grounds preventive maintenance program and operations of internal combustion engines and electrical pump motors
- Basic electrical knowledge involved in working on pumps, motors, and other equipment; equipment, tools, and materials used in maintaining and repairing wastewater treatment plant and related equipment
- Knowledge in the principles of supervision and training, safety principles and practices, and related state and federal laws and regulations
- Proficient in the use of computer software including, but not limited to Microsoft Word, Excel, Outlook and Power Point
- Ability to work independently and as part of a team

**Working Conditions & Physical Requirements**

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and

**Job Descriptions**

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various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to perform repetitive hand movements and fine coordination when preparing reports and using a computer keyboard; have vision sufficient to read computer screens, printed documents and operate office equipment; have hearing in the normal range with or without correction. Must be able to transport self across the facility and lift and/or move up to 50 pounds.

**Electrician****General Statement**

Responsible for electrical maintenance and emergency repairs of electrical equipment at the facilities; proposes, prepares, makes modifications, and executes the preventive maintenance program designed for the facilities.

**Essential Duties and Responsibilities**

- Reviews or prepares proposed plans and specification for new or replacement equipment
- Makes recommendations for improvements to existing equipment and facilities
- Works with management to keep all equipment and buildings in compliance with electrical codes
- Provides training and supervision to others in the replacement or installation of existing or new equipment
- Repairs and maintains all facility electrical wiring and fixtures in accordance with blueprints, manuals, and building codes using appropriate hand and electrician's tools
- Installs and repairs electrical fixtures, apparatus, and control equipment
- Repairs and maintains major equipment such as motors, generators, and electrical control systems
- Tests defective equipment to determine the cause of malfunction or failure using standard electrical test equipment
- Observes functioning of installed facility equipment to detect hazards and need for adjustment, relocation, or replacement
- Inspects circuits and wiring for specified shielding and grounding and repairs or rewires plant equipment systems according to state building codes and safety regulations
- Plans layout of new wiring installations
- Inspects all equipment on a regularly scheduled basis; meets all requirements of the established preventive maintenance program; inspects, maintains, and repairs solid state boiler control systems and electrical switch gear and electric motors
- Adjust, calibrates, and repairs electrical-pneumatic control systems; inspects electrical-pneumatic systems for emergency repairs; reports and logs all findings
- Maintains the files necessary to support all maintenance activities
- Performs other duties as required

**Basic Qualifications**

- High school diploma or GED
- Possess certification as a licensed electrician with at least 3 years of experience as a commercial and/or industrial journeyman electrician

### Job Descriptions

- GA Waste Water Collection System License
- Possess a valid Driver's License

#### Preferred Qualifications

- Knowledge of the methods, materials, equipment and tools used in the maintenance and repair of advanced mechanical and/or electrical systems
- Ability to use computers and computer software including, but not limited to Microsoft Word, Excel, and Outlook and to enter data into computerized management systems to compose and complete computer reports.

#### Working Conditions & Physical Requirements

The work area can involve a working environment indoors as well as outdoors, which could cause exposure to outdoor elements; proper environmental attire will be required. Some areas can have loud noise, active machinery, high pressure fluid systems, electrical equipment, confined spaces, heights and depths, fumes, air borne particles, noxious gases, pathogens and various chemicals. The use of appropriate safety equipment will be mandatory in these areas to prevent hazardous contact.

Must be able to sit, stand, stoop, twist and bend at the waist, turn, kneel, squat, raise arms above shoulder height, grasp, reach, perform repetitive hand movements and fine coordination to work on electrical equipment; have vision sufficient to perform electrical maintenance; have hearing in the normal range with or without correction. In an 8-hour shift must be able to transport self across the facility, ascend and descend stair steps, lift objects up to 50 pounds from floor level to waist height, climb and work off of a ladder or scaffold and climb into and out of vehicles having high ground clearance; use arms and back to tighten and loosen nuts and bolts; carry a 50 pound tool box up a flight of stairs; work in confined spaces and wear and use appropriate safety equipment. Night and weekend shift rotation may be required.

#### Wastewater Mechanic

**JOB SUMMARY:** Incumbent in this class performs operational duties related to repairing wastewater mechanical equipment. Responsibilities include troubleshooting wastewater equipment; determining schedules and equipment repair requirements; performing preventative maintenance; and installing new and rebuilt pumps, motors, augers, gear drives rollers, controllers, blowers, and heat-exchangers etc.

**DISTINGUISHING CHARACTERISTICS:** Wastewater Mechanic repairs wastewater equipment, inventories materials and provides lead direction to assigned staff in addition to repairing wastewater equipment. Incumbent in this class performs shift work as required.

**ESSENTIAL DUTIES:** (This list is a representative sample: position assignments may vary.)

- Performs preparatory work, including ensuring all required materials and equipment are available.
- Performs mechanical duties, including troubleshooting wastewater equipment problems; performing preventative maintenance; inspecting work sites for potential problems; determining scheduling and equipment repair requirements; and installing new and rebuilt pumps, motors, augers, gear drives, rollers, controllers, blowers, and heat-exchangers.

**Job Descriptions**

- Inventories materials and equipment to ensure adequate supply levels.
- Performs cleanup duties, including cleaning up spills and debris, picking up tools, cleaning work area, and performing touchup work as needed.

**KNOWLEDGE:** (position requirements at entry):

Knowledge of:

- Various types of wastewater mechanical equipment;
- Methods and techniques used in repairing wastewater mechanical equipment;
- Tools and equipment used in maintaining/repairing wastewater mechanical equipment;
- Theories and principles of basic mathematics;
- Occupational hazards and safety regulations governing wastewater mechanical equipment maintenance/repair activities.

**SKILLS:** (position requirements at entry):

Skills in:

- Maintaining and repairing wastewater mechanical equipment;
- Applying proper lifting techniques;
- Performing basic mathematical computations;
- Using tools and equipment related to wastewater mechanical equipment repair/maintenance;
- Establishing and maintaining effective working relationships with other County personnel, officials, and the general public;
- Communication and interpersonal techniques as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

**EXPERIENCE AND TRAINING:** (position requirements at entry):

Completion of course work equivalent to the academic requirements of a High School diploma or G.E.D. equivalent; and two (2) years experience operating and repairing wastewater equipment; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

**LICENSING REQUIREMENTS:** GA Waste Water Collection System License

- Valid State of Georgia Driver's License (*as required by position assignment*).
- GA Waste Water collection System License

**PHYSICAL REQUIREMENTS:**

Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, mobility, pushing, pulling, lifting, fingering, grasping, feeling, driving, talking, hearing, seeing, and repetitive physical motions. Work in this class also involves exposure to moving mechanical parts.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

**Field Instrument Technician****Minimum Qualifications:**

**Job Descriptions**

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1. ISA Certified Control Systems Technician (CCST) registration or completion of the relevant core courses in the ISA technical skills program.
2. Minimum 5 years experience installing, starting up, calibrating, and troubleshooting instruments commonly used in wastewater treatment facilities, including but not limited to pressure transmitters, flow switches, dissolved oxygen analyzers, pH analyzers, nutrient analyzers, thermal flow meters, pressure transmitters, magnetic flow transmitters, and combustible gas sensors. Skills shall include troubleshooting electrical control and signal circuits.

**SCADA System Technician****Minimum Qualifications:**

1. ISA Certified Control Systems Technician (CCST) registration or completion of the relevant core courses in the ISA technical skills program.
2. Successful completion of manufacturer training courses for programming and maintaining PLCs by Allen-Bradley (ControlLogix platform), General Electric (PAC System platform), or Modicon (Quantum) and successful completion of manufacturer training courses for programming HMI software by Intellution.
3. Minimum of 5 years of field experience programming, installing, starting up and troubleshooting networked PLC-based control systems, performing field programming modifications, and programming HMI software by Intellution or Wonderware.