



## 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*

REQUEST FOR PROPOSAL NO. 11RFP80542K-LW

## ARCHITECTURAL & ENGINEERING SERVICES FOR FOUR (4) BRANCH LIBRARIES

For

ATLANTA-FULTON PUBLIC LIBRARY SYSTEM  
CAPITAL IMPROVEMENT PROGRAM – PHASE I

RFP DUE DATE AND TIME: October 24, 2011-11:00 A.M.

RFP ISSUANCE DATE: September 23, 2011

PRE-PROPOSAL CONFERENCE DATE: October 6, 2011

PURCHASING CONTACT: Linda Walton at (404) 612-5808

E-MAIL: [linda.walton@fultoncountyga.gov](mailto:linda.walton@fultoncountyga.gov)

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

**Architectural & Engineering Services for Four (4) Branch Libraries  
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## SECTION 1 INTRODUCTION

### 1.1 PURPOSE

Fulton County, Georgia (“County”) is seeking proposals from qualified Architectural and Engineering Firms to provide design and construction administration services for Four (4) New Branch Libraries that are part of the Atlanta –Fulton Public Library System Capital Improvement Program (Phase-I).

The County reserves the right to select a separate firm for each New Library Branch project.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the **Design and Construction Administration Services for Three (3) separate New Branch Library Projects and (1) Library Expansion as described in the Project Information and Selection Form (Appendix 1).**

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 one or more of four (4) new library projects included in this RFP 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 professional design services that will result in drawings, specifications and construction phase services required for the development of the following:

**Milton – L003**

New 25,000 gross square foot branch library.

**Palmetto – L005**

New 10,000 gross square foot branch library.

**Southeast Atlanta – L006**

New 15,000 gross square foot branch library that replaces existing Carver Homes, Thomasville and Georgia Hill Branches

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### **South Fulton Expansion – L010**

Addition of 10,000 gross square feet and renovation to the existing 15,000 square foot branch library.

Additional information regarding these projects can be found in Appendix 1 of this RFP.

## **1.3 BACKGROUND**

On July 16, 2008, the Fulton County Board of Commissioners voted to place a \$275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support.

The Library Facilities Master Plan will be developed as a program that consists of two (2) Phases. Phase I will consist of the construction of eight (8) new libraries, and two (2) major renovations/additions. This RFP is part of Phase I; the other projects included in Phase I of this program will be solicited by separate RFPs that will be developed and issued at a later date. Phase II will consist of the renovation and expansion of twenty-three (23) existing branch libraries, and either a new Central Library or a major renovation and expansion of the existing Central Library.

This Atlanta-Fulton Public Library System Capital Improvement Program is focused on facilities and not on collections, services, or programs within our libraries. A Program Management Team (PMT) has been hired by the County to provide comprehensive direction regarding the program. The service needs of each library have been carefully evaluated and documented in a written "library program" which will be completed, and available to the awarded A/E firms upon issuance of their Notice-to-Proceed. The input from each community's citizenry has been critical to the formulation of each of these written library programs. Accordingly each written program reflects the individual service needs and desires of that community. Branch libraries should, therefore, not be prototypical. A "cookie-cutter" approach to library design will not work for the diverse communities served by the library system.

## **1.4 COUNTY OBJECTIVES**

The following are the County Objectives for this project:

- For the selected Architect to provide expertise, resources and personnel experienced in various phases of planning, design and engineering of the project to successful completion of the Scope of Work described in this RFP.

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- The project will satisfy the requirement set forth in the written library program furnished to the Architect at the time of / or prior to the issuance of the Notice to Proceed with Design.
  - The project will be designed to be constructed within the established budget Project Information and Selection Form (included in appendices).
  - The County has hired a Program Manager to oversee, monitor, direct, check, review and comment on library designs. The selected Architect will work with the County's Program Management Team (PMT).
  - Concurrent with the selection of the Architect, the County intends to select a Construction Manager-at-Risk (CM at Risk or CM) who will be responsible for construction of the project. The selected Architect will work in cooperation with the selected CM-at-Risk.
  - The County intends to hire under separate contracts, consultants for:
    1. Furniture Fixtures & Equipment (FF&E), "standardization" for select FF&E. The services of the Architect will include interior design services, however the Architect will utilize any specifications provided by the FF&E consultant, and integrate the specifications within their contract documents.
    2. Technology Design including IT, Telecommunications, Audio-Visual and Security Systems (including both Building Security and Library Collection security systems). The Architect will integrate and coordinate the consultant's design documents and specifications within the contract documents.
    3. Wayfinding Design (Signage Standards) including interior and exterior signage. This consultant will provide a Library-system-wide design package. The Architect will reference the individual sign designs (provided in this package) within the contract documents.

The Architect will coordinate with the above consultants in the design, bid, and construction phases of the work.

- The selected Architect Firm shall coordinate the design of the project with the professional public artists selected by the Fulton County Arts Council.

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- The Architect will verify the design with authorities having code jurisdiction over the project to make certain the design meets or exceeds applicable code requirements.
  - The Architect will employ a Commissioning Agent (AE/CA) to perform commissioning services for the project. The AE/CA will be independent of the Mechanical and Electrical Consulting Design Engineer.
  - The site design shall accommodate vehicular, pedestrian and bicycle-riding visitors.
  - The project will be designed in conjunction with Fulton County Building Design Standards, a copy of which will be provided to the A/E firm prior to the issuance of the Notice to Proceed.
  - The County desires for the project to achieve a LEED (Leadership in Energy and Environmental Design) Silver Certification. The selected Architect will provide a LEED Accredited Professional to coordinate strategy and execute the certification process.
  - The design will comply with the Fulton County Tree Planting Program.

## **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 **October 6, 2011 at 10:00 a.m.** in Assembly Hall, Fulton County Government Center, 141 Pryor Street, S.W., 1<sup>st</sup> Floor, Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are

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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 **October 24, 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.

## **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:

Linda Walton, Assistant Purchasing Agent  
Fulton County Purchasing Department  
Public Safety Building  
130 Peachtree Street SW, Suite 1168  
Atlanta, GA 30303  
Telephone (404) 612-5808  
Email: [linda.walton@fultoncountyga.gov](mailto:linda.walton@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.

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

**Architect** – The Architectural firm and all consultants that compose the building and site design team for the project including but not necessarily limited to Life Safety Design, LEED Consultant, Civil Engineering, Landscape and irrigation design, Structural, Plumbing, Mechanical and Electrical Engineering, Fire Alarm and Fire Protection Design, Commissioning according to the scope of work described by Section 3 of the Request for Proposal.

**Commissioning Agent (AE/CA)** – The consultant employed by the architect, independent of the mechanical and/or electrical design consultants, to perform commissioning services for the project.

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

**Construction Manager (“CM-at-Risk” or “CM”)** – The firm hired by the County to construct the project and to serve as a construction related advisor during design. The CM will be responsible to construct the project according to the terms of the Guaranteed Maximum Price acceptable to the County, in terms of Quality of construction, Price and Schedule.

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

**County’s Designated Representative** – The person appointed by Fulton County, Georgia, General Services Department as Assistant Director of Building Engineering / Library Services. This person will be the day-to-day, primary contact for the PMT, processing project concerns with the appropriate county authorities as required to provide any direction needed from the County.

**Offeror – (or “Proposer”)** the entity or individual submitting a proposal in response to this RFP.

**Owner** – Fulton County Government.

**Program Management Team (PMT)** – The firm hired by the County to provide comprehensive program direction in matters including program definition, community involvement, schedule and cost management , LEED Administration, Assistance with procurement and management of services required for all projects included in the Atlanta-Fulton Public Library System Facility Master Plan – Phase I.

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

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

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

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

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and

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the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Monday, October 17, 2011 at 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 or email) to:

**Fulton County Department of Purchasing & Contract Compliance**  
**Attn: Linda Walton**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta, GA 30303**

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**RE: 11RFP80542K-LW, Architectural & Engineering Services for Four  
(4) Branch Libraries**

**Email: [linda.walton@fultoncountyga.gov](mailto:linda.walton@fultoncountyga.gov)**

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 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 shall be for a three (3) year term or until the final completion of the project construction, with one (1), one (1) year renewal options.

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

## **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.

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## **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 an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

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

## **2.10 APPLICABLE LAWS**

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

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## **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.

## **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

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discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

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

## **2.16 COUNTY RIGHTS AND OPTIONS**

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

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.

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- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
  - The County may request Proposers to send representatives to the County for interviews and presentations.
  - To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
  - The County reserves the right to discontinue negotiations with any selected Proposer.
  - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
  - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
  - The County may add to or delete from the Project Scope of Work set forth in this RFP.
  - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
  - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
  - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
  - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

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

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

## **2.18 TERMINATION OF NEGOTIATIONS**

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

## **2.19 WAGE CLAUSE**

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

## **2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

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

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## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the **Assistant Director Building Engineering/Library Projects**, 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 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.

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## **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 PROHIBITION OF FUTURE CONTRACTS**

### **2.25.1 Prime Contractor**

The Prime Contractor selected to provide Architectural Services, including any members of the selected Joint Venture shall not be eligible to perform any other services where a conflict of interest exists or may potentially exist within this program, during the term of this Contract or any extension thereof. Services for which selected Prime Contractors are ineligible may include; design services, construction, and construction management services.

### **2.25.2 Sub-Contractor/Consultant**

Sub-Contractors and Consultants to Prime Contractors described in 2.26.1 shall not be eligible to perform design services under any circumstances where a conflict of interest exists or may potentially exist. A conflict of interest shall be defined as a review function of any work performed under the oversight of Prime Contractor's Program Management or Architectural Team. In these circumstances the subcontractor/consultant shall not propose to work on that project.

### **2.25.3 Employee**

Employees of the selected Prime Contractor or Sub-Contractor/Consultant are advised to avoid conflicts of interest. Full disclosure of their involvement in the project shall be made, should they decide to propose on other projects within the Program.

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## **2.26 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.

## **2.27 SUBSTITUTION OF APPROVED KEY TEAM MEMBERS:**

The County will select the Architect to perform the services contemplated under this solicitation based, in part, on the past successful experience and expertise of the Architect and its proposed team members. Accordingly, the Architect shall not, absent good cause, replace or remove the team members presented to the County during the solicitation process, or the County approved key team members during the terms of the Contract, without the prior written approval of the County. If any key member of the County approved Contractor team shall retire, resign, or otherwise cease employment with the Architect, then the Architect shall promptly appoint a replacement team member who shall be subject to prior approval by the County. County reserves the right to reject any replacement team member.

If the County, in its sole discretion, determines that any key team member is performing their responsibilities under the Contract in an unsatisfactory manner or if irreconcilable differences or an unworkable relationship shall arise, the Architect shall, within five (5) days after receipt of written notice from the County of such circumstance, replace such key team member with a successor acceptable to the County; provided, however, the County represents that it will not give such notice to Contractor unless and until the County, in its sole determination, has exercised reasonable efforts to rectify to its satisfaction, the adverse circumstances regarding the key team member. Any changes in the staffing of the architect will require written notification to the County and the County's written approval of the replacement team member.

## **2.28 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

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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. will not be allowed. Page limitations must be followed as specified in the RFP.
2. The original and the required number of copies of the proposal must be returned to:  
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 three (3) separate sealed envelopes.** The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County. (Submit separate cost proposals and a project specific approach for each project that you bid.)
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, for one or more libraries, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. By submitting any number of signed proposals for the projects in Phase I (see section 1.3), Offeror agrees to accept the award first offered by the County, and agrees that any remaining proposals the Offeror has proposed in Phase I, may at the discretion of the County become ineligible for further consideration. 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.

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6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
  7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
  8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
  9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

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

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

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

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11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
  12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
  13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
  14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
  15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
  16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to

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establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
24. Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.

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26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
  27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
  28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
  29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
  30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
    - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
    - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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- 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 **October 24, 2011** at **11:00 A.M.** and must be addressed to:

**RFP #11RFP80542K-LW**  
**Fulton County Department of Purchasing & Contract Compliance**  
**Public Safety Building**  
**130 Peachtree Street S.E. Suite 1168**  
**Atlanta GA 30303**

An Offeror may submit proposals on up to all four (4) libraries listed in this RFP. Each proposal must meet the requirements below, and shall be packaged separately from the Offeror's other proposals. The Proposal shall consist of a Technical Proposal and a Cost Proposal specific to each library applied for, and one copy of all other 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 **only** 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.

**EACH TECHNICAL PROPOSAL, EACH COST PROPOSAL, AND ONE SET OF 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.**

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Each envelope or package shall be clearly marked as follows:

**RFP#11RFP80542K-LW**  
**Architecture & Engineering Services for Four (4) Branch Libraries**  
**Technical or Cost Proposal**  
**Proposer's Name and Address**

### **3.1.2 Number of Copies**

Proposers shall submit the following **for each branch library project** in which they are proposing:

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

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

Financial Information, one (1) hard copy original with the hard copy Technical Proposal marked "Original" and one (1) hard copy in a separate sealed envelope.  
**Do not include Financial Information on CD media.**

Cost Proposal, one (1) hard copy original and one (1) hard copy in a separate sealed envelope. **Do not include Cost Proposal on CD media.**

All Proposals must be complete with all requested information.

If Proposer is submitting on multiple branch library projects contained in this RFP, the Proposer is to separate each branch library's RFP Proposals in separate package for submission to Fulton County Purchasing & Contract Compliance.

## **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

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requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

### **3.3 SCOPE OF WORK**

The Scope of Work (the Work) below to be performed by the Architect and consultants hereafter referred to as “Architect” consist of professional tasks which have as their objective the design, production of technical documents and construction administration to provide the County, and the County’s representative and the Program Management Team (hereafter referred to as “the County” with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth by the design and construction industry and as described below. The facility shall be suitable for the purposes for which it is intended, comply with all applicable codes and laws, and be completed in a timely manner within the approved construction budget. The services are described under the project phases in which they customarily occur. The County reserves the right to designate the phasing of segregated portions of the Work and to modify the Management Plan.

#### **General**

1. The County may determine early, late and other separate contract awards, and change the number and times of issue of various Construction Contract Document packages at no additional compensation to the Architect as long as there are no more than three (3) document packages, which packages are exclusive of bid alternates.
2. The Architect shall utilize CADD, object based drawing formats for the preparation of the drawings. This format will be used for architectural and engineering disciplines and shall begin to be utilized no later than the Design Development Phase of drawing preparation.
3. The Architect shall develop the design documents in an electronic Building Information Modeling (BIM) system and shall continue collaboration and coordination with collision detection performed in each phase submittal beginning with Design Development. At a minimum, the Architectural, Civil, Structural, Plumbing, Mechanical, and Electrical and Fire Protection disciplines must be included in the BIM coordination. The CM and the County shall be provided with “read only” format BIM files as part of the Record Documents.
4. The Architect shall prepare each phase submittal and/or bid package in a comprehensive format including Coversheet, Index, Lists of Abbreviations and Code Narratives as appropriate for the document. The Architect will identify the

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PROJECT according to the name the County has determined at the time of submittal.

5. Drawings for each phase submitted as required in the scope of work, shall be printed on 30 inch x 42 inch paper drawing sheets for full size documents, to an appropriate scale. Additionally, drawings must be transmitted electronically in PDF file format when requested by the County. Specifications and reports required in this Scope of Work shall be 8 ½ inches X 11 inches except as indicated otherwise and must be transmitted in PDF file format when requested by the County.
6. The Architect shall designate a Project Manager to represent the Architect to the County and oversee the Architect's activities. The Architect's Project Manager shall represent the Architect on a full-time basis throughout the term of the Agreement. The Architect's Project Manager shall remain current with all project activity and shall have the authority to obligate the Architect to schedules, manpower loading, or other measures necessary to perform the services of this Agreement. The Architect's Project Manager shall remain assigned to this Project while in the employ of the Architect, unless permitted otherwise in writing by the County.
7. References to "days" in this scope of work relate to calendar days.
8. Refer to the LEED Implementation Plan attached as Appendix 2 for details the regarding the Architect's responsibilities for LEED Certification of the project.
9. Sustainability Cost Estimate shall be an integral part of the design estimate. The sustainable costs shall identifiable in detail, and as an overall sum of all sustainable costs
10. A topographical survey of the site will be prepared by the County and provided to the Architect.
11. It is the County's intent to provide site specific geotechnical borings, soil testing, analysis, and reports early in design based on input from the Architect. These services should not be included in the Architect's cost proposal.
12. Environmental investigations for Library sites, including Environmental Site Assessments (ESA), wetlands, and jurisdictional waters determination is excluded from the scope of work for RFP.
13. Negotiation with the State Department of Transportation and/or all other traffic authorities related to the development of the project should be included in the scope, including but not limited to curb cuts, required accel/decel lanes and

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street improvements. Traffic signals are not expected, and should not be considered part of the scope of work.

**Code Requirements and Standards:**

1. The Architect shall have access to, and be familiar with all codes and requirements that are applicable to the project and shall document compliance as part of each design phase as described in this Scope of Work.
2. The Architect shall meet with local authorities having jurisdiction over the project to review the proposed design(s), submit required documents and secure documented approvals of governmental authorities as required to proceed with each phase of design. The Architect shall continually inform the County of the projects status relative to code requirements.
3. Revisions required by the County or other governmental authorities shall be incorporated into the documents with cost estimate adjustments provided for the revisions where scope, quantity and/or unit costs are affected.
4. **Fulton County Building Design Standards & Guide Specifications:** Design, engineering and specifications shall comply with Fulton County Design Standards and Guide Specifications.

**Coordination**

1. The Architect will work in collaboration with the County's selected CM-at-Risk companies for each of the Library project in matters including constructability, cost control, and project schedule.
2. The Architect will coordinate with the County's selected consultants for Furniture, Fixtures and Equipment (FF&E) Standardization, Technology, and Wayfinding (Signage) consultants under separate contract with the County. The Architect will be responsible for producing Furniture and Fixtures and Equipment (FF&E) Plans. Additionally, the Architect will include documents from the FFE Consultant in their documents. Signage Location Plan will be produced by the Architect with references to standards and details produced by the Wayfinding consultant.
3. **Fulton County Arts Program Coordination:** The Architect shall coordinate the full participation of the professional public artist, selected by the Fulton County Arts Council, in the design and construction phases of the building and/or site.
  - Provide coordination with the Public Artist (who will be under separate contract with the County) to incorporate proposed artwork(s) for the building design and construction documents, which shall include working with the

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artist to provide technical assistance on issues that may include but are not limited to, structural engineering, lighting, mechanical conditions, permits; specifications; documentation.

- Coordinate the full participation of the professional public artist, selected by the Fulton County Arts Council, in all phases of the building. The artist will collaborate with the design team in areas including, but not limited to, the identification of optimal sites for public artwork on the project; design elements such as flooring, colors, materials, textures and landscaping or site features.
  - The artist will collaborate with the design team in areas including, but not limited to, the identification of optimal sites for public artwork on the project; design elements such as flooring, colors, materials and textures; landscaping features; and other areas of the building design that can be aesthetically or functionally enhanced by the participation of the public artist.
4. The Architect will use the County's web-based project management system during each phase of the work. The use of this system may include communication through project standard documents, review of schedule and cost information. Training required to use the project management system will be provided locally by the County. The Architect team's time and expenses for participating in this training will not be reimbursed.
  5. Local or Urban design reviews may be required for any and all the new library projects in this RFP.
  6. Demolition is not included in the Scope of Work for any of the new branches in this RFP.
  7. The Architect agrees to provide all coordinated professional architectural and engineering services including the necessary documents conferences, presentations and presentation materials required by the County and indicated in the Scope of Work and within the Agreement. The architectural and engineering services shall include:
    1. Architectural and Life Safety Design
    2. LEED Consultant
    3. Interior Design
    4. Civil Engineering
    5. Landscape and Irrigation Design
    6. Structural Engineering
    7. Plumbing Engineering
    8. Mechanical Engineering
    9. Electrical Engineering

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- 10. Fire Alarm and Fire Protection Design
  - 11. Commissioning Agent

**Project Phasing**

- 1. The phases include:

PHASE 1: PROGRAM VERIFICATION & SCHEMATIC DESIGN

PHASE 2: DESIGN DEVELOPMENT

PHASE 3: CONSTRUCTION DOCUMENTS

PHASE 4: BIDDING

PHASE 5: CONSTRUCTION ADMINISTRATION

- 2. Design Phase Requirements Overview

The following table is a summary of the review requirements for each phase of design as described in this scope of work.

<b>Requirements</b>	<b>SD</b>	<b>DD</b>	<b>50% CD</b>	<b>100% CD</b>
Design Submittal	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Cost Estimate	<b>X</b>	<b>X</b>	<b>X</b>	
Review Meetings	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Written Response to Comments	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
Corrected Re-submittal based on review comments			<b>X</b>	<b>X</b>

**PHASE 1: PROGRAM VERIFICATION & SCHEMATIC DESIGN**

- A. The Architect shall examine and analyze available information provided by the County and shall advise and recommend any additional information necessary to begin specific design work on the Project.
- B. Upon analysis of all available information and prior to initiating any design tasks, the Architect shall participate in a Pre-Design Project Analysis Meeting to be held within ten (10) days of receiving the Notice to Proceed . The Architect shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the County. The Architect shall take, transcribe and distribute minutes of the meeting(s).

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- C. Upon conclusion of the Pre-Design Project Analysis Meeting, The Architect shall prepare a report (hereinafter referred to as the Design Narrative) to present to the County which is the Architect's interpretation of the project requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: project team directory, design concept; internal functions; human, vehicle and material flow patterns; general space allocations; analysis of operating functions; commissioning program analysis, initial LEED Strategies ; studies of adjacency, "test-fits" of the site, and logical phasing of the work. An approach to designing the project within the budget for construction shall be addressed in this narrative. A design activity schedule must be included with specific dates for the completion of design tasks.
- D. Upon written authorization from the County to proceed and, based on the approved Design Narrative and the Project Construction Budget, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for review by the County. The Architect will provide several conceptual options for review by the County to choose from. At the completion of the Schematic Design Phase the Architect shall provide deliverable documents, related to the County's most preferred option for the design, ten (10) complete sets of the document for approval by the County. Schematic Design Documents shall include the following:

**Architectural**

- Single-line drawings, scaled, showing complete building layout, identifying all/only programmed spaces and their relationships.
- Preliminary building cross section(s) and exterior elevations indicating location and size of fenestration and floor levels.
- Identification of roof system and drainage technique.
- Identification of all proposed finishes (includes all exterior surfaces, doors, windows, and type of hardware).
- Conceptual Life Safety Plan including a list of significant applicable code requirements; indicating egress path, and fire separations.

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## **Civil**

- Site plan with building located as well as any retaining walls, grading and drainage plan, with all major site development such as access road paving, walls and outside support buildings, and paved parking lots shown.
- Location of site utilities connections as a product of negotiation with utilities providers.
- Description of plans, including a milestone schedule, to acquire civil permits including Storm Water Management and Land Disturbance Permits.

## **Structural**

- Narrative description of the proposed structural system.
- Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

## **Plumbing**

- Size of service (pipe diameter) required, including quantity of fixtures related to the code requirements (including International Plumbing Code).
- Location of building water service entrance.

## **Mechanical**

- Description of heating, ventilating and cooling loads calculations and assumptions.
- Description of proposed mechanical systems including location of major equipment and area requirements.

## **Electrical**

- Preliminary electrical load calculations, one-line electrical distribution diagrams with indications of location of service entry, switchboards, motor control centers, panels, transformers, if required.

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## **Commissioning**

- A Commissioning Plan that identifies the applicable guidelines including the version of ASHRAE and/or NIBS that will be referenced; explains the project goals, approach and responsibilities of Architect, CM, and County related commissioning. The commissioning plan must include testing and inspections requirements and a schedule for all commissioning activities.

### E. Additional Schematic Design Requirements:

1. Schematic Project Rendering and Character Sketches: The Architect shall provide a preliminary project rendering and character sketches, in 30 inch x 42 inch format and dry-mounted on a board and a electronic JPEG format file in full color at minimum 2000 X 1500 pixel size, for use in making presentations to the public. As a minimum, character sketches shall be in color and include an architectural site plan with proposed landscape massing, building and landscape form shading, floor plans at one eighth inch (1/8") equal to one foot scale, minimum showing proposed furnishings, building elevations exhibiting proposed exterior finishes, and building section exhibiting proposed building volume and site slopes. The drawings submitted to the County shall become the property of the County upon submission by the Architect. The Architect shall attend and participate in public meetings when requested by the County.
2. The Schematic Design Documents shall include an estimate of probable construction cost based on the square footage of building area and extent of site development indicated by schematic design. Any cost estimating assumptions that are not evident or inferable from the design are to be documented in writing as part of the estimate.
3. Life cycle cost analysis of roof, mechanical, electrical, lighting systems.
4. A tabulation of room areas is to be provided as part of the Schematic Design including a summary of programmed versus actual square footage by room or area as well as a comparison of the overall building area with the building program. Calculations of the spatial efficiency of the building shall be provided with the tabulation of room areas.

### F. Design Review:

1. Review of Schematic Design Documents: Within fourteen (14) days of receipt from the Architect of a submittal considered generally complete and acceptable by the County, the County shall conduct a meeting to

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discuss the review comments with the Architect and its engineers. County review comments will be in writing or noted on drawings with a copy provided to the Architect. The Architect shall document the proceedings of the discussion within three (3) days of the meeting.

a. Within five (5) days of the County's receipt of the Architect's document, the Architect and the County shall establish a consensus of agreement on the resolution of the County's review comments, and the County shall confirm the agreement in writing. Alternatively, if the Architect's draft submittal is considered unacceptable in the sole opinion of the County, the submittal shall be returned to the Architect for revision and resubmission, before a second review meeting is scheduled.

b. Response to Review Comments:

(1) The Architect and its engineers and consultants shall consider the review comments provided by the County at the review meeting, respond to the County's review comments in writing and indicate final resolution of each comment, and incorporate the County's review comments into the drawings and specification.

(2) The County's comments shall be incorporated into the design documents within ten (10) days of agreement as to their resolution. Insofar as the Architect and the County are in agreement as to the resolution of the County's comments, the Architect shall not be required to resubmit Schematic design documents.

## **PHASE 2: DESIGN DEVELOPMENT**

A. Based on the mutually agreed upon Phase I, Schematic Design, schedule and construction budget, the Architect shall proceed with the process required to complete Design Development. The primary focus of this phase of design will be to address constructability issues as needed to confirm that design concepts can be achieved within the project requirements. The Architect will work with representatives of the County, the Program Management Team (PMT) and Construction Manager (CM) during Design Development.

B. The Architect will provide copies of in-progress documents periodically during this phase of design for review by the County, the PMT, and the CM for coordination with separate Program Consultants to the County.

C. The Architect and Engineering consultants shall provide the appropriate quantity of sets of documents to all regulatory agencies for reviews of this phase, and to utility companies to coordinate project required utility connections.

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D. The Design Development Documents will include the following:

**Architectural**

- Dimensioned floor plans with final locations of all rooms/programmed spaces (named consistent with the program) including all openings.
- Building elevations and sections indicating construction materials and building systems.
- Life Safety Plan illustrating occupancy classification, construction types, fire resistance/separations and means of egress.
- Wall sections showing dimensional relationships, identifying materials and component relationships.
- Coordination of all fixed and loose equipment, furniture, and furnishings to be installed in separate contract.
- Finish schedule and/or plan identifying all interior finishes.
- Door and hardware schedule shall be coordinated with the Technology Consultant showing quantity, type and quality levels with cut sheets illustrating the type and standard of quality of products specified.
- Preliminary development of details and large-scale blow-ups required to determine a means of construction.
- Specifications with manufacturer's literature and/or material samples illustrating the standard of quality for the materials and finishes to be installed in the project.
- Reflected ceiling plans including ceiling grid and all devices that are mounted on or penetrate ceilings (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.). Also show locations of IT, telecommunications, security, AV systems equipment on Technology Consultant's drawings.
- Acoustical treatments.

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- Description of any blocking, lighting, building or structural accommodation for installations of Public Art.

### **Civil**

- Complete site geometry, drainage, utilities plans, and maintenance of traffic.
- Location of site signage.
- Preliminary development of site details.
- Documents required for civil permitting at this phase including erosion control plan.
- Specifications for paving, erosion control and drainage, site furniture with product literature for manufactured items.

### **Landscape**

- Document compliance with the Fulton County Tree Planting Ordinance.
- Tree protection plans and details.
- Planting Plan; identifying all plant types and locations
- Irrigation plan; showing locations and proposed material for sleeves and major components of the irrigation system.

### **Structural**

- Plan drawings with structural members located and sized. including foundation plan(s), framing plan(s), slab openings and expansion joints
- Footing, beam, column and connection schedules.
- Building slab and framing member elevations.

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- Outline specifications and product literature for manufactured items.

### **Plumbing**

- Plumbing plans indicating quantity and layout of fixtures
- Specification and manufacturer's cut sheets indicating the standard of quality of the fixtures to be specified for the project.
- Description of maintenance access requirements including locations.

### **Mechanical**

- Heating and cooling load calculations for each space and major duct or pipe runs sized to coordinate with structural design.
- Mechanical equipment schedule indicating size and capacity.
- Ductwork and piping location and size indicated on plans.
- Control device description and location.
- Specifications with manufacturer's literature indicating the standard of quality of the equipment to be specified for the project.
- Completed energy analysis data per ASHRAE 90.1.

### **Electrical**

- Schedule of all power consuming equipment and load characteristics coordinated with consultants under separate contract. Total calculated electrical load.
- Major electrical equipment (location/orientation of site transformers and utilities cabinets, switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- Site lighting design with photometric analysis.

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- Specifications and manufacturer's literature indicating the standard of quality and finish selection options for exposed equipment.
  - Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
  - Final light fixture schedule

### **Fire Alarm & Fire Protection**

- Plan with location of fire alarm system components, such as strobes, horns, pull stations and controllers.
- Sprinkler system plans indicating conceptual layout of system and location of major components.

### **Fire Alarm & Fire Protection**

- Plan with location of fire alarm system components, such as strobes, horns, pull stations and controllers.
- Specifications of fire alarm and fire protections systems including description of notification and system testing requirements

### **Commissioning**

- The AE/CA written verification of the mechanical and electrical basis of design relative to the Commissioning Plan.

E. The Architect shall coordinate with FF&E Standards Consultant, Technology Consultant and Wayfinding Consultant that are contracted directly with the County. Separate documents from these consultants (not defined in this document) are to be included in the Design Development submittal.

F. A detailed cost estimate organized according to NIST-Uniformat II shall be provided with the Design Development documents. This estimate is to be a detailed statement of probable construction cost base on quantities of specific of materials used to compose the project and current market labor costs. The Architect will participate in discussions with the County, the PMT and the CM for the project regarding the estimate and about how to get the most value with the construction budget.

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G. The Architect and its engineers shall provide the County with no less than ten (10) sets of the design development documents described above for review. Electronic files in PDF format will be transmitted to the County, the PM and the CM at the same the printed material is delivered. The drawings and related information submitted to the County shall become the property of the County upon submission by the Architect.

1. Review of Design Development Documents: Within fourteen (14) days of receipt from the Architect of a submittal considered generally acceptable by the County, the County shall conduct a meeting to discuss the County's review comments with the Architect and its engineers. Such review comments will be in writing with a copy provided to the Architect. The Architect shall document the proceedings of the discussion.

a. Within three (3) days, or as soon as practical thereafter, the Architect and the County shall establish a consensus of agreement on the resolution of the County's review comments, and the County shall confirm that agreement in writing. Alternatively, if the Architect's draft submittal is considered unacceptable in the sole opinion of the County, the submittal shall be returned to the Architect for revision and resubmission, before a review meeting is scheduled.

b. Response to Review Comments:

(1) The Architect and its engineers and consultants shall consider the review comments provided by the County at the review meeting, respond to the County's review comments in writing to indicate final resolution of each comment, and incorporate the County's review comments into the drawings and specification as appropriate.

(2) Comments from the County review shall be incorporated into the design and construction documents at no additional cost to the County and the cost estimate shall be adjusted accordingly at no additional cost to the County.

### **PHASE 3: CONSTRUCTION DOCUMENTS**

A. Based on the mutually agreed upon Design Development Documents, schedule and construction budget, the Architect will begin with the process of producing Construction Documents that are detailed and coordinated to provide sufficient instruction to complete the construction of the building.

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- B. The Architect will provide copies of in-progress documents periodically during this phase of design for review by the County, the PMT and the CM, and for coordination with separate program consultants.
- C. The Architect will provide 50% Construction documents, as described below for review and revision as necessary by the CM to formulate a Guaranteed Maximum Price. The Architect will continue to develop details required for construction to be issued as the 100% Construction Documents. The scope of the construction is not to be changed by the Architect without specific direction from the County after the issuance of the 50% Construction Documents are issued to the CM.
- D. The Construction Documents will include the following:

**Architectural**

- Floor plans, fully dimensioned, labeled, tagged and coordinated with all disciplines. The plans shall show locations of all accessories and equipment.
- Roof plans indicating all rooftop penetrations, equipment, slopes, accessories and related details.
- Exterior elevations shall identify all proposed materials and their relationships. Indicate column/structural centerlines. Indicate the building relationship to finish grade. Indicate wall and building section tags. Coordinate with the floor plans.
- Life Safety Plan with a final code report that includes exit analysis, and life safety requirements. Include all pertinent code reference information. All UL rated assemblies are to be located and identified on the plans, and related details.
- Wall sections showing final dimensional relationships, materials and component relationships. Sections are to indicate parapet design, key areas at stairs and elevators, window locations, typical wall construction and interface with roof transition points. Key the sections to the plans. Provide a partition and wall type schedule, keyed to the floor plans. Fire rated partitions are to have the UL rating design number included in the detail.
- Provide dimensioned, detailed interior elevations of all walls and spaces that require significant detailing in order to completely

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and fully understand and construct the intended design.

- Building sections shall indicate floor lines, floor to ceiling clearances, and relationships of structure and finish features. Indicate column centerlines. Provide detailed sections of all stairways, elevators and shafts, and all other vertical transportation devices.
- Fully developed details including window and door types with jamb head and sill conditions, typical partition types, expansion joint types, and custom furnishings and millwork.
- Complete schedules are to include finish schedules, door/frame schedules, hardware schedule coordinated with Technology Consultant and toilet accessory schedule. Door and window schedules shall include reference to head, jamb and sill details, hardware groupings, tags and location identification. Finish schedules shall include all finished surfaces, indicating finish type, and will be coordinated to a color schedule.
- Reflected ceiling plan including ceiling grid and all devices that penetrates ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.). Indicate changes in ceiling heights, built in hard surfaces, soffits, and coves. Indicate and dimension locations of all ceiling mounted, recessed or hidden equipment such as screens, projection equipment, exit signs, etc. Coordinate locations of all security equipment, Wayfinding (signage), AV equipment and indicate on the drawings.

### **Civil**

- Building location plan with all proposed site improvements including sidewalks, plazas, landscape areas and drives. Provide schedule of landscape materials.
- Site drainage contours, structures and equipment details.
- Indicate all existing and new site utility and signage locations and sizes.
- Provide hardscape details. Include location of all site accessories such as benches, bike racks, kiosks, etc. Utilize County standards where applicable.

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- Indicate details for all site enclosures such as trash and equipment screens, flag poles, rain collection systems if used on the project. Utilize County standards where applicable.

### **Landscape**

- Document compliance with the Fulton County Tree Planting Ordinance.
- Tree protection plans and details.
- Planting Plan; identifying all plant types and locations
- Irrigation plan; defining scope of irrigation requirements.

### **Structural**

- Plan drawings with structural members located and sized. Include foundation plans, framing plans, slab openings, expansion joints. All plans are to be fully dimensioned and coordinated with the floor plans.
- Footing, beam, column and connection schedules.
- Provide typical details and general notes. Provide all details of all special connections, assemblies and components.
- Indicate and dimension all locations of miscellaneous framing materials.

### **Plumbing**

- Plumbing plans indicating quantity and layout of fixtures and all related details; piping diagrams with sizes and valve locations.

### **Mechanical**

- Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- Mechanical equipment schedules indicating size and capacity.

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- Ductwork and piping substantially located and sized and illustrated with detailed system drawings.
  - Provide riser diagrams and piping diagrams. Provide schedules for all equipment including diffusers, pumps, air handling equipment, and all required mechanical equipment.

### **Electrical**

- All power consuming equipment and load characteristics including total load.
- Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- Complete site lighting design.
- Lighting, power plans, IT and telecommunications, audio/visual, security and office automation devices and receptacles and furniture coordinated with all divisions and County's consultants.

### **Fire Alarm and Fire Protection**

- Indicate location of all fire sprinkler system components such as pipe routing, test stations, drains, controllers and system control diagrams. Sprinkler locations will be required in at least 25% of the floor area.
- Indicate locations of fire alarm components such as horns, strobes, and controllers.

At a minimum, location of pump, specification and details, location of main fire protection lines, inspection stations, and drain locations and general sprinkler head locations. Line sizing for feeders lines may be deferred until construction.

### **Commissioning**

- Written verifications that the Mechanical and Electrical Design are within the parameters of the Commissioning Plan.

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E. The Architect and consultants are to provide complete construction specifications in 3-Part format according to the current Construction Specifications (CSI) Master Format reflecting final coordinated selections of materials, products and performance requirements for all disciplines. The County shall provide a draft copy of the DIVISION 00, & 01 to be incorporated in the Project Manual.

F. The Architect shall coordinate with FF&E, Technology and Signage consultant, under separate contract with the County. Separate consultant's documents (not defined in this document) are to be included with this design submittal.

G. Review of Construction Documents: Within fourteen (14) days of receipt from the Architect of a submittal considered generally acceptable by the County, the County shall conduct a meeting to discuss the County's review comments with the Architect and its engineers. Such review comments will be in writing with a copy provided to the Architect. The Architect shall document the proceedings of the discussion.

a. Response to Review Comments

(1) The Architect and its engineers and consultants shall consider the review comments provided by the County at the review meeting, respond to the County's review comments in writing to indicate final resolution of each comment, and incorporate the County's review comments into the drawings and specification as appropriate.

(2) Comments from the County and the governmental authorities having jurisdiction reviews shall be incorporated into the design and construction documents at no additional cost to the County

H. Final Construction Document – Released for Construction Submittal.

Within ten (10) days of the County's written confirmation to the Architect of the consensus of agreement regarding the County's review comments, the Architect shall provide to the County with two complete sets of Drawings and Specifications bearing the signature and seal of the architect and respective engineers as required by the State of Georgia laws and regulations. At this same time, electronic files of the drawings and specifications shall be provided in PDF format that are printable at full size.

Final Project Rendering and Character Sketches: The Architect shall provide a preliminary project rendering and character sketches, in 30 inch x 42 inch format and dry-mounted on a board and a electronic JPEG format file in full color at minimum 2000 X 1500 pixel size, for use in making presentations to the public. At a minimum, character sketches shall be in color and include an architectural site plan with proposed landscape massing, building and landscape form shading, floor plans with proposed furnishings, building elevations exhibiting

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proposed exterior finishes, and building section exhibiting proposed building volume and site slopes. The drawings submitted to the County shall become the property of the County upon submission by the Architect. The Architect shall attend and participate in public meetings when requested by the County.

**PHASE 4 – BIDDING (Construction Management):**

- A. The Architect shall assist with bidding phase services upon the issuance of the 50% Construction Documents.
- B. The Architect shall assist the Construction Manager for the project by providing a design documents for bid packages. The Architect will NOT be responsible for formatting each bid package that the CM issues.
- C. The Architect will respond to Requests for Information (RFI), requests for substitutions and prepare addenda during the bid period.
- D. Should first bidding or negotiation produce prices in excess of the approved construction budget, the Architect shall participate with the County in such re-bidding, re-negotiation, and re-design, at no additional expense to the County, as may be necessary to obtain price(s) within the approved construction budget or price(s) acceptable to the County. The County will assist in re-design decisions. All re-design must be approved by the County.
- E. Should the Architect re-design or participate in re-bidding under its responsibilities set out in the preceding paragraph, it's Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the County.
- F. The Architect will not be involved in the selection of the Construction Manager at Risk for the project, however, the design consultant will be expected to review the CM's Guaranteed Maximum Price (GMP) and provide written comments from such review to the County.

**PHASE 5 – CONSTRUCTION ADMINISTRATION**

- A. The Program Management Team (PMT) shall be the point of contact for the County during construction. All instructions to the Construction Manager (CM), during construction, shall be issued by the Architect except when directed otherwise by the County.
- B. Construction Administration: The Architect is specifically charged with weekly general observation and inspection of the work as set forth for the time period as

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indicated under Architect's Agreement. The Architect and his Engineers shall submit field reports for each site visit.

- C. The Architect shall issue interpretations of the plans and specifications to the CM when required by written clarifications and supplemental drawings. The Architect shall maintain a log of all clarifications and supplemental drawings.
- D. The Architect shall provide necessary project drawings, in electronic format, to surveyors and/or subcontractors to facilitate layout/staking and to use as a base for "as built drawings" that will be produced by the CM
- E. The Architect shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the CM, or the safety precautions and programs incidental to the work of the CM.
- F. The County will require the CM to prepare a submittal schedule stating when the CM proposes to provide submittals to the Architect. The Architect will review and together with the CM agree upon a final submittal schedule.
- G. The Architect shall review all shop drawings and product data submittals and maintain logs for shop drawings, change proposals, change orders, supplemental drawings, modifications, clarifications, etc. Logs shall be kept current and a copy shall be sent to the County when requested. The County shall require two (2) sets of all shop drawings for information and records. Shop drawings shall be sent to the PMT.
- H. The Architect shall exercise architectural and engineering knowledge and expertise deemed necessary to guard the County against defects and deficiencies in the work of the CM. The Architect will advise County and CM in writing of any omissions, non-approved substitutions, defects and deficiencies encountered or observed in the work of the CM within three (3) days of such observations.
- I. The Commissioning Agent and the Architect will coordinate the schedule and requirement for functional testing with the CM. The Commissioning Agent shall perform functional testing at the appropriate level of construction progress and shall include the County, PMT and CM in the distribution of results, in a timely manner.
- J. The Architect and County representatives shall at all times be provided with and have access to the work at any time when in preparation or progress.
- K. The Architect shall be required to attend "progress meetings" with the County, the PMT and CM during weekly site observation visits.

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- L. The Architect shall submit written field reports to the County and the CM. Observed items of noncompliance or items impacting schedule or cost shall be reviewed and discussed at progress meetings for resolution. The Architects' engineers shall also observe and report on their respective portions of the work on a weekly basis during the preparation and progress of the portions of the work pertinent to the engineering discipline.
- M. The Architect shall have authority to reject work not conforming to the contract documents. Whenever, in the Architect's reasonable opinion, the Architect considers it necessary or advisable to insure the proper implementation of the intent of the contract documents, the Architect will have authority to require special inspection or testing of any work in accordance with the provisions of the contract documents whether or not such work be then fabricated, installed, or completed.
- N. The Architect is authorized to approve minor variations in the Work from the requirements of the Contract Documents. Minor variations are variations to the Construction Documents that do not alter program or functional requirements, or reduce quality (performance or aesthetic quality) or involve an adjustment in the contract price or contract time.
- O. The Architect shall review all change orders. The Architect does not have any authority to approve any Change Order. A Change Order is a written order from Fulton County to a contractor directing or approving a change, within the scope of the contract and necessary for completion of the contract, in the specifications, services, time of performance, or terms and conditions of the contract. A change is within the scope of a contract if it concerns the Work required by the original contract documents and any subsequent change orders approved to accomplish the intent of the project as described in the solicitation documents. The procedures and processes for Change Orders shall be in compliance with Fulton County Change Order Policy 800-6. Change orders shall be effected only through a written, bilateral agreement (Modification) between the County, acting through its Board of Commissioners, and the CM. The Modification modifies the contract and will specify all changes to the contract and the costs thereof.
- P. Change Orders shall be prepared by the County on County generated forms in a format that is consistent with the Fulton County Change Order Policy 800-6.
- Q. Contractor's Applications for Payment: Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor/CM and shall certify and issue certificates for payment in such amounts. The certification for payment shall constitute representation by the Architect's observations at the site, that the work has

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progressed to the point indicated and, to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the contract documents. AIA DOCUMENT G702 – APPLICATION AND CERTIFICATON FOR PAYMENT shall be used.

- R. Substantial Completion: The Date of Substantial Completion of a project is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so that the County can occupy or utilize the Work or a designated portion thereof for the use for which it is intended and accepted by the County. A Certificate of Occupancy is required to achieve Substantial Completion, as well as submission of complete and final project record documents including record drawings, operation and maintenance manuals, warranties and other submittal requirements.
1. Following written Notice of Substantial Completion by CM, the Architect shall conduct inspections to determine the Dates of Substantial Completion. The Architect shall conduct the inspection within three (3) days of receipt of the Contractor's Notice of Substantial Completion.
  2. The Architect's engineers shall also conduct inspections concurrent with the Architect's inspection.
  3. The Commissioning Agent shall provide written document accepting the mechanical and electrical system operation is within the parameters of the Commissioning Plan, and that appropriate Operational and Maintenance Instruction has been provided to the County and/or Users of the facility.
  4. The Architect and the Architect's engineers shall prepare a list (punchlist) of Work remaining to be completed. If the Architect finds the Work is not substantially complete, the Architect shall submit the reasons and a copy of the Architect's punchlist to the CM and the County in writing within five (5) days following receipt of the Contractor's Notice of Substantial Completion (from the CM). If the Architect finds that the Work is Substantially Complete, the Architect shall notify the CM and the County. The Architect shall incorporate the County requirements or exceptions into the certificate punchlist items shall be considered complete when the County approves the reconciliation of a punchlist item.
  5. The Architect shall provide the County with a written list of outstanding contract requirements relative to construction status and project closeout prior to certifying the Certificate of Substantial Completion.
  6. The Architect shall receive, review and approve or reject all written guarantees and related project closeout documents assembled by the Contractor. The Architect shall review all operation and maintenance manuals and warranties provided by the Contractor for completeness. The Architect shall transmit these materials to the Department of General Services through the PMT for review and approval or rejection.

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S. Final Completion & Payment: Upon the CM's notice of final completion and submittal of a final CM's Application for Payment of outstanding contract amounts, the Architect shall conduct an inspection, when the Architect finds the Work is acceptable under the Contract Documents, the Contract fully performed and all punchlist items have been reconciled by the CM, reconciliation has been accepted by the County, the Architect will issue a Certificate for Payment approving the final payment due the CM through the County and the PMT. This approval will constitute a representation, to the best of the Architect's knowledge, information and belief on the basis of observations and inspections required under this Agreement, the Work, including the County's reconciliation of all punchlist items, and completion of as-built and project closeout documents have been completed in accordance with the Terms and Conditions of the Contract Documents, therefore the balance of payment is due and payable to the CM.

Post Completion Inspections: The Architect and the Architect's engineers expressly agree to participate in a project post completion inspection twelve (12) months from the date of substantial completion during which the Architect agrees to attend, inspect and submit a report of the project for evidence of faulty materials or workmanship. Two (2) inspections shall be required on a bi-annual basis during the twelve month period. The seasonal equipment and materials shall be inspected by the Architect and the Architect's engineer's in their appropriate season. The second inspection shall be conducted on or by the tenth month after Substantial Completion. The Architect shall document inspection observations and submit to the County within seven (7) days following the inspection.

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

The Technical Proposal for each library project shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services. The proposal shall be limited in page length as stipulated in this section.

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

#### ***Section 1 - Executive Summary*** (2 page 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, Corporation, etc.).

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- 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.
  - Provide the name(s) of the library projects that the proposal is submitted for.

## **Section 2 – Project Plan**

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Proposer must select which project(s) the proposal is being submitted for by filling in the form included in the RFP as Appendix 1. The Project Information and Selection Form, with the proposer's selection must be included at the front of Section 2. A separate Project Plan is to be provided for each of the projects selected on the Project Information and Selection Form.
3. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in the planning and tracking this project successfully. Describe methodologies including best practices and benchmarks to be used. Description of Methodology and best practices may be included in a separate paragraph of the proposal.
  - A. Project Work Plan summarizing the team's quality control, method of coordination of disciplines, production, cost controls and schedule control measures. (1 page)
  - B. Discuss how the project plan will incorporate and encourage partnerships with Minority and Female Business Enterprises in the project team and as part of the design process. (1 page).
  - C. Describe how the project plan addresses the Construction Delivery method proposed for the project. (1 page).
  - D. Description of project deliverables. This would include drawings, technical specifications, models and other design documents. Explain how your design documents will ensure quality control and any other advantages offered by your project deliverables. (1 page)

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### ***Section 3 – Project Approach***

1. Describe your approach and any unique challenges and opportunities specific to each proposed library project, recognizing attributes of the project's neighborhood or location (to the extent disclosed by the County), with respect to history, unique architectural style or other unique characteristics evident in that community. (2 page maximum per project).

### ***Section 4 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. The Project Manager must have a minimum of five (5) years experience in the practice of architectural design.
3. 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. Describe the person's roll in work/project.
  - Include two (2) references for each key personnel member on similar projects.
4. Provide a one-page organizational chart reflecting the above personnel's names and positions.

### ***Section 5 – Relevant Project Experience***

Identify three (3) similar projects designed or developed by the Proposer within the past five (5) years. Limit your response to one (1) page per project; please provide the following information for each project:

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

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**Section 6 – Proposer Financial Information** (No page limitation)

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:

- (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 7 - Availability of Key Personnel** (3 page maximum)

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

**Section 8- Local Preference** (no page limitation)

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.

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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 names and addresses.

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 9 – 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

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Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

***Section 10 – 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.

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***

**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.

Cost Summary Forms are the two (2) following pages:

## Cost Proposal Summary (Rates)

Name of Proposer: \_\_\_\_\_

Select one project that this cost proposal is for by marking "X" in the box to left in the table below:

	New Milton Branch Library (L003)
	New Palmetto Branch Library (L005)
	New Southeast Atlanta Branch Library (L006)
	South Fulton Branch Library Expansion (L010)

### **DIRECT PAYROLL HOURLY RATES SCHEDULE (without fringe benefits)**

<b>Employee Classification</b>	<b><u>Hourly Rates</u></b>
1. Principal (Partner or Senior Officer)	\$ _____
2. Project Manager (Responsible Professional)	\$ _____
3. Design Engineer (Registered)	\$ _____
4. Project Architect (Registered)	\$ _____
5. Designer or Technician (Non-Registered)	\$ _____
6. Draftsperson	\$ _____
7. Field Inspector	\$ _____
8. Clerical	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. Total Overhead Rate (150% maximum)	_____ %
12. Total Proposed Profit Rate (10% maximum)	_____ %

The above rates will not be used for selection, but may be used for extensions of services by the proposer(s) contracted to perform the work.

## Cost Proposal Summary (Fee)

Name of Proposer: \_\_\_\_\_

Select one project that this cost proposal is for by marking "X" in the box to left in the table below:

	New Milton Branch Library (L003)
	New Palmetto Branch Library (L005)
	New Southeast Atlanta Branch Library (L006)
	South Fulton Branch Library Expansion (L010)

Complete the following project cost table based on the entire Scope of Work included in Section 3 of this RFP for the project selected above. List any additional disciplines, consultants, add rows to the table as necessary. The PROJECT FEE TOTAL includes the entire lump sum fee, factoring in overhead, profit, indirect/direct costs and escalation to complete the scope of work.

Discipline	Fee include in other discipline	if no fee is listed below then identify the other discipline that includes the fee in the middle column of this table Fee (\$)
Architect		
LEED Certification		
Interior		
Civil		
Landscape		
Irrigation		
Structural		
Plumbing		
Mechanical		
Electrical		
Fire Alarm Systems		
Fire Protection Systems		
Commissioning		
Other Disciplines (list here)		
<b>PROJECT FEES TOTAL&gt;&gt;</b>		<b>\$</b>
<b>Reimbursable Costs (not-to-exceed amount)</b>		Reimbursables Project Total:
1) Printing/Copying/Binding	\$ _____	
2) Delivery Services/Postage	\$ _____	
3) County approved out-of-town travel	\$ _____	
<b>TOTAL AMOUNT OF CONTRACT</b> (lump sum of fees, costs and expenses)		<b>\$</b>

Signature of Authorized Representative: \_\_\_\_\_

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

The TOTAL AMOUNT OF CONTRACT indicated in this table will be used to calculate the points awarded for COST selection criteria for the project. The method of COST evaluation is described in SECTION 3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT, Section-10 Cost.

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## SECTION 4 EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

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

Evaluation Criteria	Weight
Project Plan	15%
Project Approach	15%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts	5%
Local Preference	10%
Disclosure Form and Questionnaire	5%
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**

The following paragraphs present an overview of each Proposal Form required.

### **5.2.1 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.

### **5.2.2 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.

### **5.2.3 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.

### **5.2.4 Disclosure Form and Questionnaire**

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

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

Proposer shall complete and submit Form F, 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.

### **5.2.6 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 G, Subcontractor Affidavit.

### **5.2.7 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.

### **5.2.8 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**

(Prime only)

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.

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(COMPANY NAME)

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(PRESIDENT/VICE PRESIDENT)

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

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(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**  
                                  (Prime only)

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**

(Prime and JV partners, team members)

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

1. 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 Proposals or a Request for Qualification or a Bid in Response to an Invitation to Bid.  
Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.
2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

### **LITIGATION DISCLOSURE:**

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

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

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type of business practice; and

(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.

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 '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.

**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**

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**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.

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EEV/Basic Pilot Program\* User Identification Number

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BY: Authorized Officer of Agent  
(Insert Contractor Name)

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Title of Authorized Officer or Agent of Contractor

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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.

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EEV/Basic Pilot Program\* User Identification Number

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BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

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Title of Authorized Officer or Agent of Subcontractor

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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)**

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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 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**

The following paragraphs present an overview of each Proposal Form required.

### **5.2.1 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.

### **5.2.2 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.

### **5.2.3 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.

### **5.2.4 Disclosure Form and Questionnaire**

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

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

Proposer shall complete and submit Form F, 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.

### **5.2.6 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 G, Subcontractor Affidavit.

### **5.2.7 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.

### **5.2.8 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**

(Prime only)

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.

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(COMPANY NAME)

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(PRESIDENT/VICE PRESIDENT)

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

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(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**  
                                  (Prime only)

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**

(Prime and JV partners, team members)

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

1. 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 Proposals or a Request for Qualification or a Bid in Response to an Invitation to Bid.  
Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.
2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

### **LITIGATION DISCLOSURE:**

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

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

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type of business practice; and

(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.

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 '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.

**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**

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**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.

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EEV/Basic Pilot Program\* User Identification Number

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BY: Authorized Officer of Agent  
(Insert Contractor Name)

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Title of Authorized Officer or Agent of Contractor

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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.

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EEV/Basic Pilot Program\* User Identification Number

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BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

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Title of Authorized Officer or Agent of Subcontractor

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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)**

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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 PURCHASING AND CONTRACTING**

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

#### **Implementation of Equal Employment Opportunity (EEO) Policy**

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

#### **Monitoring of EEO Policy**

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

### **6.2 DETERMINATION OF GOOD FAITH EFFORTS**

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

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media,

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trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

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

### **6.3 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

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

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

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

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

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

### **6.4 REQUIRED FORMS AND EBO PLAN**

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

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

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

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

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

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

(Prime only)

“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**  
(Prime and Subs)

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

EXHIBIT B - EMPLOYMENT REPORT																		
The demographic employment make-up for the bidder <b>must</b> 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 <i>(Not of Hispanic Origin)</i>		BLACK or AFRICAN AMERICAN <i>(Not of Hispanic Origin)</i>		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																		
<b>TOTAL</b>																		

FIRMS' NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 This completed form is for (Check only one):  Bidder/Proposer  Subcontractor  
 Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

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

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

**Total Percentage Value: (%)** \_\_\_\_\_

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

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

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

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

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

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

**EXHIBIT D**

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

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

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

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

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

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

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

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

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

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

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

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

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

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

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

**AUTHORIZED COMPANY REPRESENTATIVE**

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

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

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

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

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

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

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

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

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

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

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

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

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_

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

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_

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

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_

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

**Telephone No.:** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

**Note:** Attach additional sheets as required

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

firm or the joint venture: \_\_\_\_\_

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

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

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

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

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

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

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

## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

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

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

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

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

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

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

Executed By: \_\_\_\_\_  
*(Signature)*
*(Printed Name)*

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

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

## **EXHIBIT H**

(Prime only)

### **FULTON COUNTY FIRST SOURCE JOBS PROGRAM**

#### **STATEMENT OF POLICY:**

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

#### **PURPOSE:**

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

#### **MONITORING POLICY:**

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

**FORM 1**

# FULTON COUNTY

## First Source Jobs Program Information

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

Project Number: \_\_\_\_\_

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

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

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

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

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

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

FORM 2

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

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

**FORM 3**

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## SECTION 7

# INSURANCE AND RISK MANAGEMENT PROVISIONS

### Bidding Instructions Relative to the Owners' Wrap-Up Program

#### General Conditions

1. **Architect's Insurance Provisions:** During the life of the contract and for such additional time as may be required, the architect will provide, pay for, and maintain in full force and effect the insurance outlined here for coverages at not less than the prescribed minimum limits of liability, covering the architect's activities, those of any and all consultants, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

#### 1.1 Certificates of Insurance:

- A. Before starting work, the architect will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required here are in effect and specifying that the liability coverages will not be canceled, non renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

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

- B. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence that is provided will not be construed as a waiver of the architect's obligation to maintain such insurance.
- C. The acceptance of delivery by the owner of any certificate of insurance evidencing the required insurance coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- D. The owner will have the right, but not the obligation, of prohibiting the architect or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed

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in complete compliance with these requirements is received and approved by the owner.

- E. If the architect fails to maintain the insurance as set forth here, the owner will have the right, but not the obligation, to purchase said insurance at architect's expense. Alternatively, the architect's failure to maintain the required insurance may result in termination of this contract at owner's option.
- F. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the architect's final invoice.

- 1.2 **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the state where the project is located and considered acceptable by the owner. In addition, certified copies of all insurance policies required will be provided to the owner within 10 days of owner's written request for those copies.
- 1.3 **Insurance Primary:** All coverages required of the architect will be primary over any insurance or self-insurance program carried by the owner.
- 1.4 **No Reduction or Limit of Obligation:** By requiring insurance, the owner does not represent that coverage and limits will necessarily be adequate to protect the architect. Insurance effected or procured by the architect will not reduce or limit the architect's contractual obligation to indemnify and defend the owner, for claims made or suits brought which result from or are connected with the performance of this contract.
- 1.5 **Additional Insured:** To the extent commercially available at no additional cost, policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include Fulton County Government (Owner), Heery/Russell (a joint venture) and the owner's directors, officers, representatives, agents and employees as additional insured on a primary basis for work performed under or incidental to this contract. The form of the additional insured endorsement will be ISO CG 20 10 11 85 (Form B) or its equivalent. If the additional insured has other insurance applicable to the loss, it will be on an excess or contingent basis. The amount of architect's insurance will not be reduced by the evidence of such other insurance.
- 1.6 **Duration of Coverage:** All required insurance coverages will be maintained without interruption during the entire term of the contract.
- 1.7 **Continuous Operation:** The architect's general liability insurance policy must be endorsed to reflect the fact that the owner and any tenants will

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continue to operate business activities at the premises during activities of the architect and that no property used in connection with the owner and tenants' activities will be considered by the architect's insurance company as being in the care, custody, or control of the architect.

- 1.8 Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (Tail Coverage) will be at least 36 months.
- 1.9 Consultants' Insurance:** The architect will cause each consultant and/or contractor employed by the architect to purchase and maintain insurance of the types specified below. When requested by the owner, the architect will furnish copies of certificates of insurance evidencing coverage for each consultant.
- 1.10 Joint Ventures:** If the architect is a joint venture involving 2 or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each policy specified.
- 1.11 Cooperation:** The architect and the owner agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

## **2. Insurance Limits and Coverage**

- 2.1** To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Service Office (ISO) policies, forms, and endorsements.
- 2.2** In the event that the architect has any self-insured retentions or deductibles under any of the following minimum required coverages, the architect must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the architect's sole responsibility.

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### 2.3 Commercial General Liability:

- A. MINIMUM LIMITS:
1. \$1,000,000 EACH OCCURRENCE
  2. \$2,000,000 general aggregate with dedicated limits per project site
  3. \$2,000,000 products and completed operations aggregate
- B. Coverages:
1. 1986 (or later) ISO commercial general liability form (occurrence form)
  2. Products and completed Operations coverage maintained for at least 3 years
  3. Blanket Contractual Liability (included in 1986 ISO Form)
  4. Blanket form property damage (included in 1986 ISO Form)
  5. Severability of Interest (included in 1986 ISO Form)
  6. Underground explosion and collapse Coverage (included in 1993 ISO Form)
  7. Personal Injury
  8. Incidental Medical Malpractice (included in 1986 ISO Form)
  9. Transfer of Rights of Recovery Against Others to Us or Blanket Waiver of Subrogation
  10. Joint Venture as Named Insured
  11. Additional Insured Endorsement

**2.4 Automobile Liability:** The Architect will maintain business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

- A. Minimum Limits: \$1,000,000 combined single limit each Accident
- B. Coverages:
1. Additional Insured Endorsement
  2. Specific waiver of subrogation
  3. Contractual Liability

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**2.5 Workers Compensation:** The architect will maintain workers' compensation and employers' liability insurance.

- A. Minimum limits:
1. Workers Compensation - Statutory Limits (In compliance with the Georgia Worker's Compensation Act)
  2. Employers Liability:
    - a. \$100,000 bodily injury for each accident
    - b. \$100,000 bodily injury by disease for each employee
    - c. \$500,000 bodily injury disease aggregate

**2.6 Umbrella/Excess Liability:** The architect will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in sections 2.3, 2.4, and 2.5 which is at least as broad as each and every area of the underlying policies. The amounts of insurance required in sections 2.3, 2.4, 2.5, and 2.6 may be satisfied by the architect purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each of sections 2.3, 2.4, and 2.5 when added to the limit specified in the section 2.6.

A. Minimum limits: \$5,000,000 combined single limit and aggregate limit

- B. Coverages:
1. Additional insured endorsement
  2. Pay on behalf of wording
  3. Concurrency of effective dates with primary
  4. Blanket contractual liability
  5. Punitive damages coverage  
(where not prohibited by law)
  6. Aggregates: apply where applicable in primary
  7. Care, custody, and control—  
follows form primary
  8. Drop down feature

**2.7 Professional Liability (Errors & Omissions):** The architect will purchase and maintain professional liability insurance.

A. Minimum limits: \$1,000,000 each claim and annual aggregate

- B. Coverages:
1. Insured's interest in joint ventures, if applicable
  2. Punitive damages coverage

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(where not prohibited by law)

3. Limited contractual liability
4. Retroactive date prior to work
5. Extended reporting period of 36 months

**2.8 Valuable Papers:** The architect will purchase valuable papers and records coverage, to include electronic versions, for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this project. Coverage shall include electronic versions (including owned and non-owned) when watercraft are used in the performance of the work with the following minimum limits:

- A. Bodily injury:           \$1,000,000 each occurrence  
                                  \$1,000,000 each person
- B. Property damage: \$1,000,000 each occurrence
- C. Coverages:            1. Additional insured endorsement  
                                  2. Specific waiver of subrogation  
                                  3. Contractual liability

**\*Insurance shall in no way limit the liability of the Architect.**

## **II. Supplemental Provisions**

- 1. Subrogation and Waiver.** Architect will require all insurance policies in any way related to the work and are secured and maintained by architect and all tiers of consultants to include clauses stating that each underwriter will waive all rights of recovery, under subrogation or otherwise, against owner, architect, and all tiers of consultants.
- 2. Replenishment of Limits.** At architect's expense, all limits must be replenished immediately upon the insurer's reduction in limits due to claims on this project or any other project. Failure to do so may result in cancellation of this contract at the owner's sole discretion. If the architect fails to renew, replace, or replenish the coverages required, the owner may do so on the architect's behalf and deduct the cost from contract payments.
- 3. Professional Liability.** If the Professional Liability requirement is satisfied via a project specific policy term must be for the length of the contract plus provide a 36 month extended reporting period. If the Professional Liability requirement is satisfied via an Architectural practice policy, then coverage must be maintained for the durations of the contract plus 36 months past substantial completion of the construction of the project.

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**SECTION 8  
SAMPLE CONTRACT**

<begins on next page>

**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
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- 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**

CONSULTANT:

**[Insert Consultant COMPANY NAME ]**

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

ATTEST:

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

ATTEST:

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

\_\_\_\_\_  
Secretary/  
Assistant Secretary  
(Affix Corporate Seal)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

## **ADDENDA**

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.

SAMPLE CONTRACT

# **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)

**SAMPLE CONTRACT**

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**SECTION 9  
EXHIBITS**

## EXHIBIT 1

**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 (✓)
1	One (1) Proposal marked “ <b>Original</b> ”, five (5) CD’s	
2	*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>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal for each library bid	
5	Cost Proposal for each Library Project Selected in (Cost Summary forms Hourly & Fee, Section 3) (submitted in a <b>separate sealed envelope</b> )	
6	Financial Information (submitted in a <b>separate sealed envelope</b> )	
7	Acknowledgement of each Addendum(s)	
8	<b>Purchasing</b> items below should match information requested in the Technical Proposal Format and Content of Section 3 in this RFP. 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 Proposal (See item 5)	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offeror 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	
10	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 Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
11	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	

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## **SECTION 10 APPENDICES**

- *Appendix 1 - Project Information and Selector (attached)*
- *Appendix 2 - LEED Implementation Plan (attached)*
- *Appendix 3 – Library Site Information (attached)*

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## APPENDIX 1

# **PROJECT INFORMATION AND SELECTION FORM**

Name of  
Proposer: \_\_\_\_\_

## **ARCHITECTURAL & ENGINEERING SERVICES FOR FOUR (4) BRANCH LIBRARIES**

for Atlanta Fulton Public Library System Capital Improvement Program - Phase I

<b>Mark "X" in box below , next to the projects for which you are submitting qualifications for</b>	<b>NAME OF NEW BRANCH</b>	<b>PROPOSED FLOOR AREA</b>	<b>PROPOSED CONSTRUCTION BUDGET</b>
	<b>Milton (L003)</b>	25,000 sf	\$7,194,983
	<b>Palmetto (L005)</b>	10,000 sf	\$3,219,762
	<b>Southeast Atlanta (L006)</b>	15,000 sf	\$4,685,600
	<b>South Fulton (L010)</b>	add 10,000 sf	\$5,567,581

Construction delivery method for all the projects is Construction Management at Risk.

This form is to be complete as described in the table above. Mark an "X" on the row for each project the proposal is submitted for and included in the proposal as indicated in Required Submittals Checklist.

**Attach this form on the outside of the proposal.**

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## APPENDIX 2

# LEED Implementation Plan

Begins on next sheet.

# LEED Implementation Plan for Atlanta-Fulton Public Library System



**SUSTAINABILITY**

*Meeting the needs and desires of the present without compromising the ability of children to meet their needs in the future*  
1987 UN Conference's Brundtlandt Commission

**The Greenhouse Effect**

The diagram illustrates the greenhouse effect. It shows the Sun emitting solar radiation (red arrows) that passes through the atmosphere and is absorbed by the Earth's surface, warming it. The Earth then emits infrared radiation (red arrows) back towards the surface. Some of this infrared radiation is reflected back to the Earth by the atmosphere, which is described as being absorbed and re-emitted in all directions by greenhouse gas molecules. This process is said to warm the Earth's surface and the lower atmosphere.

Provided by:



for

HEERY-Russell, a joint venture  
Central Library  
One Margaret Mitchell Square  
6<sup>th</sup> Floor  
Atlanta, Georgia 30303

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## II. PURPOSE

On July 16, 2008 the Fulton County Board of Commissioners voted to place a \$275 million bond referendum on the November 4, 2008 ballot to implement the Library's Facility Master Plan. The referendum was approved with 65% support. On September 1, 2010 the Atlanta-Fulton Public Library System received approval to engage the Heery/Russell JV, Program Management Team (PMT) to provide program management services for Phase I of the library's capital improvement program.



Fulton County Government is retaining the services of Architectural and Engineering (A/E) firms to provide sustainable design services for eight (8) new branch libraries and two (2) renovated/expanded libraries. These ten (10) libraries are part of the Atlanta-Fulton Public Library System Capital Improvement Program (Phase-I). Each of the projects will be designed and constructed to meet the requirements of the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED), New Construction version 3.0 (i.e., LEED NC v3.0).

The projects will be registered with the Green Building Certification Institute (GBCI) by each architectural firm in order to use the LEED-online templates and documentation system. The County intends that the site and building design meet high performance design and construction standards and practices that maximally achieve the County's three most important capital improvement goals:

### 1. Energy Performance

Accomplished by using an energy conscious approach to issues such as the building's orientation, the thermal efficiency of the building's envelope, equipment sizing, reduction of heat island effect by designing the site and landscaping using light reflective surfaces, the use of lighting controls, and the use of high performance windows that all work together to reduce building heat loads;

### 2. Water Efficiency Measures

Accomplished by incorporating the use of water-conserving fixtures such as low-flow water closets, water efficient cooling towers, and landscape irrigation efficiency;

### 3. Improved Indoor Environment Quality

Appropriate approaches include choosing non-toxic materials that minimize any adverse environmental impact. They will provide for a mix of natural daylighting and sensors that allow artificial lighting to be dialed on and turned up as needed. They will also provide for appropriate acoustical designs throughout the library to absorb sound as necessary. Finally, design approaches shall provide for excellent indoor air quality and natural ventilation to achieve proper thermal comfort for occupants.

The Heery/Russell Program Management Team (PMT) will have LEED Administration oversight for all ten (10) library projects. Each A/E team will assign a LEED AP who is responsible for performing LEED Administration on the library project that their team is awarded. Each A/E team will coordinate with the project's Program Management Team (PMT) and Construction Manager (CM) team to make sure that their project is documented beyond LEED Silver certification ensuring that LEED Silver is achieved.

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By coordinating LEED Administration efforts among all ten (10) projects the PMT will take advantage of program standardization and economies of scale and share LEED documentation that attempts the same points. For example, the PMT might recommend that all teams use the County's existing waste hauling vendor on all ten (10) projects, and share the back-up documentation to save time and leverage the uniformity of LEED Credits as detailed under the new "LEED Volume Program".

### III. PROGRAM DESCRIPTION AND SCOPE

#### PROGRAM DESCRIPTION

Fulton County and its residents are committed to sustainability. In July 2005 Fulton County Government's eight thousand square foot East Atlanta Library became Georgia's first LEED™ Silver library, completed on time and within budget. The new capital library projects must be community focused sustainable spaces that are aesthetically pleasing, cost-efficient to maintain, and healthy places for employees to work in and the public to enjoy. The intent of this LEED Implementation Plan is to honor the County's and the public's commitment to environmental stewardship.

The PMT will oversee, check, review, and comment on design work and LEED documentation performed by the AE/CM project teams. The PMT, along with the assigned County staff, will maintain responsibility for program coordination, and implement controls to ensure projects stay on schedule and within budget, and implement approved sustainability goals. There will also be three specialty consultants engaged to develop library program standards for Information Technology/Building Security; Wayfinding/Graphic Designs; and Furniture, Fixtures and Equipment (FF&E) on select library furniture, fixtures and equipment. These specialty consultants will provide library standards that represent "sustainable products". Product manufacturers and installers will have demonstrated sustainable practices in their delivery, installation and handling of waste. This sustainable uniformity of design standards will offer opportunities for the creation of LEED prototypes that can be used to leverage uniformity of LEED Credits, and save time in the documentation of each library project. The PMT will coordinate these shared LEED documentation opportunities for all ten projects.

The PMT understands that communication and working relationships are integral to achieving LEED Certification for this program. Our work will use existing project budgets to achieve as many LEED points as possible and ensure that each of the ten (10) project listed below is as eco-friendly as possible.

#### PROGRAM SCOPE

The Phase I Library Capital Improvement Program includes eight (8) new libraries: Alpharetta, Palmetto/Chattahoochee Hill Country, East Roswell, Milton, Northwest Atlanta, Southeast Atlanta, Stewart-Lakewood, and Wolf Creek and renovations/expansions at the Auburn Avenue Research Library, and the South Fulton Library.

##### **Alpharetta**

A new 25,000 s. f. branch library.

##### **East Roswell**

A new 15,000 s. f. branch library.

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**Northwest**

A new 25,000 s. f. branch library.

**Stewart-Lakewood**

A new 25,000 s. f. branch library.

**Wolf Creek**

A new 25,000 s.f. branch library.

**Auburn Avenue Research Library**

Major renovation and expansion of 50,000 s.f. branch library.

**Milton**

A new 25,000 s.f. branch library.

**Palmetto**

A new 10,000 s.f. branch library.

**Southeast**

A new 15,000 s.f. branch library.

**South Fulton Addition**

Renovation and expansion that adds 10,000 s.f. to the existing 15,000 s.f. structure for a total renovation and expansion of 25,000 s.f. for this branch library.

#### **IV. LEED REQUIREMENTS AND GOALS**

These ten (10) library projects will be designed and constructed to meet the requirements of the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design, New Construction version 3.0 (LEED-NC v3.0) LEED Silver rating level as required in the Architect's Request for Proposal (RFP).

Each library project shall be registered with the Green Building Certification Institute (GBCI) by the A/E team's LEED AP and that LEED AP will use the LEED Letter Templates and LEED-online documentation process. GBCI will provide validation of LEED credit achievements using the documentation prepared by the A/E's LEED AP. The project's LEED Administrator recommends that the architect purchase, at their expense, a separate design review by GBCI to receive early verification that the team is on track with their LEED "design phase" documentation, and then have the final review when the project has been completed. The A&E team shall purchase a joint design/construction review for the project that is submitted when the project has been completed.

#### **V. STEP-BY-STEP IMPLEMENTATION PLAN**

**A. LEED Accredited Professional**

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Provide a copy of the A/E's LEED Accredited Professional's certificate.

#### **B. LEED Checklist Tracking Document**

The PMT will schedule a "charette" with each library design team to develop a final LEED Checklist, tracking documentation based on general information about the project including: the project's site, any special circumstances, the team's decisions about individual credits, and required Action Items. This final LEED Checklist includes, but is not limited to the following items for each prerequisite and credit:

- Design or construction submittal designation
- Credit requirement and available options (if applicable)
- Status of credit pursuit (yes, probable, maybe, not probable, no)
- Designation of the project team member(s) primarily responsible for implementing the each credit
- Project-specific remarks/tasks providing background information; comments on decisions made by the team; any special credit documentation requirements due to use of Credit Interpretation Requests (CIRs), the LEED-NC Application Guide for Multiple Buildings and On-Campus Building Projects, or other reference documents; and all outstanding Action Items

In addition, LEED documents will include specific information regarding Innovation in Design credits attempted for each project including the intent of the credit, requirements for compliance, and documentation required to demonstrate proper compliance. LEED documents will be continuously updated by the A/E throughout the project's design and construction process. This provides a method of communication for all team members to stay informed of their LEED responsibilities for each library project. These documents are included in Appendix A.

#### **C. Coordination of Project Meetings**

Each project's LEED-AP will provide ongoing document review and LEED support to all disciplines during design and construction. The Architect's LEED AP will coordinate with the PMT's LEED Administrator concerning their project's monthly progress toward LEED Silver. Any outstanding items or changes to the LEED approach will be discussed monthly to ensure that all team members are fully aware of the LEED status for each project and that the team is on track for LEED Silver certification.

#### **D. Project's Document Review**

The Architect's LEED-AP will conduct full reviews of the project documents to ensure compliance with pursued LEED credits at the milestone submittals and will keep the PMT's LEED Administrator updated. Comments stemming from these reviews will be distributed to the team via a formal monthly report addressing all disciplines LEED responsibilities. The Architect's LEED-AP will ensure that documentation for all LEED credits will be completed and submitted to LEED Online.

#### **E. Construction Credits Tracking and Documentation**

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The CM will provide the Architect's LEED AP with construction LEED Templates or other tracking documents that will be used to track and document LEED credits to be earned during construction. The Architect's LEED AP will assist the CM in preparing LEED documentation and will review construction documentation prepared by the CM for their assigned credits such as construction activity pollution prevention, construction waste management, construction Indoor Air Quality Management, etc.

#### **F. Project Specifications**

Each project's specifications will include appropriate information required to meet the targeted LEED credits and will be reviewed by the project's Architect's-LEEDAP and the PMT's LEED Administrator to seek opportunities to use uniformity of design standards for the creation of possible LEED prototypes that can be used by each of the ten library projects to save time and leverage uniformity of LEED Credits. The library program's three specialty consultants engaged to develop library program standards for Information Technology/Building Security; Wayfinding/Graphic Designs; and Furniture, Fixtures and Equipment (FF&E) standards for select library furniture, fixtures and equipment will provide library standards that represent "sustainable products" and whose manufacturers and installers have demonstrated sustainable practices in their delivery, installation and handling of waste. The PMT will coordinate these shared LEED documentation opportunities for all ten projects.

#### **G. Project Phase Deliverables**

There are five project phases for each library. The phases are: Schematic Design Phase, Design Development Phase, Construction Document Phase, Construction Phase and Post Construction Phase.

##### **I. SCHEMATIC DESIGN PHASE – (A/E Team's 30% LEED DELIVERABLES):**

- Site Orientation (Test Fit Plans) If possible orient building to accept photovoltaics , plan for building shading (with calculated overhangs or other shading devices), take advantage of prevailing summer breezes for placement of possible porches, balconies or patios, provide winter wind protection and determine if the use of earth berms or vegetation would be useful to mitigate temperature extremes. If applicable map shadow patterns from existing buildings. Show existing vegetation that would remain and plan for wide sidewalks to encourage "live-walk" community usage.
- Review and report on the project's Phase I & Phase II Environmental documents for a Brownfield Credit Opportunity.
- Plan for durable, salvaged recycled and recyclable materials where appropriate.
- Plan for renewable materials that are harvested from a sustainably managed forest.
- Plan to use local, indigenous and easy to maintain materials and methods to avoid high transportation cost and, high energy operating costs, and that create local jobs which support the local economy.
- SD Phase Plans/Drawings should address the project's LEED Checklist Credits that are appropriate for this phase.

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- Water and Energy conservation are important sustainable goals of Fulton County
- Monthly LEED Progress Report
- SD Sustainable Cost Estimate provided with 30% submittal package

II. DESIGN DEVELOPMENT PHASE (A/E Team's 60% LEED DELIVERABLES):

- DD Layout /Drawings and color boards
- DD Table of Sustainable Products/Materials
- DD Phase Plans/Drawings should address continued development of the project's LEED Checklist Credits that are appropriate for this phase.
- Monthly LEED Progress Report
- DD Sustainable Cost Estimate provided with 60% submittal package

III. CONSTRUCTION DOCUMENT PHASE (A/E Team's 90% LEED DELIVERABLES)

- Final Drawings, Details, Products and Finishes
- Detailed Cost Estimate
- Product Alternates
- CD Phase Plans/Drawings should address continued development of the project's LEED Checklist Credits that are appropriate for this phase.
- Monthly LEED Progress Report
- Bid and Supporting Documentation
- CD Sustainable Cost Estimate provided with 90% submittal package

IV. CONSTRUCTION PHASE (A/E Team's 95% LEED DELIVERABLES)

- Final Products, Delivery, and Installation Documentation by A/E
- Specified Product Submittals and Warranties by CM
- Supporting LEED Documentation by A/E
- Monthly LEED Progress Report by A/E

V. POST CONSTRUCTION PHASE (A/E Team's 100% LEED DELIVERABLES)

- Final LEED Progress Report by A/E
- Final LEED On-Line Submission and Certification Process by A/E
- Green Housekeeping Policy & Green Pest Control Policy by A/E
- Final Sustainable Costs Report by A/E

## H. Project's Energy Model Requirements

An energy analysis will be performed by the Architect's engineering team to ensure that the project meets the energy simulation requirements for LEED Energy and Atmosphere Prerequisite and Credit 1 under LEED-NC v3.0 listed below:

Prerequisite 1: Fundamental Commissioning of Building Energy Systems

Prerequisite 2: Minimum Energy Performance

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Prerequisite 3: Fundamental Refrigerant Management

Credit 1: Optimize Energy Performance (EAc1)

Annual building energy usage for the proposed building design and code-compliance is to be forecast by the Architect's engineer based on DOE-2's three-dimensional computer software model to calculate the building's energy use.

The energy modeling process shall begin as early as possible in the design process to use the predicted energy savings to inform design decisions concerning building envelope, HVAC system design, and electrical (primary lighting) system design. Multiple iterations of the building energy model will be completed as the design progresses, with the final model serving as the basis for the EA Prerequisite 2 and Credit 1 LEED documentation. LEED-NC v3.0 evaluates savings in energy cost based on an ASHRAE 90.1-2007 code compliance. The following savings calculation will be used to determine the number of points achieved under EAc1:

Percent savings = (Baseline annual energy cost - Proposed annual energy cost) / (Baseline annual energy cost).

**I. Commissioning the Project to Comply with LEED NC v 3.0**

The County may choose to hire an independent Commissioning Agent that is not part of the design or construction team to perform the project's building systems commissioning in compliance with LEED EA Prerequisite 1, Fundamental Commissioning of Building Energy Systems. The Owner's Project Requirements (OPR) and Basis of Design (BOD) documents will be created by the Architect's team and will be reviewed for clarity and completeness by the Commissioning Agent. The Commissioning Agent will review the design documents and submittals to verify compliance with the OPR and BOD documents.

Green Buildings may include special systems and equipment that are not familiar to the owner, maintenance staff, or some members of the design and construction team. Consulting an independent, qualified commissioning agent during the programming phase can save time and money, and perhaps most importantly, ensure that the building functions properly and is easy to maintain and operate as designed. ASHRAE defines commissioning as, "the process of ensuring that systems are designed, installed, functionally tested, and capable of being operated and maintained to conform to the design intent." The process begins with planning and includes design, construction, start-up, acceptance, and training, and can be applied throughout the life of the building.

LEED protocol includes two levels of commissioning. The basic commissioning activities that are a prerequisite to achieving any rating are:

- Engaging a commissioning authority
- Collecting and reviewing the design intent and basis of design documentation.
- Including commissioning requirements in the construction documents
- Developing and using a commissioning plan
- Verifying the installation, function performance, operational training, and maintenance documentation of each commissioned system
- Completing a commissioning report

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To receive an additional credit for commissioning, the following additional activities must be performed:

- Conduct a focused review of the design prior to the construction documents phase
- Conduct a focused review of the construction documents when close to completion
- Conduct a selective review of contractor equipment submittal documents for equipment to be commissioned
- Develop a recommissioning management manual
- Have a contract in place for a near warranty end or post occupancy review

The above building commissioning activities are performed during each project's design and/or construction phase. These phases include: Programming, Design, Construction Acceptance and Post occupancy (10 months following occupancy).

#### **J. Final Preparation and Review of LEED Credit Documentation**

The Architect's LEED AP will help the project team as needed in the preparation of their LEED templates and supporting documentation. The PMT's LEED Administrator will review the entire LEED documentation process through design and construction via the LEED-online process. The Architect's LEED AP will ensure that final preparation of LEED documentation is complete for review by the PMT's LEED Administrator and by required Fulton County staff.

#### **Summary**

Detailed LEED programming is essential to understanding the goals and limits of each project, and to resolve issues by involving users and decision-makers throughout the process. The program defines the constraints, amenities, and environmental needs associated with the project. The team will explore a range of sustainable ideas and Innovation in Design Credits for each project through interactive work sessions. These ideas are developed, refined, and result in a comprehensive listing of needs, market demands, space requirements, and budgets. The project begins with a kickoff meeting/charette of stakeholders, proposing a sustainable scope of work and a method of exchanging pertinent information related to project goals and visions resulting in an increased understanding for both the project team and the Owner for the following important issues:

- ✓ Refine and define each project's LEED certification feasibility and then register each project under LEED NC v3. Set LEED Silver as a goal but document enough points for LEED Gold certification to insure Silver certification.
- ✓ Manage the process via LEED Online and assist the team in using LEED Online and preparing submittals.
- ✓ The team and the Owner choose the preferred sustainable alternatives for each project. Development guidelines are addressed, zoning requirements applied, and landscape development concepts considered.
- ✓ Capture credit synergies and strategies for projects to share opportunities for LEED credits.
- ✓ Review Community Overlay District requirements and Neighborhood sustainable land use and urban design opportunities, as well as Historic Districts and cultural activities.

- 
- ✓ Transportation Corridors and Pathway Accessibility for each library. This information will be incorporated under the LEED Sustainable Site implementation strategies:
    - Public Transportation
    - Vehicular Transportation
    - Bike Transportation
    - Pedestrian safety

Successful LEED implementation begins when the team has an understanding of the issues associated with their library project's sustainability plan; they have studied existing and ongoing sustainability efforts; they understand program requirements, and have identified opportunities and constraints. The project's collective dreams and visions are now couched in reality. LEED Documentation is a living process of gathering information, then organizing it into a LEED Checklist and Scorecard framework that assists the project team in making timely and appropriate decisions over the project's life, including:

- ✓ Identifying "project stopper" issues that could delay the implementation of possible LEED points. All LEED prerequisites, achievable credits and achievable regional environmental goals will be targeted and have effective communication with the project team and stakeholders.
- ✓ Gathering, organizing, analyzing, and disseminating relevant LEED information from a diverse range of sustainability sources in a timely manner, including Credit Interpretation Requests (CIR) from USGBC/GBCI.
- ✓ The Architect's purchase of a Design Review from GBCI so the team can know they are on the right track, allowing it time to recover if tactical changes are needed.
- ✓ Balancing the project requirements with available funding to ensure feasibility of LEED points prior to initiating design.
- ✓ Incorporating client sustainability objectives, existing conditions, ideals for achieving the goals, and project requirements in a concise and comprehensive document that can be easily reviewed and approved by the client. This is accomplished via the LEED Task Matrix that identifies and outlines what is required for each LEED point. It lists opportunities for Innovation in Design Credits such as creating a Green Housekeeping Plan, a Green Procurement Plan, a Green Jobs Initiative, Life Cycle Analysis, and purchasing Renewable Energy to offset the projects carbon emissions. The LEED Task Matrix identifies the team member responsible for each point as well as the submittal phase under which the points should be completed.
- ✓ The last 15 years within the sustainable construction industry have witnessed training of the architectural/design community, manufactures, and end users to think green. By contrast the trades in the field responsible for erecting high performance buildings have not received this same level of green training that allows the design intent to be easily transferred and realized. To help solve this disparity the team will participate in the County's 1<sup>st</sup> Source Jobs Program. The County's 1<sup>st</sup> Source Jobs Program requires that 50% of all entry level positions filled by the A/E and CM teams be filled with County residents from Fulton County's Workforce Development Program. By participating in this County program we show the Owner and the community that they are the most important members of the library team!

*LEED Implementation Plan for AFPLS*

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**TRACKING PROJECT MILESTONES**

**Track Project Status**

**Tracking Project Dates**

Planning /Programming  
Land Acquisition  
Design RFP  
BOC Approval  
Design NTP  
Design  
Construction Bidding  
BOC Approval  
Construction NTP  
Construction  
Closeout  
Warranty Period  
Training  
Green Jobs Created

***(Note: Backup documents submitted in Draft 1)***

*LEED Implementation Plan for AFPLS*

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## Appendix A



LEED RATING SYSTEM NC  
PROJECT CHECKLIST

Y	P	R	PROJECT POINTS	POSSIBLE POINTS	CREDIT	DESCRIPTION	RESPONSIBLE PARTY	DOCUMENTATION REQ'D	DUE DATE	SUBMITTAL PHASE
			Sustainable Sites					1. List of drawings- erosion control/particulate/dust control and sedimentation control 2. Narrative		Construction
1					prereq 1	Construction Activity Pollution Plan		1. Statement - no prohibited criteria 2. Site Plan Drawing		Design
					credit 1	Site Selection		Option 1: Development Density A. site vicinity plan B. project site and bldg area (sf) C. site/building areas of surrounding bldgs w/in density radius D. Narrative		Design
1					credit 2	Development Density & Community Connectivity		Option 2: Community Connectivity A. Site Vicinity drawing w/ 1/2 mile radius and locations of community services. B. Project site/bldg area (sf) C. List of Community Services w/in 1/2 mile radius D. Narrative		Design
					credit 3	Brownfield Redevelopment		1 - Provide confirmation site is brownfield 2 - Narrative describing contamination and remediation		Design
					credit 4.1	Alternative Transportation: Public Transportation		1 - Site vicinity drawing showing location of rail or bus stops 2 - Listing of rail or bus stops and distance to site		Design
1					credit 4.2	Alternative Transportation: Bicycle racks and Changing rooms		1. FTE (Full Time Equivalent) Calculation 2. Bicycle storage space calculation. 3. Shower and/ changing facility calculation 4. Drawings indicating bike racks 5. Drawings indicating shower locations		Design
					credit 4.3	Alternative Transportation: Low Emitting & Fuel Efficient cars		1. Statement indicating which option applies (There are three options) 2. FTE Calculation 3. <del>Statement indicating total parking capacity for the site.</del>		Design
					credit 4.4	Alternative Transportation: Parking capacity		2. For either option: List of drawings and specs. Show (There are three options) 1 - Provide project site area, building footprint area, narrative of approach 2 - Greenfield sites: site drawing with boundaries of disturbance 2 - Developed site: sf of site that is restored and landscape plan		Design
					credit 5.1	Site Development: Protect or Restore Habitat		LEED Site plan-vegetated open space, bldg footprint		Construction
					credit 5.2	Site Development: Maximize open space		LEED Site plan-vegetated open space, bldg footprint		Design
1					credit 6.1	Stormwater Design: Quantity Control		Statement which option complies		Design

LEED RATING SYSTEM NC  
PROJECT CHECKLIST

1		0	1	credit 6.2 Stormwater Design: Quality Control		1. List all BMP used. 2. List all structural controls 3. Indicate the percent of rainfall treated Project site drawings, highlighting paving materials, landscape shading, covered parking, confirmation roof and parking has SRI of 29 and OPTION 1: SRI's for each paving material and total area of site hardscape, area of hardscape to be shaded, area of installed SRI materials, area of open grid pvt. OPTION 2: Total number of paving spaces provided on-site, total number of covered parking spaces	Design
		0	1	credit 7.1 Heat Island: Non-Roof		1. Calculation percentage of SRI compliant roof area slopes 2. List of drawings and specs showing SRI reqd. and roof slopes 3. List of roof material specs.	Design
				credit 7.2 Heat Island: Roof		1. List of Drawings and Specs location and type 2. List of Drawings and Specs automatic controls for non-business hours 3. List of Drawings and Specs location and type	Design
				credit 8 Light Pollution Reduction		1. List of Drawings and Specs location and type 2. Tabulations	Design
Y	?	N	Water Efficiency				
			credit 1.1 Water Efficient Landscaping: 50%			1. Calculations of Total Water Applied (gal) 2. Total non-potable water supply (gal) 3. Narrative	Design
			credit 1.2 Potable water no irrigation			1. Plumbing drawings 2. Calculated occupants 3. Calculated baseline water usage for sewage conveyance 4. Calculated design case water usage for sewage conveyance 5. Non-potable water supply 6. Annual qty of treated wastewater 7. Narrative	Design
			credit 2 Innovative Wastewater Technologies			1. Statement confirming occupancy breakdown 2. FTE Calculation 3. Statement percent of male restroom urinals	Design
			credit 3.1 Water Use Reduction: 20%			1. Calculated occupants 2. Calculated design case water usage (flush/flow fixtures) 3. Calculated baseline water usage (flush and flow fixtures) 4. Non-potable water supply 5. Narrative	Design
			credit 3.2 Water Use Reduction: 30%				Design
Y	?	N	Energy & Atmosphere				
			prereq 1 Fundamental Commissioning Building Energy System			Commissioning Report	Construction

LEED RATING SYSTEM NC  
PROJECT CHECKLIST

Y	?	N	Materials & Resources	Commissioning Agent	Statement listing mandatory ASHRAE 90.1	Design
			prereq 2 Minimum Energy Performance Fundamentals Management		Statement indicating which option applies	Design
			prereq 3 Optimized Energy Performance		Statement indicating which option applies along with appropriate list and simulation reports	Design
			credit 1 On-site Renewable Energy		Describe the source of the annual energy cost into and provide the energy values and costs	Design
			credit 2 Enhanced Commissioning		1. Confirm narrative and experience of CxA 2. Confirm & req'd tasks have been completed 3. Narrative	Construction
			credit 3 Enhanced Refrigerant Management		1. Calculations 2. Narrative on analysis 3. Out Sheets HVAC refrigerant data	Design
			credit 4 Measurement and Verification		1. Statement indicating which option applies 2. Measurement Verification Plan	Construction
			credit 5 Green Power		Option 1: A. Green Power provider & contract term B. Total annual electricity consumption and total annual green power purchase Option 2: A. Renewable energy certificate vendor B. Total annual electricity consumption C. Value of green tags purchased	Construction
			prereq 1 Storage & Collection of Recyclables		1. Statement confirming recycling area	Design
			credit 1.1 Existing walls, Floors, & Roofs		1. Confirm project's renovation or addition status. 2. Provide tabulation of existing and reused areas (if) of each structural/envelope element	Construction
			credit 1.2 Existing walls, Floors, & Roofs		1. Confirm project's renovation or addition status. 2. Provide tabulation of existing and reused areas (if) of each non-structural interior element 3. optional narrative	Construction
			credit 1.3 Interior Non-structural Elements		1. Complete tables 2. Narrative including Construction Waste Management Plan	Construction
			credit 2.1 Divert 50% from Disposal		1. Total project materials cost 2. Tabulation of salvaged/reused material on project 3. Narrative w/ specifics about materials on project	Construction
			credit 2.2 Divert 75% from Disposal		1. Statement indicating total material value. 2. Spreadsheet Calculation	Construction
			credit 3.1 Materials Reuse - 5%		Same as above	Construction
			credit 3.2 Materials Reuse - 10%		1. Statement indicating total material value. 2. Spreadsheet calculation	Construction
			credit 4.1 Recycled Content 10%		Same as above	Construction
			credit 4.2 Recycled Content 20%		1. Statement indicating total material value. 2. Spreadsheet calculation	Construction
			credit 5.1 Regional Materials: 10%		Same as above	Construction
			credit 5.2 Regional Materials: 20%		1. Statement indicating total material value. 2. Spreadsheet calculation	Construction
			credit 6 Rapidly Renewable Materials		Same as above	Construction
			credit 7 Certified Wood		Same as above	Construction

LEED RATING SYSTEM NC  
PROJECT CHECKLIST

Y	?	N	Indoor Environmental Quality					
			prereq 1	IAQ Performance				
			prereq 2	Environmental Tobacco Smoke Control				
			credit 1	Outdoor Air Delivery Monitoring				
			credit 2	Increase Ventilation				
1			credit 3.1	Construction IAQ Management Plan- During Construction				
1			credit 3.2	Construction IAQ Management Plan- Before Occupancy				
1			credit 4.1	Low Emitting: Adhesive and Sealants				
1			credit 4.2	Low Emitting Materials: Paints and Coatings				
1			credit 4.3	Low Emitting Materials: Carpet system				
1			credit 4.4	Low Emitting Materials: Composites Wood & Agrifiber products				
1			credit 5	Indoor Chemical & Pollutant Source Control				
1			credit 6.1	Controllability of systems: Lighting				
1			credit 6.2	Controllability of systems: Thermal Control				
1			credit 7.1	Thermal Comfort: Design				
			credit 7.2	Thermal Comfort: Verification				



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## Attachments

## A Green Product Checklist

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_

### DIVISION 01 - GENERAL

- Certification: Require USGBC LEED-[NC] [EB] [CI] [CS] [H] [ND] certification at [certified] [silver] [gold] [platinum] level.
- Green Globes: Provide [final structure in compliance] [work consistent] with Green Globes – US level [Two Globes] [Three Globes] requirements.
- EPA Rating: Comply with Energy Star [new home] [building label] qualifications.
- EPA Rating: Comply with WaterSense recommendations.
- EPA National Performance Track: Comply with EPA Performance Track criteria and Environmental Management System.
- Healthcare: Comply with Green Guide for Healthcare (GGHC) recommendations.
- Healthcare: Comply with Hospitals for a Healthy Environment H2E Award criteria.
- During Construction: Implement construction pollution and IAQ controls.
- During Construction: Implement a construction waste management system.
- Final Cleaning: Implement green housekeeping practices for final cleaning procedures.
- System Performance After Construction: Implement commissioning.
- Substitutions: Require impact on green design goals for proposed substitutions.

### DIVISION 02 - EXISTING CONDITIONS

- Disassemble components and existing structures for reuse.
- Verify hazardous materials are deposited in licensed landfills.

### DIVISION 03 - CONCRETE

- Permanent insulating concrete formwork.
- Reusable concrete formwork.
- Rebar supports fabricated from recycled steel.
- Rebar supports fabricated from recycled plastic.
- Cellular concrete.
- Recycled aggregate in concrete mix.
- Coal fly ash or ground granulated furnace slag in concrete mix.
- Low-VOC concrete hardening compounds.

### DIVISION 04 - MASONRY

- Glass block fabricated from recycled plastics.
- Glass bricks fabricated from recycled glass.
- Simulated stone fabricated from recycled materials.
- Concrete masonry units with integral insulation.
- Concrete masonry units fabricated from recycled materials.
- Autoclaved aerated concrete masonry units.
- Brick fabricated from cleaned, petroleum-contaminated soils.
- Salvaged brick reuse.
- Rubber blocks fabricated from recycled rubber.
- Masonry cavity drainage material fabricated from recycled materials.
- Use locally sourced stone.

### DIVISION 05 - METALS

- Structural steel with recycled content.
- Cold-formed metal framing with recycled content.
- Metal fabrications fabricated with recycled content.

### DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

- Certified wood, Forest Stewardship Council (FSC).
- Arsenic- and chromium-free pressure-treated wood.
- Engineered framing fabricated from small wood pieces.
- Sheathing fabricated from recycled waste paper.
- Sheathing fabricated from recycled waste paper, fire-retardant.
- Structural insulated panels.
- Floor decking fabricated from recycled wastepaper.
- Underlayment fabricated from recycled wastepaper.
- Underlayment fabricated from recycled materials.
- Salvaged and reclaimed wood (for timbers and flooring).
- Medium density fiberboard fabricated with recycled and recovered wood fibers.
- Particle board fabricated with recycled and recovered wood fibers.
- Medium density fiberboard fabricated with no added urea formaldehyde.
- Particleboard fabricated with no added urea formaldehyde.
- Rapidly renewable agrifiber board fabricated with no added urea formaldehyde.

**DIVISION 11 - EQUIPMENT**

- Dock bumpers fabricated from recycled vehicle tires.
- Appliances with Energy Star labels.

**DIVISION 12 - FURNISHINGS**

- Manufactured casework held to same environmental standards as Division 6.
- Systems furniture held to same environmental standards as Division 6.
- Anti-fatigue mats fabricated from recycled materials.
- Entry mats fabricated from recycled vehicle tires.
- Entry mats fabricated from cocoa fibers.
- Permanent entryway systems with drain pans.
- Window treatment systems with photosensors, automated operation.
- Window treatment systems with PVC-free materials.

**DIVISION 13 - SPECIAL CONSTRUCTION**

- Solar water heaters.
- Photovoltaic systems, rooftop mounted modular units.
- Photovoltaic systems, integrated into building envelope.

**DIVISION 14 - CONVEYING SYSTEMS**

- Energy-efficient elevators.
- Interior cab finishes to same environmental finish standards.

**DIVISION 22 - PLUMBING**

- Waterless urinals.
- Composting toilets.
- Ultra low flow toilets.
- Gray water recycling system.
- Heat-sensing flow consumption fittings.
- Underfloor air distribution system / displacement ventilation system.
- Commissioning.

**DIVISION 23 - HVAC**

- Energy modeling.
- Commissioning.

**DIVISION 26 - ELECTRICAL**

- Energy efficient lighting fixtures and bulbs.
- Occupancy sensors.
- Perimeter daylighting controls.
- Commissioning.

**DIVISION 31 - EARTHWORK**

- Recycled subbase materials.
- Containment structures fabricated from recycled materials.
- Retaining walls fabricated from recycled plastic.

- Geomembrane liner fabricated with recycled geotextiles.
- Geotextiles fabricated from recycled materials.
- Soil stabilization mat fabricated from recycled plastic.

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

- Rubber paving manufactured from recycled tires.
- Porous paving manufactured from recycled plastic.
- Rubber paving fabricated from post-consumer recycled rubber.
- Brick paving fabricated from cleaned oil-contaminated soils.
- Glass pavers fabricated from recycled glass.
- Plastic pavers fabricated from recycled glass.
- Rubber unit pavers fabricated from post-consumer vehicle tires.
- Stepping stones fabricated from recycled rubber.
- Hi albedo (solar reflectance) materials for exterior surfacing.
- Irrigation hosing fabricated from recycled vehicle tires.
- High efficiency irrigation system design using [gray water] [harvested rainwater].
- PVC-free pipe material options: HDPE and PEX.
- Play equipment fabricated from recycled components.
- Granulated rubber play surfacing fabricated from recycled tires.
- Fencing fabricated from PVC-free HDPE recycled plastic or composite lumber.
- Bicycle racks.
- Site furnishings fabricated with recycled content.
- Erosion control mats fabricated from recycled fibers.
- Organic fertilizers.
- Landscape edging fabricated from recycled plastic.
- Landscape timbers fabricated from recycled plastic.
- Mulch fabricated from recycled hardwood blend.
- Mulch fabricated from recycled newspapers.
- Root barriers fabricated from recycled polypropylene.
- Soil amendments composed of recycled or composted materials.
- Native or adapted climate appropriate planting materials.
- Xeriscaping, landscaping to minimize the use of water and chemicals.

- Rapidly renewable bamboo wall paneling.
- Wood trim fabricated from veneered finger-jointed wood.
- Low emitting wood adhesives, interior use.
- Countertop materials fabricated from recycled materials.

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- Fiberglass insulation fabricated from recycled glass.
- Fiberglass insulation manufactured with no added urea formaldehyde.
- Mineral wool insulation manufactured with recycled material.
- Cellulose insulation with recycled material and borate-based primer.
- Cotton batt insulation manufactured with recycled material.
- Biobased spray insulation manufactured with plant based soy content.
- Spray foam air barrier insulation and sealant.
- Foamed-in-place insulation.
- Extruded polystyrene insulation, non-ozone depleting.
- Polyisocyanurate insulation, non-ozone depleting.
- Exterior water-repellent sealers with low VOCs.
- Air and vapor barrier membrane at exterior building envelope.
- PVC-free waterproofing and roofing membranes.
- Fiber-cement roofing shingles.
- Metal wall and roof panels manufactured with recycled content.
- Green roof systems.
- Solar reflective materials for roof surfaces, Energy Star qualified.
- Roof walkway pads fabricated from recycled materials.
- Expanding foam sealants.
- Joint fillers fabricated from recycled materials.
- Low emitting joint sealers, interior use.

**DIVISION 08 - OPENINGS**

- Steel doors and frames with recycled content.
- Wood doors with certified wood, Forest Stewardship Council.
- Wood doors fabricated from hardboard.
- Wood doors fabricated with agrifiber board cores.
- Wood doors fabricated with no added urea formaldehyde.
- Plastic doors fabricated from recycled plastic.
- Aluminum framing systems fabricated with recycled content aluminum.
- Skylights for daylighting.

- High-performance wood windows, Energy Star qualified.
- High-performance vinyl replacement windows, Energy Star qualified.
- High-performance fiberglass windows, Energy Star qualified.
- High-performance insulating glass, with low-e coating.

**DIVISION 09 - FINISHES**

- Low emitting adhesives, interior use.
- Gypsum board fabricated with synthetic gypsum.
- Gypsum board fabricated at local plant.
- Ceramic tile with recycled content.
- Terrazzo flooring with recycled content.
- Acoustical ceiling panels with recycled content.
- Wood flooring with certified wood, Forest Stewardship Council (FSC).
- Wood flooring finishes, low emitting.
- Engineered wood flooring with recycled content and no added urea formaldehyde.
- Salvaged and reclaimed wood flooring.
- Rapidly renewable flooring, [cork] [bamboo].
- Linoleum flooring, [tile] [sheet].
- Recycled rubber flooring.
- PVC-free flooring, wall base and accessories.
- Carpet system with CRI Green Label [Plus] certification.
- Carpet fabricated with recycled materials.
- Carpet fabricated with natural materials (wool).
- Carpet tile fabricated with recycled materials.
- Carpet cushion fabricated from recycled materials.
- Cork wall covering.
- Recycled fiberboard wall panels.
- Sisal wall coverings.
- Acoustical wall panels with recycled content.
- Sound control board fabricated from recycled newsprint.
- Interior paints with zero-VOC content.
- Interior water-based multi-color paints with zero-VOC content.
- Latex vapor barrier coating with low VOCs.
- Exterior paints with zero-VOC content.

**DIVISION 10 - SPECIALTIES**

- Bulletin boards fabricated from cork.
- Toilet compartments fabricated from recycled HDPE plastic.
- Wall protection systems with PVC-free materials.
- Lockers fabricated from recycled HDPE plastic.
- Electric hand dryers in toilet rooms.
- Shower curtains fabricated of cotton.

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## LEED REQUIREMENTS

### PART 1 - GENERAL

#### SUMMARY

- A. Included are general requirements and procedures for compliance with USGBC LEED prerequisites and certain LEED credits needed from the General Contractor (GC) for the Project to obtain LEED -Certified Silver certification based on LEED-NC, Version 2.2.
- B. Additional LEED prerequisites and LEED credits needed to obtain the certification depend on Architect's design and other aspects of Project that are not part of the Work required of the GC.

#### 1.2 DEFINITIONS

- A. **Chain-of-Custody Certificates:** Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-FSC-accredited certification body.
- B. **LEED:** Leadership in Energy & Environmental Design.
- C. **Rapidly Renewable Materials:** Materials made from plants that are typically harvested within a 10-year or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.
- D. **Regional Materials:** Materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site. If only a fraction of a product or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.
- E. **Recycled Content:** The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.
  - "Post-consumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
  - "Pre-consumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

## LEED REQUIREMENTS

### 1.3 SUBMITTALS FOR LEED

GC's LEED submittals shall verify compliance with indicated LEED requirements from the project's Scorecard including Construction Activity Pollution Prevention, Storage & Collection of Recyclables as Prerequisites and Environmental Tobacco Smoke Control.

- A. **Project Materials Cost Data:** Provide statement indicating total cost for materials used for Project. Costs exclude labor, overhead, and profit. Include breakout of costs for the following categories of items:
- Furniture.
  - Plumbing.
  - Mechanical.
  - Electrical.
  - Specialty items such as elevators and equipment.
  - Wood-based construction materials.
- B. **LEED Action Plans for GC:** Provide submittals for the following requirements:
- Credit MR 2.1[and Credit MR 2.2?]:** Waste management plan complying with Division 1 Section "Construction Waste Management."
  - Credit MR 3:** List of proposed salvaged and refurbished materials. Identify each material that will be salvaged or refurbished, including its source, cost, and replacement cost if the item was to be purchased new.
  - Credit MR 3.1[and Credit MR 3.2 -N/A]:** List of proposed salvaged and refurbished materials. Identify each material that will be salvaged or refurbished, including its source, cost, and replacement cost if the item was to be purchased new.
  - Credit MR 4.1[and Credit MR 4.2]:** List of proposed materials with recycled content. Indicate cost, post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.
  - Credit MR 5.1[and Credit MR 5.2]:** List of proposed regional materials. Identify each regional material, including its source, cost, and the fraction by weight that is considered regional.
  - Credit MR 5.1[and Credit MR 5.2]:** List of proposed regionally manufactured materials [and regionally extracted and manufactured materials].
    - a. Identify each regionally manufactured material, including its source and cost.
    - b. Identify each regionally extracted and manufactured material, including its source and cost.
  - Credit [MR 6-N/A] [MR 7]:** List of proposed certified wood products. Indicate each product containing certified wood, including its source and cost of certified wood products.
  - Credit [EQ 3] [EQ 3.1]:** Construction IEQ management plan with Good Housekeeping
- C. **LEED Documentation Submittals:**
- Credit MR 2.1[and Credit MR 2.2]:** Comply with Division 1 Section "Construction Waste Management."
  - Credit MR 4.1[and Credit MR 4.2]:** Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
  - Credit MR 5.1[and Credit MR 5.2]:** Product data for regional materials indicating location and distance from Project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating cost for each regional material and the fraction by weight that is considered regional.

### LEED REQUIREMENTS

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**Credit MR 5.1[and Credit MR 5.2]:** Product data indicating location of material manufacturer for regionally manufactured materials. Include statement indicating cost for each regionally manufactured material [and for each regionally extracted and manufactured material].

- a. Include statement indicating distance from manufacturer to Project for each regionally manufactured material.
- b. Include statement indicating location of and distance from Project to point of extraction, harvest, or recovery for each raw material used in regionally extracted and manufactured materials.

**Credit [MR 6-NA] [MR 7]:** Product data and chain-of-custody certificates for products containing certified wood. Include statement indicating cost for each certified wood product.

**Credit [EQ 3] [EQ 3.1]:**

- c. Construction indoor-air-quality management plan.
- d. Product data for temporary filtration media if required.
- e. Product data for filtration media used during occupancy if required.
- f. Construction Documentation: Photographs at three different times during the construction period, along with a brief description of the SMACNA approach employed, documenting implementation of the indoor-air-quality management measures, such as protection of ducts, on-site stored/installed absorptive materials.

**Credit EQ 3.2- N/A:**

- g. Statement describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
- h. Product data for filtration media used during flush-out and during occupancy.
- i. Report from testing and inspecting agency indicating results of indoor-air-quality testing and documentation showing compliance with indoor-air-quality testing procedures and requirements.

**Credit EQ 4.1:** Product data for adhesives and sealants used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D.

**Credit EQ 4.2:** Product data for paints and coatings used inside the weatherproofing system indicating [chemical composition and] VOC content of each product used. Indicate VOC content in g/L calculated according to 40 CFR 59, Subpart D.

**Credit EQ 4.4:** Product data for products containing composite wood or agrifiber products or wood glues indicating that they do not contain urea-formaldehyde resin.

#### 1.4 QUALITY ASSURANCE

- A. **LEED Coordinator:** Engage an experienced LEED-Accredited Professional to coordinate LEED requirements. LEED coordinator may also serve as waste management coordinator.

#### PART 2 - PRODUCTS

##### 2.1 SALVAGED AND REFURBISHED MATERIALS

- A. **Credit MR 3 – N/A:** Provide salvaged or refurbished materials for a minimum of 1 percent of building materials (by cost). The following materials may be salvaged or refurbished materials:  
<GC's list of materials – N/A>.

#### LEED REQUIREMENTS

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## 2.2 RECYCLED CONTENT OF MATERIALS

- A. **Credit MR 4.1[and Credit MR 4.2]:** Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of [10] [20] percent of cost of materials used for Project.
- Cost of post-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
- Cost of pre-consumer recycled content of an item shall be determined by dividing weight of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
- Do not include [furniture,] [plumbing,] mechanical and electrical components, and specialty items such as elevators and equipment in the calculation.

## 2.3 REGIONAL MATERIALS

- A. **Credit MR 5.1[and Credit MR 5.2]:** Provide a minimum of [10] [20] percent of building materials (by cost) that are regional materials.
- B. **Credit MR 5.1:** Provide a minimum of 20 percent of materials (by cost) that are regionally manufactured materials.
- C. **Credit MR 5.2:** Provide a minimum of 10 percent of materials (by cost) that are regionally extracted and manufactured materials.

## 2.4 CERTIFIED WOOD

- A. **Credit [MR 6 – N/A] [MR 7]:** Provide a minimum of 50 percent (by cost) of wood-based materials that are produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
- Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:
- a. Rough carpentry.
  - b. Miscellaneous carpentry.
  - c. Heavy timber construction.
  - d. Wood decking.
  - e. Metal-plate-connected wood trusses.
  - f. Structural glued-laminated timber.
  - g. Finish carpentry.
  - h. Architectural woodwork.
  - i. Wood paneling.
  - j. Wood veneer wall covering.
  - k. Wood flooring.
  - l. Wood lockers.
  - m. Wood cabinets.
  - n. Furniture.

## 2.5 LOW-EMITTING MATERIALS

- A. **Credit EQ 4.1:** For applicable field applications that are inside the weatherproofing system, use adhesives and sealants that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D:
- Wood Glues: 30 g/L.

## LEED REQUIREMENTS

Metal to Metal Adhesives: 30 g/L.  
 Adhesives for Porous Materials (Except Wood): 50 g/L.  
 Subfloor Adhesives: 50 g/L.  
 Plastic Foam Adhesives: 50 g/L.  
 Carpet Adhesives: 50 g/L.  
 Carpet Pad Adhesives: 50 g/L.  
 VCT and Asphalt Tile Adhesives: 50 g/L.  
 Cove Base Adhesives: 50 g/L.  
 Gypsum Board and Panel Adhesives: 50 g/L.  
 Rubber Floor Adhesives: 60 g/L.  
 Ceramic Tile Adhesives: 65 g/L.  
 Multipurpose Construction Adhesives: 70 g/L.  
 Fiberglass Adhesives: 80 g/L.  
 Contact Adhesive: 80 g/L.  
 Structural Glazing Adhesives: 100 g/L.  
 Wood Flooring Adhesive: 100 g/L.  
 Structural Wood Member Adhesive: 140 g/L.  
 Special Purpose Contact Adhesive (contact adhesive that is used to bond melamine covered board, metal, unsupported vinyl, Teflon, ultra-high molecular weight polyethylene, rubber or wood veneer 1/16 inch or less in thickness to any surface): 250 g/L.  
 Top and Trim Adhesive: 250 g/L.  
 Plastic Cement Welding Compounds: 250 g/L.  
 ABS Welding Compounds: 325 g/L.  
 CPVC Welding Compounds: 490 g/L.  
 PVC Welding Compounds: 510 g/L.  
 Adhesive Primer for Plastic: 550 g/L.  
 Plastic Cement Welding Compounds: 350 g/L.  
 ABS Welding Compounds: 400 g/L.  
 CPVC Welding Compounds: 490 g/L.  
 PVC Welding Compounds: 510 g/L.  
 Adhesive Primer for Plastic: 650 g/L.  
 Sheet Applied Rubber Lining Adhesive: 850 g/L.  
 Aerosol Adhesive, General Purpose Mist Spray: 65 percent by weight.  
 Aerosol Adhesive, General Purpose Web Spray: 55 percent by weight.  
 Special Purpose Aerosol Adhesive (All Types): 70 percent by weight.  
 Other Adhesives: 250 g/L.  
 Architectural Sealants: 250 g/L.  
 Nonmembrane Roof Sealants: 300 g/L.  
 Single-Ply Roof Membrane Sealants: 450 g/L.  
 Other Sealants: 420 g/L.  
 Sealant Primers for Nonporous Substrates: 250 g/L.  
 Sealant Primers for Porous Substrates: 775 g/L.  
 Modified Bituminous Sealant Primers: 500 g/L.  
 Other Sealant Primers: 750 g/L.

- B. **Credit EQ 4.2:** For applicable field applications that are inside the weatherproofing system, use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D[ **and the following chemical restrictions as required**]:
- Flat Paints, Coatings, and Primers: VOC not more than 50 g/L.
  - Nonflat Paints, Coatings, and Primers: VOC not more than 150 g/L.
  - Anticorrosive and Antirust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
  - Clear Wood Finishes, Varnishes: VOC not more than 350 g/L.
  - Clear Wood Finishes, Lacquers: VOC not more than 550 g/L.
  - Floor Coatings: VOC not more than 100 g/L.
  - Shellacs Clear: VOC not more than 730 g/L.
  - Shellacs, Pigmented: VOC not more than 550 g/L.
  - Stains: VOC not more than 250 g/L.

#### LEED REQUIREMENTS

Flat Interior Topcoat Paints: VOC not more than 50 g/L.  
 Nonflat Interior Topcoat Paints: VOC not more than 150 g/L.  
 Anticorrosive and Antirust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.  
 Clear Wood Finishes, Varnishes and Sanding Sealers: VOC not more than 350 g/L.  
 Clear Wood Finishes, Lacquers: VOC not more than 550 g/L.  
 Floor Coatings: VOC not more than 100 g/L.  
 Shellacs Clear: VOC not more than 730 g/L.  
 Shellacs, Pigmented: VOC not more than 550 g/L.  
 Stains: VOC not more than 250 g/L.  
 Primers, Sealers, and Undercoaters: VOC not more than 200 g/L.  
 Dry-Fog Coatings: VOC not more than 400 g/L.  
 Zinc-Rich Industrial Maintenance Primers: VOC not more than 340 g/L.  
 Pretreatment Wash Primers: VOC not more than 420 g/L.  
 Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).  
 Restricted Components: Paints and coatings shall not contain any of the following:

- a. Acrolein.
- b. Acrylonitrile.
- c. Antimony.
- d. Benzene.
- e. Butyl benzyl phthalate.
- f. Cadmium.
- g. Di (2-ethylhexyl) phthalate.
- h. Di-n-butyl phthalate.
- i. Di-n-octyl phthalate.
- j. 1,2-dichlorobenzene.
- k. Diethyl phthalate.
- l. Dimethyl phthalate.
- m. Ethylbenzene.
- n. Formaldehyde.
- o. Hexavalent chromium.
- p. Isophorone.
- q. Lead.
- r. Mercury.
- s. Methyl ethyl ketone.
- t. Methyl isobutyl ketone.
- u. Methylene chloride.
- v. Naphthalene.
- w. Toluene (methylbenzene).
- x. 1,1,1-trichloroethane.
- y. Vinyl chloride.

C. **Credit EQ 4.4:** Do not use composite wood or agrifiber products or adhesives that contain urea-formaldehyde resin.

D. **CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT**

E. **Credit [EQ 3] [EQ 3.1]:** Comply with SMACNA's "SMACNA IAQ Guideline for Occupied Buildings under Construction."

F. **Credit EQ 3.2 – N/A:** [ Comply with one of the following requirements:]  
 After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total volume of 14000 cu. ft. (4 300 000 L) of outdoor air per sq. ft. (sq. m) of floor area while maintaining an internal temperature of at least 60 deg F (16 deg C) and a relative humidity no higher than 60 percent.

#### LEED REQUIREMENTS

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If occupancy is desired prior to flush-out completion, the space may be occupied following delivery of a minimum of **3500 cu. ft. (1 070 000 L)** of outdoor air per **sq. ft. (sq. m)** of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of **0.30 cfm per sq. ft. (1.52 L/s per sq. m)** of outside air or the design minimum outside air rate determined in EQ Prerequisite 1, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of **14000 cu. ft./sq. ft. (4 300 000 L/sq. m)** of outside air has been delivered to the space.

Air-Quality Testing

- a. Conduct baseline indoor-air-quality testing, after construction ends and prior to occupancy, using testing protocols consistent with the EPA's "Compendium of Methods for the Determination of Air Pollutants in Indoor Air," and as additionally detailed in the USGBC's "[LEED-NC] [LEED-CI]: Reference Guide."
- b. Demonstrate that the contaminant maximum concentrations listed below are not exceeded:
  - 1) Formaldehyde: 50 ppb.
  - 2) Particulates (PM10): 50 micrograms/cu. m.
  - 3) Total Volatile Organic Compounds (TVOC): 500 micrograms/cu. m.
  - 4) 4-Phenylcyclohexene (4-PH): 6.5 micrograms/cu. m.
  - 5) Carbon Monoxide: 9 ppm and no greater than 2 ppm above outdoor levels.

END of Section

LEED REQUIREMENTS



## PRESS RELEASE

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### **Buildings Seeking LEED to Provide Performance Data**

Energy and water usage reporting becomes a precondition of certification

June 25, 2009 (Washington, DC) - As part of LEED v3, the latest version of the U.S. Green Building Council's program for green building design, construction, operations and maintenance, buildings seeking LEED certification will begin submitting operational performance data on a recurring basis as a precondition to certification.

"Today there is all too often a disconnect, or performance gap, between the energy modeling done during the design phase and what actually happens during daily operation after the building is constructed," said Scot Horst, Senior Vice President of LEED, U.S. Green Building Council. "We're convinced that ongoing monitoring and reporting of data is the single best way to drive higher building performance because it will bring to light external issues such as occupant behavior or unanticipated building usage patterns, all key factors that influence performance."

USGBC will be able to use the performance information collected to inform future versions of LEED.

"Building performance will guide LEED's evolution. This data will show us what strategies work – and which don't – so we can evolve the credits and prerequisites informed by lessons learned," said Brendan Owens, USGBC's vice president of LEED technical development.

"It will also help us to educate building owners on how users of the building can impact its energy use and water consumption, to be sure the building is operating as it was designed to," added Horst. "Similar to the sticker on a new car that says the car will get 30 miles to the gallon – the car is calibrated to perform but it's also reliant on the driver's habits."

Projects can comply with the performance requirement in one of three ways:

1. The building is recertified on a two-year cycle using LEED for Existing Buildings: Operations & Maintenance.
2. The building provides energy and water usage data on an on-going basis annually.
3. The building owner signs a release that authorizes USGBC to access the building's energy and water usage data directly from the building's utility provider.

The requirement creates a data stream on LEED-certified building performance that can be used by owners and operators to optimize their building performance and promote the establishment of energy efficiency goals over the life of the building.

USGBC is proactively investigating cost effective ways for every LEED building to become metered as a way to capture this data," said Owens. "However, we know that there are building types that may have a central plant, a military base or a university campus, for instance, where it would be cost prohibitive to install meters on every single building," said Owens. In this circumstance, the MPR would be waived.

## **U.S. GREEN BUILDING COUNCIL**

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"LEED was created to transform the way we build and operate buildings with a goal of reducing the impacts of the built environment. The LEED design and construction certifications recognize one piece of a building's lifecycle but it's the day-to-day running of the building that has dramatic impact on its performance. We know that buildings can be a huge part of the solution for reducing greenhouse gas emissions and fossil fuel dependence and USGBC sees this as one more step forward in accomplishing its goals for addressing climate change," added Horst.

#### **U.S. Green Building Council**

The Washington, D.C.-based U.S. Green Building Council is committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings.

With a community comprising 78 local affiliates, more than 20,000 member companies and organizations, and more than 100,000 LEED Accredited Professionals, USGBC is the driving force of an industry that is projected to soar to \$60 billion by 2010. The USGBC leads an unlikely diverse constituency of builders and environmentalists, corporations and nonprofit organizations, elected officials and concerned citizens, and teachers and students.

Buildings in the United States are responsible for 39% of CO2 emissions, 40% of energy consumption, 13% water consumption and 15% of GDP per year, making green building a source of significant economic and environmental opportunity. Greater building efficiency can meet 85% of future U.S. demand for energy, and a national commitment to green building has the potential to generate 2.5 million American jobs.

#### **LEED**

The U.S. Green Building Council's LEED green building certification system is the foremost program for the design, construction and operation of green buildings and communities. More than 35,000 projects, are currently using LEED, comprising over 5.6 billion square feet of space in all 50 states and 91 countries.

By using less energy, LEED-certified buildings save money for families, businesses and taxpayers; reduce greenhouse gas emissions; and contribute to a healthier environment for residents, workers and the larger community.

USGBC was co-founded by current President and CEO Rick Fedrizzi, who spent 25 years as a Fortune 500 executive. Under his 15-year leadership, the organization has become the preeminent green building, membership, policy, standards, education and research organization in the nation.

For more information, visit [www.usgbc.org](http://www.usgbc.org).

## **U.S. GREEN BUILDING COUNCIL**

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CERTIFICATION FEES

	Less than 50,000 Square Feet*		50,000- 500,000 Square Feet*		More Than 500,000 Square Feet*		Appeals (if applicable) Per credit
	Fixed Rate	Based on Square Footage**	Fixed Rate	Based on Square Footage**	Fixed Rate	Based on Square Footage**	
<b>LEED 2009: New Construction, Commercial Interiors, Schools, Core &amp; Shell full certification</b>							
<b>Design Review</b>							
USGBC Members	\$2,000	\$0.04/sf	\$20,000				\$500
Non-Members	\$2,250	\$0.045/sf	\$22,500				\$500
Expedited Fee**		\$5,000 regardless of square footage					\$500
<b>Construction Review</b>							
USGBC Members	\$500	\$0.010/sf	\$5,000				\$500
Non-Members	\$750	\$0.015/sf	\$7,500				\$500
Expedited Fee**		\$5,000 regardless of square footage					\$500
<b>Combined Design &amp; Construction Review</b>							
USGBC Members	\$2,250	\$0.045/sf	\$22,500				\$500
Non-Members	\$2,750	\$0.055/sf	\$27,500				\$500
Expedited Fee**		\$10,000 regardless of square footage					\$500

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## APPENDIX 3

### **Library Site Information**

The following site information is provided to serve as a guide in making design and cost assumptions needed to prepare proposals.

1. The area of each library site will range from 3 to 7 acres.
2. Onsite parking will be provided in the design at a rate of 5 car spaces per 1000 square feet of building area.
3. All utilities needed for the development are available from right of way(s) at the edge of the site.
4. Zoning and/or Landuse changes are not included in the scope of this contract.
5. Work related to demolition is also excluded from the scope of this contract.
6. Each site provides adequate area for development of the library. Proposers should anticipate modestly sloping grades with no major drainage structures or retaining walls.
7. None of the sites included in this RFP are expected to contain wetlands, perennial streams or other environmental considerations that need to be considered a part of this proposal.