

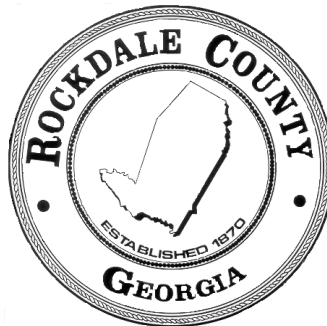
REQUEST FOR QUALIFICATIONS-BASED PROPOSALS

No. 18-33

ROCKDALE COUNTY, GEORGIA

December 19, 2018

Professional Services for Off-System Design Projects



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 Milstead Avenue
CONYERS, GA 30012
770-278-7552**

SECTION I: PROPOSAL DOCUMENTS & INSTRUCTIONS

INTRODUCTION:

Rockdale County is requesting Qualifications-based Proposals with Sealed Fee Proposals for the design of the **Professional Services for Off-System Design Projects**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the Buyer at the following address:

Rockdale County Finance Department
Procurement Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

To maintain a “level playing field”, and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:

Four (4) hard copies and one (1) original hard copy and one (1) CD or Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked “Original” and the Copies clearly marked “Copies.”*) . CD’s that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

DUE DATE:

Qualifications-based Proposals with separate Sealed Fee Proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, January 10, 2019.** Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

N/A

Any questions and/or misunderstandings that may arise from this RFQ must be submitted in writing and forwarded to the Buyer at the above address or by email. It shall be the Proposers responsibility to seek clarification as early as possible prior to the due date and time. *Any contractor/consultant who intends to submit a Proposal is required to attend this meeting.*

QUESTIONS AND CLARIFICATIONS:

You should submit your questions and/or requests for clarifications about this RFQ no later than **2:00 p.m., local time, Thursday, January 3, 2019.** Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Finance/Purchasing.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFQ will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum

Proposers should check the website at www.rockdalecountyga.gov under Finance Department, Purchasing/Procurement frequently during the process to verify that they have received all issued addenda. Proposers have the responsibility of making sure that they have received all issued addenda.

CONTRACT TERM:

The Contract Term for the Project will be for a period of **12 months from the Notice to Proceed.**

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Consulting firms submitting proposals must be pre-qualified with GDOT for each specific discipline(s) and technical area(s) for which they are proposing services. At minimum firms must be prequalified with GDOT in the following areas: 1.06(a), 1.06(e), 1.06(g), 1.10, 3.01, 3.06, 3.07, 3.09, 3.10, 3.12, 6.01(b), 6.04(b), and 9.01.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

In evaluating Proposals, the County may seek additional information from any consultant concerning such consultant's proposal or its qualifications to perform the service

This **Request for Qualification-based Proposals** seeks to identify potential providers for the aforementioned services as further defined in these documents. Only those respondents to this request who are determined by the selection committee to be sufficiently qualified will receive further consideration. The top (up to) three firms deemed most qualified by the Selection Committee may be invited to interview and be further considered for providing these services. All respondents to this request are subject to instructions communicated in this document and are cautioned to completely review the entire document and follow instructions carefully.

PROPRIETARY INFORMATION

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the

confidentiality of any information not clearly marked as a trade secret.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

Method of Communication

All general communication of relevant information regarding this solicitation will be made via the Rockdale County website and the Finance Department. All firms are responsible for checking the Rockdale County website on a regular basis for updates, clarifications and announcements. Rockdale County reserves the right to communicate via e-mail with the primary contact listed in the Statements of Qualifications. Other specific communications will be made as indicated in the remainder of this RFP.

Selection of Shortlist

Based on the Qualification-Based Proposals submitted in response to this RFQ, the Selection Committee will identify up to three (3) of the most qualified firms based upon individual rankings.

All firms must meet the minimum requirements as listed herein to be considered.

Finalist Notification

Firms selected as finalists will receive notification from Rockdale County. In this communication, the County may request an interview or formal presentation from the firm(s).

Interview (If requested)

An interview/presentation may be requested of up to three (3) shortlisted finalist firms. Shortlisted finalist firm(s) will be notified in writing or via email and informed of the place, date and time for the interview session, if requested. Detailed interview/presentation instructions and requirements of the finalists will be provided if an interview/presentation is requested by the county. The interview and/or presentation will focus on the firm's approach to developing the project design and design schedule and can include more specific information on the firm's proposed team and resources, including any sub-consultants that will be used, for the committee to consider. **Firms shall not address any questions, prior to the Interview, to anyone other than the county's designated contact.**

Final Selection

Upon completion of the selection process by the Selection Committee, the firms will be ranked in descending order of recommendation using the sum of individual rankings from the Selection Committee members. Negotiations will then be initiated with the top-ranked firm to finalize the terms and conditions of the contract, including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm, Rockdale County will formally terminate the negotiations in writing and enter into negotiations with the second highest-ranking

firm, and so on in turn until a mutual agreement is established and the County awards a contract.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications.

Criteria for Evaluation of Statements of Qualifications

The Selection Committee will evaluate all firms using the following criteria:

Firms will be evaluated based on possession of high ethical and professional standing, recent experience in completing projects of similar size, scope and complexity, experience and versatility in performing a wide range of engineering, planning and other technical services, qualifications of personnel, stability of the firm and its workforce, ability to complete work on time and within budget, financial soundness of the firm, and the ability to produce deliverables in a timely manner and in an acceptable electronic format.

20% Factor} Stability and resources of the firm, including the firm's history, growth, resources, litigation history, financial information and other evidence of stability. This shall include:

Firm's History and Growth

Financial Information

Litigation History

Overall Resources of the Firm

50% Factor} Firm's relevant experience and qualifications, including the evidence of qualification and experience of the firm's key staff and the evidence of the ability of firm in effective services in programs comparable in complexity, size, and function to clients such as government entities and similarly-structured organizations. This includes degree of apparent relevant competencies of the principal professional(s) and lead staff in civil engineering design, traffic engineering, environmental assessment, modeling, and related experience, and evidence of competence, including review of:

Relevant Project Experience of the Firm

Experience of key resources on relevant projects of the Firm, including public outreach

Relevant Project Experience of the Project Manager

Project Manager Education

Project Manager Years of Transportation Engineering or Relevant Experience

20% Factor} Firm's apparent suitability to provide services for project, including the firm's apparent fit to the project type and/or needs of Rockdale County, any special or unique qualifications for the project, past and projected workloads (available resources), the ability of firm to gather resources in metro Atlanta, quality assurance procedures, and any special or unexpected services offered by the firm which might be suitable for the program. The firm's non-discrimination policies and evidence of efforts or success in Women and Minority Business Enterprise (W/MBE) or Disadvantage Business Enterprise (DBE) inclusion will be a part of this evaluation.

Review will include:

Equal Employment Opportunity/W/MBE-DBE Policies & Inclusion
Unique Qualifications
Special Services
Proposed QC/QA Procedures

10% Factor} Firm's development of a proposed project schedule to complete the required scope of work and deliverables in according to the Schedule outlined in Section D, to include public outreach, stakeholder meetings, and milestone briefings to the County. Review will include:

Schedule of Tasks for completing the scope of work described in Detailed Work Scope of the RFQ

INSTRUCTIONS FOR PREPARING QUALIFICATION-BASED PROPOSALS

The Qualification-Based Proposals must be submitted in accordance with the instructions provided in Section E, must be categorized and numbered as outlined below, and must be responsive to all requested information:

Minimum Requirements

Firms must perform these minimum requirements in order to be fully considered.

1. Complete the *Affidavit Verifying Status for County Public Benefit* included herein and provide a notarized original within the firm's Qualification-Based Proposal. *(This one-page form submission shall not be considered part of the required page limit specified in Section E below.)*

A. Description and Resources of Firm

1. Provide basic company information: company name, address, name of primary proposing contact, telephone number, fax number, e-mail address, and company website (if available). If the firm has multiple offices, the qualifications statement shall include information about the parent company and branch office separately. Identify office from which project will be managed. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the firm a sole proprietorship, partnership, corporation, Limited Liability Corporation or other structure?
2. Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations and staffing of offices. Provide backlog curve and availability charts for the Project Manager and any other key personnel.
3. Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with clients. List any active or pending litigation and explain. List any indictments the firm/principals have been issued.
4. Provide a Statement of Disclosure, which will allow Rockdale County to evaluate possible conflict of interest. Respondents must provide, in their own format, a statement of all potential legal or otherwise significant conflict of interest possibly created by the respondents being considered in the selection process or by the respondent's involvement in the project. Respondents should provide information as to the nature of relationship(s) with parties in such potential conflict.
5. Provide name of insurance carrier, types and levels of coverage, and deductible amounts per claim.
6. List the firm's annual average revenue for the past five (5) years.
7. Supply financial references and main banking references.
8. Has the firm ever been removed from a contract or failed to complete a contract as assigned?

B. Experience and Qualifications

1. Provide professional qualifications and description of experience for principal project staff, including those of the staff or subconsultant that will lead the stakeholder contact and public outreach efforts. The project manager's resume must be included. *(At this stage, firms are asked for information on lead staff only, but may*

list qualifications and experience on more than one lead individual who are being proposed for services to

*Rockdale County. **If the firm is selected as a finalist, Rockdale County may request detailed information on the exact proposed expanded team and their relevant experience.***)

2. Provide information on the firm's experience with projects of similar type, size, function and complexity. Describe no more than ten (10) and no less than five (5) accounts, in order of most relevant to least relevant, which demonstrates the firm's capabilities to perform services for Rockdale County. For each account, the following information should be provided.
 - a. Client name, location and dates during which services were performed.
 - b. Clear description of overall project and services performed by your firm.
 - c. Exact length of service performed by your firm and overall project budget.
 - d. Client's stated satisfaction in service of your firm. (Include letters from clients if available)
 - e. Client(s) current contact information.
 - f. Letters of reference from at least two (2) of those clients for whose projects were of similar size and scope. (Letters of reference should describe the work completed and contain some specific examples on how quality products were delivered on schedule and within budget.)

C. Statement of Suitability

1. Provide any information that may serve to differentiate your firm from other firms in suitability for and approach to the project's scope of work. Furnish evidence of the firms fit to the project and/or needs of Rockdale County, any special or unique qualifications for the project. Supply current and projected workloads, logistical capabilities for working in proximity to project location, quality assurance procedures, and any special services offered by the firm that may be particularly suitable for this project.
2. Provide any Non-discrimination and Equal Employment Opportunity (EEO) policies of the firm.

D. Schedule

1. The Project Design Phase should take **12 months** to complete. Provide a proposed project schedule to complete the required scope of work and deliverables outlined in the **Detailed Work Scope (Section III)**, including public outreach efforts, stakeholder meetings, and milestone briefings to the county.
2. Firms should indicate if this deadline can be met and, if not, state the reasons why with a proposed alternative deadline for completion.

E. Instructions for Submittal of Qualifications-based Proposals**Submittals**

One (1) original and four (4) copies of the proposal shall be prepared, for a total of **five (5) sets**. One complete copy must be provided via CD or flash drive as a .pdf file. Each submittal shall be identical and include a transmittal letter. Submittals must be on standard (8 ½" x 11") paper. The pages of the qualification submittals must be numbered. A table of contents, with corresponding tabs, must be included to identify each section. **Responses are limited to thirty (30) pages or less (preferably fifteen [15] double-sided pages) using a minimum of size 11 font.** Any exhibits, affidavits or other enclosure information called for may be included in an Appendix and will not count toward the page limit. One (1) page of the Statement of Qualifications shall be devoted to an Organization Chart. This page shall be single-sided and not exceed 11" x 17" in size. Additional information should not be added on this page. **NOTE: This page is included in the 30 page limit.** Each Qualification-Based Proposal shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities. Fancy bindings, colored displays and promotional materials are left to the discretion of the Proposer. Emphasis must be on completeness, relevance and clarity of content.

Fee Submittals must be in a sealed opaque envelope separate from the Statement of Qualifications and shall reference this RFQ, and include the Name of the Proposer and the words "QUALIFICATION-BASED FEE PROPOSAL" must be clearly indicated on the outside of the envelope. The Fee Proposal must be in its own separate sealed opaque envelope such that when the Statement of Qualifications package is opened it does not reveal the Fee Proposal. Statements of Qualifications must be **physically received by the Rockdale County Finance Department** prior to the deadline indicated in the Schedule of Events in this Section, at the exact address below:

Rockdale County Finance Department
Procurement Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

No submittals will be accepted after the time and date set for receipt.

Qualification-Based Proposals submitted via facsimile or e-mail will be rejected. All expenses for preparing and submitting responses are the sole cost of the party submitting the response. Rockdale County will not reimburse any firm for such expenses. All submittals upon receipt become the property of Rockdale County. Labeling information provided in submittals “proprietary” or “confidential” or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award. Rockdale County reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the County.

Contact for Questions and Request for Clarification

Questions about any aspect of the RFQ, or the scope of the project, shall be submitted in writing (e-mail is preferable) to:

Rockdale County Finance Department
Procurement Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

The deadlines for submission of questions relating to the Qualifications-based RFQ are the times and dates shown in the proposed *Schedule of Events* in this section. From the issue date of this solicitation until a successful proposer is selected and the selection is announced, respondents are not allowed to communicate about this solicitation for any reason with any members or employees of Rockdale County except for submission of questions as instructed in the RFQ, or as provided by any existing work agreement(s). For violation of this provision, Rockdale County shall reserve the right to reject the proposal of the offending proposer.

TERMS AND CONDITIONS

1. Rockdale County, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award. Rockdale County shall in all solicitations or advertisements for subcontractors or employees placed by or behalf of the county, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race color, sex or national origin. Rockdale County shall not discriminate against any qualified client or recipient of services provided on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Rockdale County shall cause forgoing provisions to be included in all subcontracts for any work covered by this project so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).
2. Firms shall comply with the applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
3. Firms shall comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
4. Firms shall establish safeguards to prohibit employees from using their

positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. Firms shall assist Rockdale County in compliance with Section 106, as applicable, of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470),

Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through Rockdale County and the ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity, and notifying Rockdale County of the existence of such properties, and by (b) complying with all requirements under applicable established guidelines to avoid or mitigate adverse effects upon such properties.

6. Firms shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
7. Firms shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

The following certifications shall also be required for the selected firm(s):

1. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this program shall be used to pay the salary or expenses of any agent acting on behalf of Rockdale County, to engage in any activity designed to influence legislation or appropriations pending before Congress as stated in 49 CFR 20.
2. Debarment and Suspension. Compliance with nonprocurement debarment and suspension rules in 49 CFR 29.
3. Drug-Free Workplace. Certification of compliance with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia.
4. Certification of compliance with the Georgia Security and Immigration Requirements at O.C.G.A 13-10-91.

Right to Cancel or Change RFQ

Rockdale County reserves the right to cancel any and all Request for Qualification-Based Proposals where it is determined to be in the best interest of the County to do so. Rockdale County reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all firms interested in submitting a Qualifications-Based Proposal for this RFQ to routinely check Rockdale County's website at www.rockdalecountyga.gov for the posting of any revisions to this RFQ.

AUDIT AND ACCOUNTING SYSTEM REQUIREMENTS

Rockdale County reserves the right to reject any proposal with firms that do not meet the following requirements:

1. Firm(s) should have an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
2. The prime is responsible for being reasonably assured that all subconsultants presented as part of the proposed team are similarly in compliance with the above requirements.

BONDS:

N/A

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project. Rockdale County will waive fees on all permits issued by Rockdale County.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFQ must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFQ package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor(consultant) will be required to have all subcontractors(subconsultants) who are engaged to complete physical performance of services under the final contract executed between the County and the contractor to complete the appropriate subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor. Format for this affidavit is provided herein.

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that no Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

SAMPLE AGREEMENT:

Firms submitting a proposal should have the attached sample agreement reviewed by their legal departments or corporate attorneys as required prior to submitting a proposal, or no later than when the firm is notified that they are on the short list, to ensure that if the firm is selected by the County to perform the consulting design services, the firm will be in position to execute the agreement without delay. If upon legal review there are any modifications of the agreement language required by the firm, the County shall be notified immediately of such proposed contract language modifications. If the County is agreeable to the proposed modifications, the contract documents will be modified accordingly. However, if the proposed modifications are not acceptable to the County, no changes will be made and the firm will not receive further consideration.

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20__, by and between Rockdale County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "COUNTY"), and _____, a _____ corporation authorized to do business in Georgia (hereinafter referred to as the "CONSULTANT").

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONSULTANT to perform certain services relative to the preparation of a suitable design for the **Professional Services for Off-System Design Projects**, hereinafter referred to as "Work"; and

WHEREAS, the CONSULTANT has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONSULTANT in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

Section 1. ENGAGEMENT OF CONSULTANT

The COUNTY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth.

Section 2. SCOPE OF SERVICES

The CONSULTANT shall do, perform, and carry out the services outlined in the CONSULTANT's Proposal, dated _____, attached hereto as Exhibit "___", and as further specified by the Detailed Scope of Services (the Work") in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession; provided however, should there be any conflict between the terms of the Proposal and the terms of this Contract, the terms of this Contract shall be final and binding.

The CONSULTANT shall visit the various transportation facilities throughout the County, hereinafter the "site" and become familiar with the PROJECT site and shall become acquainted with local conditions involved in carrying out this Agreement. The CONSULTANT may request that a representative of the COUNTY be present during visit to certain location of the site and the COUNTY may be present on such site visits at the COUNTY's discretion.

Where applicable the CONSULTANT shall undertake the PROJECT in coordination with other planning and engineering studies or plans prepared by and/or for the Director of Rockdale County's Department of Transportation (hereinafter referred to as the "DIRECTOR"), the Georgia Department of Transportation (hereinafter referred to as "GDOT"), and the Atlanta Regional Commission (hereinafter referred to as "ARC").

Section 2a. SERVICES PROVIDED BY CONSULTANT:

The CONSULTANT agrees for the consideration specified herein to perform the Work in strict accordance with the following, of which Documents II and III are attached hereto and incorporated as if fully set out herein:

<u>Document No.</u>	<u>Title</u>
I	Proposal Documents
II	General Conditions
III	Detailed Work Scope

Section 2b. SERVICES PROVIDED BY THE COUNTY:

It is agreed and understood that certain services, if required, will be performed and furnished by the COUNTY in a timely manner so as not to delay the CONSULTANT unduly in the performance of the CONSULTANT's obligations under the terms of this Contract. The services shall include the following:

2.b.1 Information to the CONSULTANT: Providing to the CONSULTANT all criteria and full information as to the COUNTY's requirements for the PROJECT including pertinent data from prior studies or work of other Consultants working on similar projects, if deemed applicable in the sole discretion of the COUNTY.

2.b.2 Staff Responding to CONSULTANT Expeditiously: Examining all studies, reports, sketches, exhibits, drawings, specifications, proposals, preliminary or draft documents, and other documents presented by CONSULTANT, and providing direction or obtaining advice of an attorney, insurance counselor and other Consultants as COUNTY deems appropriate for such examination and rendering written decisions, if deemed necessary by the COUNTY, pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

2.b.3 County Staff Giving Notice of Problems: Giving prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any deficiency in the Work or changed circumstances.

2.b.4 Access to Property: Upon request by the CONSULTANT, making necessary provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services under this Contract.

Section 3. TIME OF PERFORMANCE

The services of the CONSULTANT for the completion of the Work are to commence upon execution of this Contract by the COUNTY and **shall be completed within 12 months from Notice to Proceed**. The COUNTY shall have the right to terminate, extend or supplement this Contract for such additional time periods as it may require by so notifying the CONSULTANT in writing not less than thirty (30) days before this Agreement is adjusted or terminated pursuant to the terms set forth herein.

Section 4. COMPENSATION FOR CONSULTANT SERVICES

It is agreed that the compensation hereinafter specified shall be for actual costs incurred, both direct and indirect, chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Procurement Regulations Part 1-15.2 and not prohibited by the laws of the State of Georgia.

Section 4.a. TOTAL COMPENSATION:

The total compensation to be paid to the CONSULTANT for the services contemplated hereunder to complete the Work shall be as described below. Compensation shall be identified in conjunction with the Elements and Work Program Tasks listed in "Section III – Detailed Work Scope". The parties hereto agree that the maximum obligation of the COUNTY to the CONSULTANT for compensation under the terms of this Contract shall not exceed \$_____. This is considered a Not-to-Exceed Cost – Reimbursement Contract. Timesheets and cost backup information will be required with each payment request.

Section 4.b. CONTRACT PAYMENTS:

The CONSULTANT may submit a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment of services which were completed during the calendar month. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, if the invoiced amount exceeds the funds approved and allocated for the component of the project being billed, or if the costs requested or a part thereof, as determined solely by the COUNTY, are unreasonably in excess of the actual stage of completion of each component. If the CONSULTANT does not complete the scope of services required in each component of the PROJECT, any expenditures to complete the work as required by the contract will not be payable by the COUNTY unless it results from changes in the original scope of services requested and/or previously approved in writing by the COUNTY.

The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall pay any undisputed items contained in such invoices.

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment in that same month. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) of the following month. Invoices shall be itemized to reflect the percentage of each phase completed as agreed between the CONSULTANT and the DIRECTOR.

Each invoice shall be accompanied by a letter progress report, which outlines the total work accomplished for each phase, a description of the percentage of total work completed for each phase during the billing period, any problems that may be inhibiting the PROJECT execution as well as an accurate updated schedule.

Section 4.c. FINAL PAYMENT:

Upon completion by the CONSULTANT of the Work including the receipt of any final written submission of the CONSULTANT and the approval thereof by the DIRECTOR, the COUNTY will pay the CONSULTANT a sum equal to one hundred percent (100%) of the invoices submitted and approved by the COUNTY, less the total of all previous partial payments, paid or in the process of payment.

The CONSULTANT agrees that acceptance of the final payments for the PROJECT shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and supplement(s) and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

End of Section

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered.

Dated this ____ day of _____, 20__.

ROCKDALE COUNTY, GEORGIA.

ATTEST _____

County Clerk

By _____ (SEAL)

Osborn Nesbitt Sr., Chairman
Board of Commissioners

_____ CONSULTANT

ATTEST: _____

Secretary or Assistant
Secretary

By: _____ (SEAL)

President or
Vice President

Approved as to Form:

Rockdale County Attorney

QUALIFICATIONS BASED PROPOSAL

Proposal of _____ (hereinafter called "**Proposer**"), a firm organized and existing under the laws of the State of _____, *an individual, a corporation, a partnership doing business as: _____, authorized to do business in the state of Georgia,

TO: Rockdale County
(Hereinafter referred to as "**County**")

Gentlemen:

The **Proposer** in compliance with your Notice to Proposers and all Request for Qualifications-based Proposal Documents for the following work:

Professional Services for Off-System Design Projects

Having examined the proposal documents and the site of the proposed **Work**, and being familiar with all of the conditions, stipulations and requirements of the Detailed Scope of Services and related documents including the availability of personnel and supplies to prepare the **Professional Services for Off-System Design Projects** in accordance with the contract documents, within the time set forth herein, and at the prices stated in the **Cost Proposal (submitted in a separate opaque sealed envelope)**, proposes to enter into a Contract with the County to provide the necessary professional and technical services, materials, supplies, machinery, tools, apparatus, labor, and other means necessary to complete the **Work**. The undersigned proposes to prepare the **Work** within the time stipulated in the proposed schedule for the amount stipulated in the Cost Proposal included with this bid in a separate sealed envelope.

Proposer agrees that the cost of any **Work** performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices **Bid** for the various items scheduled.

Proposer further proposes and agrees hereby to promptly commence the **Work** with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to **complete the Work within 12 months from Notice to Proceed**.

Proposer assumes the responsibility to download all addenda published on the Rockdale County website prior to submittal of his **Proposal**, and accepts that failure to acknowledge receipt of each and every addendum individually is grounds for finding the **Bid** non-responsive.

The undersigned further agrees that in case of failure on his part to execute said contract, or provide satisfactory proof of carriage of the insurance required, within ten (10) calendar days after the award thereof, shall be grounds for disqualification of the Proposer and the next highest ranked Proposer will become the top candidate for award of the contract.

BID/PROPOSAL,

The **Proposer** declares that he understands that the various tasks shown on the supplemental tasks list in the proposal may or may not be awarded by the County at its sole discretion and if awarded the sum bid for such item(s) will be added to the base bid.

The full name and residence of persons or parties interested in the foregoing **Bid** as sub-consultants are named as follows:

Signed, sealed, and dated this _____ day of _____, 20_____.

Proposer: _____
(Company Name)

By: _____

Title: _____

Mailing Address:

FEE PROPOSAL FORM

Instructions: Complete all THREE parts of this proposal form.

PART I: Fee Proposal Form (to be submitted in Separate Sealed Envelope)

<u>Task</u> <u>Amount</u>	<u>Not-to Exceed</u>
1. Lump Sum Cost	

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a proposal.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Consultant Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

Phase: _____

DIRECT COSTS				
PERSONNEL	EST HOURS	RATE / HR	COST(\$)	TOTALS
CIVIL DESIGN				
SENIOR PROFESSIONAL				
PROFESSIONAL				
TECHNICIAN				
DRAFTER/CLERICAL				
SUBTOTAL CIVIL				
STRUCTURAL DESIGN				
SENIOR PROFESSIONAL				
PROFESSIONAL				
TECHNICIAN				
DRAFTER/CLERICAL				
SUBTOTAL STRUCTURAL				
TOTAL DIRECT LABOR				
OVERHEAD (INDIRECT COST ON LABOR ABOVE) _____%				
LABOR X OVERHEAD RATE = OVERHEAD (\$)				
TOTAL DIRECT LABOR PLUS OVERHEAD				
DIRECT COSTS (SPECIFY)				
REPRODUCTION				
SUPPLIES				
TRAVEL				
SUBCONTRACTORS (LIST)				
OTHER DIRECT COSTS (LIST)				
TOTAL DIRECT COSTS				
TOTAL ESTIMATED COST				
PROFIT _____%				
NOT-TO-EXCEED AMOUNT FOR PHASE _____				

Project: _____

**Suggested Format for Cost Breakdown Serving as Support
of Overhead Percentage for Contract Proposals.**

Project: _____

(State the time period serving as a basis for the cost breakdown)

1. PRODUCTIVE SALARIES	\$ 0,000.00	100%
2. OVERHEAD:		
a. Indirect Salary Costs:		
Payroll taxes	\$ 0,000.00	
Vacation, Holidays and sick leave	\$ 0,000.00	
Group Insurance	\$ 0,000.00	
Retirement Benefits	<u>\$ 0,000.00</u>	
Subtotal	\$ 0,000.00 = ___%	
b. Administrative Costs:		
Administrative Salaries	\$ 0,000.00	
Officer Salaries	\$ 0,000.00	
Office Supplies	\$ 0,000.00	
Rent	\$ 0,000.00	
Depreciation	\$ 0,000.00	
Telephone	\$ 0,000.00	
Taxes	\$ 0,000.00	
Liability Insurance	\$ 0,000.00	
Professional Dues	\$ 0,000.00	
Bonuses	\$ 0,000.00	
License Fees	\$ 0,000.00	
Utilities	<u>\$ 0,000.00</u>	
Subtotal	<u>\$ 0,000.00 = ___%</u>	
TOTAL OVERHEAD	<u>\$ 0,000.00 = ___%</u>	

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFQ No. **18-33** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Telegraphic or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. All Work shall be completed by the date stipulated in the contract; however, if consultant does not believe they can meet the requested delivery time; they must include the proposed delivery time with their proposals for consideration by the County.
14. Proposers shall identify any subcontractors, and include an explanation of the services or products that they may provide.

End of Section

SECTION II: GENERAL CONDITIONS

The following general conditions will apply to the consulting contract when awarded and shall be binding on the consultant and any sub-consultants:

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- 8.0 Subcontracting
- 9.0 Assignability
- 10.0 Equal Employment Opportunity
- 11.0 Anti-Kickback Clause
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1.0 **DEFINITIONS**

Wherever used in this Contract, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which the COUNTY executes and enters into an Agreement with CONSULTANT to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provisions herein, payable to the CONSULTANT under this Contract.

Bid or Proposal shall refer to Qualifications-based Proposal.

Bidder shall refer to firm submitting the qualifications-based proposal.

Contractor and subcontractor shall refer to prime consultant and subconsultants.

CONSULTANT - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Contract.

Contract - means the Contract Documents specifically identified and incorporated herein by reference in Section I, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Contract for the completion of the Work.

COUNTY - means Rockdale County, Georgia, a political subdivision of the State of Georgia.

DIRECTOR – means Director of the Rockdale County Department of Transportation, or such other person as may be designated in writing by the County.

Drawings - means collectively, all the drawings listed in this Agreement, and also such supplementary drawings as the CONSULTANT may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Specifications - means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Contract Documents.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this agreement.

Subgrantee – means Rockdale County

Supplemental Agreement - means a written order to CONSULTANT signed by COUNTY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this agreement.

Services - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Work for the Project, assigned to or undertaken by CONSULTANT under this agreement.

2.0 CONTRACT DOCUMENTS

2.1 List of Documents

The Contract Agreement inclusive of all exhibits, any required bonds, the General Conditions, the Detailed Scope of Services, and all Supplemental Agreements shall constitute the Contract Documents.

2.2 Conflict and Precedence

2.2.1 The Contract Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Contract, the several Contract Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Contract Agreement
3. General Conditions
4. Detailed Scope of Work

3.0 COVENANTS AGAINST CONTINGENT FEES

The CONSULTANT shall comply with the relevant requirements of all Federal, State, County or local laws. The 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 or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.0 INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect the following insurance coverages:

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate

Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability/Professional Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

F. HOLD HARMLESS CLAUSE

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the Project. Renewal certificates shall be sent to the COUNTY 30 days prior to any expiration date. There shall also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONSULTANT to ensure that all subcontracts comply with the same insurance requirements that he is required to meet.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY's Finance Department with the executed Contract. A renewal certificate should be forwarded to the Finance Department 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Finance Department to monitor contract requirements.

J. All Insurance Policies of CONSULTANT will be required to be written on an Occurrence Basis. If a particular CONSULTANT has insurance which is written on a Claims-Made Basis, these policies should be referred to the Finance Department for review and recommendation to the Board of Commissioners. When requesting evidence of insurance (certificates/policies) from

CONSULTANT, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Department will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY's Finance Department.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Department for review and recommendations to the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any of the services to be performed by the CONSULTANT. THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.

5.0 PROHIBITED INTERESTS

A. Conflict of Interest: The 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 services hereunder. The CONSULTANT further agrees that, in the performance of the Contract, no person having any such interest shall be employed directly or indirectly by the CONSULTANT.

B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

6.0 INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its sub consultants or anyone to whom the CONSULTANT is legally liable.

7.0 INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

8.0 SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the COUNTY's prior written approval of the subcontractor. The COUNTY will not approve any subcontractor for work covered by this Contract that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Contract.

9.0 ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Contract without the written consent of the COUNTY.

10.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the CONSULTANT agrees as follows:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

B. The CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

C. The 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 of raw materials.

11.0 ANTI-KICKBACK CLAUSE

The CONSULTANT hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Contract.

12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and engineers, and technicians of subcontractors performing work under this Contract shall be promptly reported in writing by the CONSULTANT to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONSULTANT from its responsibilities as primary contracting party with such subcontractors.

13.0 PERSONNEL AND EQUIPMENT

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Contract; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through a representative specifically designated by the CONSULTANT. All of the services required hereunder will be performed by the CONSULTANT under his supervision, or by the sub-consultant stipulated in the

proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

All professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this Contract shall be indicated in a personnel listing attached to the proposal. No changes or substitutions shall be permitted regarding the CONSULTANT's professional personnel and sub-contractors as set forth in the proposal without the prior written approval of the DIRECTOR or his/her designee.

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

The CONSULTANT shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to produce and deliver services that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

14.0 ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the Work and shall promptly correct its errors and omissions without additional compensation.

Acceptance of the Work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities or the costs associated with any additional work prepared by the CONSULTANT. The CONSULTANT shall perform any analyses, prepare any sketches or plans or gather data required to correct said errors or omissions.

At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the CONSULTANT under the Contract, the CONSULTANT shall confer with the COUNTY for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The CONSULTANT shall prepare any exhibits, sketches, analyses, reports, plans or data required by the COUNTY, to correct its errors or omissions. The above consultations, clarifications or corrections shall be made without added compensation to the CONSULTANT. In no case shall the compensation for each phase of the PROJECT exceed the amount allocated for that phase, and no work associated with corrections of errors or omissions shall be charged to the PROJECT.

The CONSULTANT will be required to make a review of the items furnished by the COUNTY and shall report to the COUNTY in writing as to the sufficiency of the information furnished within ten (10) days. The CONSULTANT shall give immediate attention to these changes so there will be minimum of delay to others.

15.0 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the written approval of the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

16.0 FINDINGS CONFIDENTIAL

Subject to any applicable provision of the Georgia Open Records law, the CONSULTANT agrees that its conclusions and any reports are for the confidential information of the 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 the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Contract term, all documents, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the COUNTY and be delivered to the DIRECTOR.

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

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the CONSULTANT without prior written approval from the COUNTY, the release of same shall constitute grounds for termination of this Contract without indemnity to the CONSULTANT. In the event such information is released by the COUNTY or by the CONSULTANT with such written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Contract.

17.0 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Contract are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Contract without according credit of authorship.

18.0 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY, and if required make available to the Concerned Funding Agency or agencies, and if appropriate, the Comptroller General of the United States, or their duly authorized representatives, and/or representatives of the COUNTY for examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives 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 Contract.

The CONSULTANT shall maintain all books, documents, papers, time sheets, 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 seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONSULTANT agrees that the provisions of this Article shall be included in any agreements it may make with any subcontractor, assignee, or transferee.

19.0 CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with the Director of the Rockdale County Transportation Department, Project manager, Georgia Department of Transportation, Atlanta Regional Commission, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY. Such cooperation shall include attendance at meetings, discussions, and hearings, as stipulated in the scope of work and as may be requested by the COUNTY, furnishing plans, sketches, exhibits, analyses, recommendations and other data produced in the course of work on the Project, as may be requested from time to time by the COUNTY to effect such cooperation and compliance with all directives issued by the COUNTY.

It is understood and agreed that all work will be subject to review by the funding agency(ies) which will have access to CONSULTANT's work and be furnished information as directed by the COUNTY, including access to the CONSULTANT's records for audit where such audit may be required by law. When and if deemed necessary or desirable as the work progresses, representatives of the funding agency(ies) and the COUNTY, in order to assure compliance with the specifications in this Agreement and to review the work product, may visit the office of the CONSULTANT.

If the COUNTY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by COUNTY employees.

20.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms of this Contract. All changes to this agreement shall be in writing and appended hereto as prescribed in Article 15.0 above.

21.0 NOTICES

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

Notices to the COUNTY shall be addressed as follows:

Genetha Rice-Singleton
 Rockdale County Department of Transportation
 2570 Old Covington Highway
 Conyers, Georgia 30012

Notices to CONSULTANT shall be addressed as follows:

As designated on the proposal and incorporated in the contract agreement.

22.0 LIAISON ENGINEER

The Director of the Rockdale County Department of Transportation (DIRECTOR) or his duly appointed representative shall act as the Liaison Engineer between the CONSULTANT and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONSULTANT shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, and reports shall be directed to the Liaison Engineer to provide for proper distribution to the parties concerned. All conferences, including telephone conversations and decisions, shall be reduced to writing by the CONSULTANT and at least two (2) copies of the minutes shall be forwarded to the Liaison Engineer within seven (7) calendar days.

The CONSULTANT shall meet with the COUNTY for review of the work on a regular monthly basis and shall coordinate and attend all other meetings as stipulated in the scope of work as determined by the COUNTY. The Liaison Engineer will expedite any necessary decisions affecting the performance of the CONSULTANT's Agreement, but the CONSULTANT shall not make use of the Liaison Engineer's services on trivial or minor matters normally to be decided by the CONSULTANT.

23.0 DELIVERY OF DOCUMENTS

Except as otherwise provided herein, the CONSULTANT shall submit all progress documents, reports, sketches, drawings, specification, exhibits, planning notes, and other papers and supporting data required under this Contract to the COUNTY. The CONSULTANT shall deliver the required progress reports in a timely manner so that the work can be reviewed by GDOT, or other appropriate agencies and any corrections made so that all deadlines stipulated in the scope of work can be met.

Upon final of approval of the design documents, 5 full size and 5 half-size sets of the design drawings shall be provided to the County. Deliverables shall be sent to the attention of the Director, or at such other place or places as may be subsequently designated by written notice to the CONSULTANT.

24.0 PROGRESS REPORTS

The CONSULTANT shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of this Agreement. Prints of current exhibits or sketches may be required where necessary to support progress reports. The report shall include, but is not limited to:

1. Activities (specific tasks) during this period (by phase)
2. Meetings during the period
3. Submissions during the period
4. Deliverables completed during the period
5. Status of schedule (ahead or behind); reason for being behind schedule
6. Quality assurance activities

25.0 CONFERENCES AND FIELD INSPECTIONS

The CONSULTANT shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting himself with all local conditions involved in the prosecution of this Agreement. The CONSULTANT may request that a representative of the COUNTY accompany him on specific site visits if field conditions are such that they warrant special attention. As the performance of the services necessary to complete the Work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONSULTANT shall attend as many meetings or conferences as necessary to finalize the Work. Public meetings will be required as stipulated in the scope of work.

26.0 RIGHT TO ENTRY

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONSULTANT shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONSULTANT, the COUNTY will provide the necessary documents identifying the CONSULTANT as being in the employ of the COUNTY for the purposes described in this Contract. If the property owners or occupant denies the CONSULTANT permission to enter, such incident will be reported to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

27.0 UTILITY COORDINATION

When required by the scope of WORK the CONSULTANT shall identify all major elements of privately, publicly or cooperatively owned utility companies that may be impacted by proposed elements of the findings of the PROJECT.

The CONSULTANT shall adhere to the most current adopted utility relocation guidelines and follow the notification and coordination procedures stipulated in the GDOT Plan Development Process.

The CONSULTANT shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct negotiations if necessary with the utilities and authorities at the time recommended improvements are designed, if such design is not part of the scope of work under this Contract. However, the CONSULTANT may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such design work for utilities that are not part of the utility relocation guidelines is undertaken by the County.

28.0 REVIEW OF WORK

Authorized representatives of the COUNTY may at all reasonable times review and inspect the Project activities and data collected under this Contract and amendments hereto. All correspondence, reports, drawings, studies, specifications, estimates, maps and computations,

prepared by or for the CONSULTANT, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY. The COUNTY's review recommendations shall be incorporated into the plans by the CONSULTANT.

Acceptance by the COUNTY shall not relieve the CONSULTANT of its professional obligation to correct, at the CONSULTANT's expense, any of its errors in the work. The COUNTY may request at any time and the CONSULTANT shall produce progress prints or copies of work as performed under this Contract in hard copy or electronic form as required by the COUNTY. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the COUNTY's request in this regard.

29.0 SUPERVISION AND CONTROL

The CONSULTANT shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY as the COUNTY may deem appropriate. The CONSULTANT shall employ sufficient qualified personnel to perform the work within the time stipulated in the Contract.

30.0 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Contract shall become the property of the COUNTY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONSULTANT, then the CONSULTANT shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY and funding agency. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

31.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Contract for its convenience at any time by a notice in writing to the CONSULTANT. If the agreement is terminated by the COUNTY as provided in this Article, the 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 the CONSULTANT which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Rockdale County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONSULTANT.

End of Section

Section III. Scope of Services

Guardrail Replacement

Mt. Zion Road at Almand Road

This project will replace the guardrail at Mt. Zion Road and Almand Road. The consultant shall provide field surveys, develop environmental document, preliminary and final construction plans, (including drainage design), signing and marking plans, Erosion, sedimentation, & Pollution Control Plan

Design guardrail in accordance with the standards of GDOT

No Rights-of Way or easement anticipated

Culvert improvement

Assist with the preparation of bidding and construction documents

New Guardrail Installed

Installation of New Guardrail at Rockbridge Road at Tom George Creek

The consultant shall provide field surveys, develop environmental document, preliminary and final construction plans, (including drainage design), signing and marking plans, Erosion, sedimentation, & Pollution Control Plan

Design guardrail in accordance with the standards of GDOT

No Rights-of Way or easement anticipated

Assist with the preparation of bidding and construction documents

Traffic Signal and Pedestrian Signal Upgrades

Replacing existing signal heads

Prepare construction plans

Design traffic and pedestrian signals in accordance with GDOT standards and details

ADA ramps in accordance with GDOT standards and details

Traffic Control plans

Erosion, sedimentation & pollution control plans if applicable

Construction and erosion control details

Assist with the preparation of bidding and construction documents

Minimum Qualification: Authority to transact Business in the State of Georgia

The Prime consultant or sub-consultant must be prequalified by the Georgia Department of Transportation in the following classes:

<u>Number</u>	<u>Area Class</u>
1.06 (a)	National Environmental Policy Act (NEPA)
1.06 (e)	Ecology
1.06 (g)	Freshwater Aquatic Services
1.10	Traffic Studies

3.01	Rural Roadway Design
3.06	Traffic Operations Studies
3.07	Traffic Operation Design
3.09	Traffic Control Systems Analysis, Design and Implementation
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies (Roadway)
6.01(b)	Geological and Geophysical Studies
6.04 (b)	Field Testing of Roadway Construction Materials
9.01	Erosion, Sedimentation and Pollution Control Plan (ESPCP) Preparation

Deliverables

Survey

Environmental Document

Preliminary Plans

Final Construction Plans to include