DATE: September 8, 2021

TO: All Offerors

FROM: Angela R. Young, Executive Director of Contracting

RE: Request for Qualification No. 406-22 Geotechnical, Environmental, Site Selection, and Construction Inspection Services

Fulton County Schools ("FCS") invites you to submit qualifications for furnishing any or all Geotechnical, Environmental, Site Selection, and Construction Inspection Services for various school projects.

Questions regarding the Request for Qualification process should be directed to Angela R. Young, Executive Director, Contracting via facsimile at (470) 254-1248 or email cpcontracts@fultonschools.org. Only questions received by Tuesday, September 21, by 4:00 p.m. (per the FCS Contracting time clock) will be considered.

Sealed Qualifications will be received subject to the attached terms specified in Instructions and Conditions at the office of the Capital Program Contracts, 6201 Powers Ferry Road, NW Atlanta, Georgia 30339. Qualifications will be received up to 2:30 p.m. local time on Thursday, October 7, 2021 (per the FCS Capital Program Contracts time clock).

Qualifications are subject to rejection if signature page is not completed and returned on or before the qualifications receipt date.

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED "REQUEST FOR QUALIFICATION NO. 406-22" ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN "NO SUBMITTAL" MUST BE INDICATED AS SUCH ALONG WITH THE RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

NOTICE as to all Fulton County Schools premises: Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. (O.C.G.A. § 51-16-3).

VISIT US AT OUR WEBSITE www.fcscpcontracts.org
SOLICITATION NO. 406-22

REQUEST FOR QUALIFICATION

FOR

GEOTECHNICAL, ENVIRONMENTAL SITE SELECTION, AND CONSTRUCTION INSPECTION SERVICES

FULTON COUNTY SCHOOLS
CAPITAL PROGRAM CONTRACTS
6201 POWERS FERRY ROAD
ATLANTA, GEORGIA 30339
TABLE OF CONTENTS

FOR

REQUEST FOR QUALIFICATION NO. 406-22
GEOTECHNICAL, ENVIRONMENTAL SITE SELECTION, AND CONSTRUCTION
INSPECTION SERVICES

<table>
<thead>
<tr>
<th>TITLE</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>3</td>
</tr>
<tr>
<td>PART 1 - SUBMITTAL CONDITIONS</td>
<td>4</td>
</tr>
<tr>
<td>SECTION I – PREPARATION AND SUBMISSION OF SUBMITALS</td>
<td>4</td>
</tr>
<tr>
<td>SECTION II – CONTRACT AWARD</td>
<td>8</td>
</tr>
<tr>
<td>SECTION III - OTHER</td>
<td>9</td>
</tr>
<tr>
<td>PART 2 - ADDITIONAL CONDITIONS</td>
<td>14</td>
</tr>
<tr>
<td>PART 3 - REQUEST FOR QUALIFICATIONS</td>
<td>24</td>
</tr>
<tr>
<td>PART 4 - REQUEST FOR SEALED SUBMITTAL FORM AND CHECKLIST</td>
<td>27</td>
</tr>
<tr>
<td>APPENDIX I</td>
<td>32</td>
</tr>
<tr>
<td>GEORGIA IMMIGRATION AND SECURITY FORMS</td>
<td></td>
</tr>
<tr>
<td>APPENDIX II – OFFEROR’S EXCEPTIONS FORM</td>
<td>39</td>
</tr>
<tr>
<td>APPENDIX III – OFFEROR’S MODIFICATIONS FORM</td>
<td>41</td>
</tr>
<tr>
<td>APPENDIX IV</td>
<td>43</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES AGREEMENT FOR</td>
<td></td>
</tr>
<tr>
<td>GEOTECHNICAL, ENVIRONMENTAL SITE SELECTION,</td>
<td></td>
</tr>
<tr>
<td>AND CONSTRUCTION INSPECTION SERVICES</td>
<td></td>
</tr>
<tr>
<td>EXHIBIT A – SAMPLE PROFESSIONAL SERVICE AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>EXHIBIT B – FEE AND PAYMENT SCHEDULE</td>
<td></td>
</tr>
<tr>
<td>EXHIBIT C – TERMS AND CONDITIONS</td>
<td></td>
</tr>
<tr>
<td>EXHIBIT D – INSURANCE</td>
<td></td>
</tr>
</tbody>
</table>
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

1. INTRODUCTION

   a. To be entitled for consideration, sealed submittals shall be presented by an offeror ("Offeror") in accordance with the instructions of this solicitation and within the time constraints stated.

   b. Sealed submittals consisting of one (1) original and four (4) copies and one (1) thumb drive will be mailed, or hand delivered to the office of the Fulton County Schools Capital Program Contracts, FCS Administration Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339.

   c. Submittals received after the date and time specified by the time clock in the Fulton County School Capital Program Contracts office will not be considered.

   d. The Fulton County Board of Education (the “Board of Education” or “Board”) reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of Fulton County Schools on such matters shall be final.

2. REQUEST FOR QUALIFICATION PROCESS:

   This solicitation is a Request for Qualification (RFQ). The Offeror provided submittal(s) will be given an initial evaluation by a committee. The results of the initial evaluation will establish a “qualifying range”. If a firm’s submittal does not meet Fulton County Schools’ standards of acceptance, the submittal will be dropped from the qualifying range to save time for both the firm and Fulton County Schools.

   Results of initial evaluations and subsequent interviews with qualifying firms will be reported to the Capital Program Contracts. A list of recommended firms will be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) are agreed upon, the firm will become eligible for project assignment.

3. OWNER’S REPRESENTATIVE

   a. The Owner for whom work will be executed is: Fulton County Schools, hereinafter “FCS” or “Owner”.

   b. The Owner’s Representative will be FCS Capital Improvement Program.
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

4. PREPARATION OF SUBMITTALS

All submittals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the submittal shall initial corrections in ink.

By submitting a submittal, the firm warrants that any services provided to FCS will meet or exceed the specifications set forth in this solicitation except as may be otherwise noted in the firm’s exceptions.

An authorized officer of the firm shall sign all submittals.

Offeror(s) are notified that they must thoroughly examine submittal documents which include, Cover Sheet, Table of Contents, Submittal Conditions, Specifications, Request for Sealed Submittal and Offeror’s Checklist, together with Addenda thereto issued prior to the receipt of submittal.

No oral interpretations will be made to Offeror(s) as to meaning of submittal documents. Requests for such interpretations shall be made in writing to the Executive Director of Contracting. Failure on the part of the Contractor to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by FCS. All interpretations made to the Offeror(s) shall be made in the form of addenda to the Offeror(s) shall be made to the form of addenda to the submittal documents and sent to all Offeror(s). Offeror(s) are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if configuration, structure, condition, etc. of the site will influence the submittal for contract performance.

5. ADDENDA

Interpretations of submittal documents will be made by Addenda only. Copies of all addenda will be posted on the Capital Program Contracts website www.fcscpcontracts.org for all who have obtained a set of submittal documents from the Capital Program to use in the preparation of submittals. FCS will not be responsible for any other interpretations or explanations.

6. WITHDRAWAL OF SUBMITTALS

A proposal submittal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to FCS prior to the time set for receiving submittals, or unless FCS fails to accept or reject the submittal within one hundred and twenty (120) days after the date fixed for receiving said submittal.

7. COMPLIANCE WITH LAWS

All goods and/or services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all FCS policies, procedures, operating guidelines and/or regulations. Offeror must and shall comply with all
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of FCS data, including student data, personnel information and other confidential information. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All bidders shall include a notarized affidavit stating with specificity any “trade secret” as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a)(34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division.

8. PROTESTS

Protests dealing with the solicitation shall be filed not later than three (3) working days prior to the sealed qualifications due date. Other protests shall be filed not later than three (3) working days after the sealed qualifications due date, or if the protest is based on subsequent action of the FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge of the facts given rise to the protest. Protests are considered filed when received by the Executive Director of Contracting. Issues not raised in the initial protest may be deemed waived at the discretion of FCS. Protests which are not filed in a timely manner, as set forth above will not be considered.

The FCS reserves the right to continue with the project, notwithstanding a protest, if it finds, in its sole determination, that continuing with the project is in the public’s best interest.

9. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS

The terms and conditions contained in this solicitation comprise the contract terms and conditions proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose up to 100 points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may also result in an Offeror’s proposal being deemed to be nonresponsive.

Nonetheless, if an Offeror must take exception to the contract terms, the exceptions to the scope of work and/or technical requirements must be clearly identified along with the reason for the exception and submitted with Offeror’s proposal on Appendix II attached. Similarly, if Offeror must propose modifications to the solicitation’s contractual terms, then Offeror must use Appendix III to specifically identify the contract provision Offeror seeks to modify, the reason for the proposed modification and Offeror must provide the specific contract language Offeror proposes to substitute in place of the provision. Offerors who
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

submit a proposed or sample contract must still specifically identify each proposed modification using Appendix III. These Forms shall be placed in the proposal immediately after the executive summary.

Proposed exceptions and proposed modifications must not conflict with or attempt to preempt the mandatory requirements set forth in the Special Stipulations Section of this solicitation.

No exceptions or proposed modifications will be considered after the proposal due date unless such modification is specifically requested by FCS. Offerors are cautioned to limit exceptions and proposed contract modification as they may be determined to be so material as to cause rejection of the Proposal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by FCS and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications which grant the Offeror an impermissible competitive advantage as determined by FCS in its sole discretion will be rejected.

If there is any question whether a particular exception or modification would be permissible the Offeror is strongly encouraged to inquire via written question to FCS prior to the deadline for submitting questions.

No exception or proposed contract modification shall be binding on FCS unless specifically accepted by FCS in writing and acknowledged by FCS as a change to the terms of the solicitation.

10. PURCHASING POLICY

The FCS Purchasing Policy and Procedures are incorporated into this solicitation (and, therefore, into any Agreement executed as the result of this solicitation) by reference. By participation in this solicitation, an Offeror, potential Offeror or firm agrees to be bound by the FCS Purchasing Policy and Procedures in any issue or action related to this solicitation or subsequent Agreement resulting from this solicitation.

Please go to www.fcspurchasingdept.org to review the FCS Purchasing Policy and Procedures –DJE.
SECTION II – CONTRACT AWARD

1. FORM OF AGREEMENT

Geotechnical Services, Environmental Site Selection Services, and Construction Inspection Services will be procured through a Professional Service Agreement (see Appendix IV for the form of agreement).

2. EXECUTED AGREEMENT

Professional Service Agreements will be executed with the responsible Offerors whose submittals are determined to be the most advantageous and of best value to Fulton County Schools.

3. CONFLICTS IN TERMS AND CONDITIONS

In the event of a conflict between terms and conditions in any document that will be part of the Agreement, the term or condition shall govern imposing more stringent requirements on the Contractor shall Govern.

4. OFFEROR’S APPLICATION FORM

In order to register your company with FCS’ vendor database, each Offeror will need to go to the FCS Capital Program Contracts Website located at www.fcscpcontracts.org and complete the vendor application.

5. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience any Agreement awarded through this Request for Qualification.

6. TERMINATION FOR DEFAULT

In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Contractor with this Request for Qualification, the FCS may reject the property or service and may terminate the Agreement for default.
SECTION III – OTHER

1. NON-DISCRIMINATION

It is the policy of the OWNER that in connections with all CONTRACTOR services rendered there be no discrimination against any prospective or active employee engaged in such CONTRACTOR services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (cancer), age, marital status, sexual orientation, political belief or affiliation or deny family care leave, therefore CONTRACTOR agrees to comply with applicable Federal and Georgia laws including, but not limited to Title VII of Civil Rights Act of 1964, as amended the Civil Rights Act of 1991; The Americans Disabilities Act of 1990; Age Discrimination Act of 1975 and Rehabilitation Act of 1973 (Section 504). In addition, CONTRACTOR agrees to require like compliance by all Sub Consultants employed by CONTRACTOR on the Project.

2. FCS NON-DISCRIMINATION

FCS does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Contracting solicitations.

4. DRUG-FREE WORKPLACE

By submission of a submittal, the Offeror certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or drug during the performance of the Agreement and that a drug-free workplace will be provided for the Offeror’s employees during the performance of the Agreement. The Offeror also certifies that he will secure from any sub-consultant who works on the project for Offeror, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may result in suspension or termination of this Agreement or disqualification of such Offeror to participate in any future FCS projects.

5. CERTIFICATION OF NON-COLLUSION

By submitting a submittal, the Offeror certifies: “that this submittal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a submittal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud and that collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.”
SECTION III – OTHER

6. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all submittals are rejected, there shall be no liability on the part of FCS or the Board of Education for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

7. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law.

8. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and FCS and may not be modified or amended. These special stipulations are not subject to the “Exceptions and Proposed Contract Modifications” outlined in Section I, Paragraph 9, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. Failure to accept these special stipulations may result in your submittal being declared non-responsive.

(a) GOVERNING LAW. This solicitation and any Agreement arising out of the solicitation shall be interpreted under, governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts and waives any objections Offeror may now or hereafter have based on venue or forum non-conveniens.

(b) PROHIBITIVE AGREEMENTS. To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by FCS or requires FCS to expend funds for purposes other than educational purposes, or constitutes a waiver of FCS' sovereign immunity, or constitutes an illegal gratuity, or requires FCS' indemnification of Offeror is null and void.

(c) CONFIDENTIALITY, PRIVACY AND SECURITY. The Offeror's employees, agents and Subcontractors may have access to or become aware of FCS’ confidential information including without limitation FCS’s strategic plans, employee data, student data and other such information of FCS (collectively referred to as the “Confidential Information”). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Offeror must maintain the highest levels of security in order to
SECTION III – OTHER

to preserve and protect the confidentiality of FCS’s data and to protect and prevent unauthorized disclosure and use of student and personnel information.

It is imperative to protect students’ privacy in order to comply with the Family Educational Rights and Privacy Act (20 U.S. § 1232g; 34 CFR Part 99) (“FERPA”), to avoid discrimination, identity theft or other malicious and damaging criminal acts. Offeror must and shall adhere to all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Offeror represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Offeror will also comply with the Children’s Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Contractor or a Subcontractor comes into contact with any student data or information, Contractor or Subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission. (FERPA, PPRA, COPPA, SDA, and all similar privacy laws may be collectively referred to herein as “Privacy Laws”).

In its own discretion, FCS may designate Offeror as a “school official” within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Offeror has a legitimate educational interest in student educational records and information. Offeror will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other Confidential Information of FCS that Offeror or Offeror's Subcontractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this proposal. Offeror is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Offeror by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Offeror. All Confidential Information and all other FCS data and information shall be returned to FCS by the Offeror, without charge, within five (5) business days of the completion of the services under this proposal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Offeror will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Offeror is an “operator” as defined by the Georgia Student Data Act (“SDA”), Offeror shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Offeror shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Offeror has acquired because of a student’s use of Offeror’s website, service, or application; (2) use information created or gathered by Offeror’s website, service, or application to amass a
profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Offeror shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student’s data within 45 days if FCS requests deletion of data under the control of FCS.

Offeror understands that FCS must comply with the SDA and Offeror shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Offeror shall: (1) provide FCS student data maintained by Offeror in electronic format unless Offeror demonstrates and FCS agrees, in FCS’ sole discretion, that the requested data maintained by Offeror cannot reasonably made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

(d) OPEN RECORDS ACT. Offeror acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their Subcontractor.

(e) HOLD HARMLESS AGREEMENT. The Offeror shall hold harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“FCS Indemnites”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's Subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Offeror or any Subcontractor; (c) the failure of the Offeror or Offeror's Subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's Subcontractor; (e) any security breach involving data in Offeror’s or Offeror's Subcontractor's possession, custody or control, or for which Offeror or Offeror's Subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror’s action(s) or inaction(s), or which are the result
SECTION III – OTHER

of any Subcontractor’s action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this submittal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under an Agreement. The Offeror’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of any FCS Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnitee.
1. AGREEMENT TYPE

The type of Agreement shall be a fee-based for services identified on the Fee Schedule.

2. AGREEMENT FORM

The form of Agreement is Professional Service Agreement shown (Appendix IV) of this Request for Qualification.

3. AGREEMENT TIME FRAME

Agreements shall be effective on the date of FCS’ execution of the same and shall terminate when FCS determines that no additional work is required.

4. ASSIGNMENT OF PROJECT

Projects will be assigned on an as needed basis.

5. QUALIFICATION PERIOD

The list of qualified firms will remain current for up to five (5) years. The five years shall consist of a base period and four (4) one-year option periods. The exercise of any option to use the list during any option year shall be at the sole and absolute discretion of FCS. In addition, FCS may decline to exercise any option (and any subsequent option periods, if applicable), by issuing a new solicitation for additional qualified Geotechnical, Environmental Site Selection, and Construction Inspection Services, thereby terminating the then-current approved list.

6. OWNER’S REPRESENTATIVE

The Owner Representative for FCS is Doug Carey, Director of Capital Planning or his designee, who will be responsible for the day-to-day administration of the Agreement.

7. RECEIPT OF ADDENDUM CLAUSE

Offerors are encouraged to view the FCS Capital Program Contracts website prior to submission date to determine if any addendum has been issued for which they have not received. Addenda issued to solicitations will be available at the FCS Capital Program Contracts Website located at www.fcscpcontracts.org. However, FCS Capital Program Contracts shall not bear responsibility for receipt of addenda by mail.
8. **SUBMITTALS**

Offerors are responsible for submitting bids/offers/submittals so as to reach the FCS Capital Program Contracts office by the time and date specified in the solicitation regardless of the method of delivery (i.e., commercial carrier or U.S. Postal Service). If using a commercial delivery service, the Offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

FCS shall not be responsible for the premature opening of a submittal not properly addressed and identified and/or delivered to the incorrect destination.

9. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Offeror’s full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract bid and any contract award. Offeror is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix I) with Offeror’s proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in Appendix I with your sealed qualifications submittal shall result in your submittal being declared non-responsive. If an Offeror claims one or more of the documents is inapplicable then the Offeror shall mark the form “Not Applicable” and provide it within their submittal. FCS reserves the right to request additional information from the Offeror to substantiate information provided to FCS. The failure to respond to such a request may result in the Offeror being determined to be non-responsive.

Pursuant to O.C.G.A. § 13-10-91 no Offeror or Subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Offeror or Subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Offeror, Subcontractor, or sub-Subcontractor of such Offeror or Subcontractor, shall also be required to satisfy the requirements set forth herein.

10. **COMMUNICATION WITH STAFF**

All questions and/or correspondence during the qualifications process shall be directed in writing to the Executive Director of Contracting.

During the period of solicitation, submittal and evaluation, no Offeror shall contact any member or employee of FCS concerning the solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.
11. PIGGYBACK CLAUSE

This solicitation allows for other State and Local Governments to buy under the awarded contract at the same prices quoted during the effective term, pending agreement between Offeror and the third-party entity.

12. COVID-19

Required Precautionary Measures for COVID-19

The novel coronavirus, SARS-CoV-2 ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. Offeror acknowledges that Offeror, its employees, agents and Subcontractors (collectively, including Contractor, the “Offeror Parties”) are at risk of exposure to COVID-19 in any public place where people are present, including without limitation while on site at any property of FCS (the “District”).

Any person entering District premises waives all civil liability against the premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

Offeror must comply, and ensure compliance by all Contractor Parties, with the provisions of this Section and all applicable laws, rules and regulations, including any then-effective Executive Order issued by the Georgia Governor’s Office, regarding COVID-19 precautions, as well as all District policies and guidelines. Such measures shall at a minimum include implementation and compliance with the requirements of this Section.

(a) Offeror Parties shall:

(i) Screen and evaluate workers for Symptoms of COVID-19; (e.g., symptoms identified by the Centers for Disease Control and Prevention as symptoms of COVID-19, including without limitation at least the following: fever or chills; cough; shortness of breath or difficulty breathing; fatigue; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; and diarrhea). Workers who exhibit symptoms of COVID-19 shall not report to work or enter the jobsite;

(ii) Post a sign at the jobsite stating that individuals who have symptoms of COVID-19 shall not enter the jobsite;

(iii) Provide Personal Protective Equipment (e.g. facemasks, protective gloves, protective clothing, protective garments, and shoe coverings) as available and appropriate to the function and location of the worker within the jobsite;

(iv) Provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;

(v) Enhance sanitation as appropriate and disinfect common surfaces regularly;

(vi) Require handwashing or sanitation at appropriate places within the jobsite;
(vii) Prohibit handshaking and unnecessary person-to-person contact; and
(viii) Require workers to wear face masks, face coverings and/or face shields at all times when the worker is inside a facility or building at the jobsite.

(b) While on site, Offeror must require and enforce Social Distancing (as hereinafter defined) among all Offeror Parties to the extent then required by law. If Social Distancing is not then required by law, Offeror must still require and enforce Social Distancing among all Offeror Parties to the extent practicable while on site, until further written notice from the District. As used herein, “Social Distancing” means keeping space between each person and other people. Persons practicing Social Distancing should stay at least six (6) feet from other people and avoid assembling in groups. The Social Distancing requirement does not apply to cohabitating persons, family units, or roommates residing together in private homes, whether inside or outside of their homes or place or residence.

(c) For contact-tracing purposes, Offeror must record the names and telephone numbers of all Offeror Parties who are on site each day; this may be accomplished through a daily sign-in sheet or other such documentation. The daily sign-in sheets or other such documentation must be maintained by Offeror for a period of twelve months after the expiration or earlier termination of this contract, and Offeror shall provide copies of the same to the District promptly upon request. This subsection (c) shall survive the expiration or earlier termination of this agreement.

(d) All known cases of COVID-19 among Offeror Parties and all known cases of exposure to COVID-19 among Offeror Parties must be immediately reported to the District by submitting an email to COVID19reporting@fultonschools.org, reporting a diagnosis and/or exposure to COVID-19. Names and other personally identifiable information of the persons diagnosed or exposed shall not be reported to the District. Offeror will, however, take appropriate action to ensure any person diagnosed does not return to the jobsite until medically cleared to return; and each person exposed to COVID-19 does not return to the jobsite until symptom-free for at least 14 days from the last known exposure to COVID-19.

(e) The District shall have the right to suspend the work or modify protocols applicable to the work, without incurring damages for delay or other liability, due to (i) any known cases of, or exposure to, COVID-19 among the Offeror Parties, and/or (ii) any legal requirements mandating suspension of the work or modification of protocols applicable to the work due to COVID-19.

(f) Indemnification and Waiver of Liability. By entering into this contract, Offeror acknowledges and agrees that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering onto the jobsite, and in consideration of the benefit of this contract, all Offeror Parties voluntarily assume all risks related to exposure to COVID-19 and forever waive and release from liability, discharge, indemnify and hold harmless Fulton County Schools, Fulton County Board of Education, and their respective, officers, board members, employees, agents, contractors, and volunteers.

CAPITAL PROGRAM CONTRACTS
6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fcscpcontracts.org
(collectively, “District Parties”) against all liabilities, claims, suits, and damages for illness or injury, including death, related to exposure to COVID-19. Offeror further covenants not to sue, agrees not to file, nor cause to be filed, nor participate in, any lawsuit, claim, counterclaim, legal action or threat of legal action against the District Parties as a result of any Offeror Parties or their respective contacts contracting COVID-19 or other illness, including claims for illness or injury, including death. If Offeror Parties or their respective contacts take any steps to make any claim(s) against any District Parties, Offeror shall be obligated to pay all attorneys’ fees and costs incurred by the District Parties as a result of such claim(s). This Section shall survive the expiration or earlier termination of this agreement.
A. PURPOSE

FCS intends to enter into a Professional Service Agreement for the services with one (1) or more firms to provide Geotechnical Services, Environmental Site Selection Services, and Construction Inspection Services. To qualify for consideration, a firm shall possess and be prepared to provide expertise, resources and personnel experienced in providing one (1) or more of these services in Fulton County, Georgia. In the qualification submittal, firms are to clearly document their experience and credentials. Firms can select one (1) or multiple service offerings but must show proficiency in each one to be considered for eligibility to provide services in that area.

B. SCOPE OF WORK

The intent of this Request for Qualification is to select contractors capable of performing all of the services listed below. The district may choose multiple contractors to perform one (1) or all these functions. The specific services that may be required in this RFQ are the following:

1. ENVIRONMENTAL SITE SELECTION SERVICES

   a. ENVIRONMENTAL ASSESSMENT

      Provide Phase I Environmental Assessments in accordance with ASTM (American Society for Testing and Materials Environmental) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (or then-current ASTM Standard) and include the field investigation and data collection for the site evaluation. This task should also include identification of available public records of past or present activities on the site, or in the immediate vicinity of the site, that may result in contamination or deposition of hazardous waste materials. If deemed necessary, provide a Phase II or Phase III Environmental Assessment.

   b. PRELIMINARY SCHOOL SITE ASSESSMENT

      Provide a Preliminary School Site Assessment to include all the information necessary for the completion of the “Preliminary School Site Assessment Report and School Site Approval Form” (or then-current form(s)) for submission to the Georgia Department of Education.

   c. RISK/ HAZARD ANALYSIS

     Provide an Environmental Site Risk/ Hazard Analysis of the proposed site performed in accordance with the guidelines established by the Georgia Department of Education. This study should be performed by a registered, professional engineer licensed to do business in the State of Georgia and should include, but is not limited to, identification of the potential hazards in the vicinity of the site, evaluation of the risk/hazard and the potential impact of a specific type of hazardous occurrence to the students and occupants of the school. Gather information from all appropriate entities that will identify hazards that could potentially affect the occupants in case of a major environmental incident. Recommendations for mitigating each identified hazard should also be included.
2. INITIAL WETLANDS ASSESSMENT, ENDANGERED SPECIES AND ARCHEOLOGICAL REVIEW

a. Wetland Delineation

The proposed Scope of Work shall include field delineation of jurisdictional wetlands and waters on the site using the Routine Onsite Determination Method as found in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, as may be revised and supplemented. Wetland boundaries shall be marked with plastic survey flagging and shall be marked on a site plan, provided by Client, by a trained and qualified wetland professional.

b. Wetland Verification

If wetland areas are identified, prepare and submit a letter request, along with the wetland field data forms, to the USACE for verification of the field delineation.

Request and arrange a USACE site visit. If no wetlands are detected on the site, request a confirmation of non-jurisdiction status from the USACE.

c. Preliminary Endangered Species and Archeological Review

Review the databases of listed endangered species and nearby archeological sites provided by Environmental Data Resources to provide a preliminary assessment of the site. This assessment should be limited to a preliminary literature review and does not include ground reconnaissance and confirmation.

3. ENVIRONMENTAL SERVICES

a. Wetland Permitting and Continued Consulting

If wetlands or jurisdictional waters are identified in areas disturbed by construction, it will be necessary to obtain appropriate permits from the USACE and local regulatory agencies. An appropriate scope of work should be developed at the completion of the initial wetlands’ assessment.

b. Endangered Species and Archeological Consulting

Comprehensive endangered species and/or archeological services should be provided. If requested, an appropriate scope of work can be developed at the completion of the initial literature review.

4. GEOTECHNICAL SERVICES

a. SEISMIC REFRACTION SURVEY

Provide seismic refraction survey. Prior to the field work, review available aerial and topographic maps to properly locate the seismic refraction traverses and optimize the data collected for evaluation of the subsurface conditions. Provide a total number of traverse lines, the number of linear feet for each, to provide the footage for profiles to depths. Provide the translation for the number of acres of land for traverse. The traverses should be located in order to minimize clearing cost.
5. GEOTECHNICAL EXPLORATION

   a. WATER AND STORMWATER TESTING

      1. Water testing and surveys.

      2. Microbiology water and soils sampling and testing.

      3. Litigation support, as necessary, specifically defined as deposition/trial/arbitration preparation and testimony, and expert report preparation.

6. ACCESS MACHINE CLEARING

   As required, provide machine to clear a wooded site for geotechnical work to be performed.

7. CONSTRUCTION INSPECTION SERVICES

   a. CODE COMPLIANCE

   Provide inspection services of building structures and systems as required by FCS before, during, and after construction to determine compliance with all applicable building codes and ordinances relevant in the local jurisdictions within Georgia, state and/or federal law. Inspection services shall be provided for the following system and areas:

      • Compliance with Stormwater Pollution Prevention Plan
      • Building Envelope (including roofing, exterior cladding, glass and glazing)
      • Energy
      • Energy Conservation
      • Lab Classrooms
      • Structural
      • Accessibility
      • Existing Building Conditions
      • Exterior (wall covering, eves, soffits, doors, windows, etc.)
      • Asphalt Coring
      • Building pad density certification
b. MATERIAL TESTING

1. Provide special construction materials inspection services include, but not limited, to the following services. All inspections and testing shall include reports.
   - IBC required verification and inspection of steel construction.
   - IBC required verification and inspection of concrete construction.
   - IBC required verification and inspection of masonry construction.
   - Civil testing (including asphalt, concrete pavements, and drainage systems)

2. A committee will determine whether a firm is qualified to perform work for FCS by reviewing the firm’s qualifications as defined in this RFQ. On an annual basis, each firm will be evaluated to determine whether that firm will remain as a qualified service provider or ineligible for future FCS assignments.

3. Projects will consist of, but not limited to: new facilities, roofing projects, athletic venues, irrigation system upgrades, storm detention, paving and site improvements.

4. The purpose of this process is to select qualified firms of various disciplines to which current and future Capital Program Projects will be assigned. Additional staff extension of services may also be requested by FCS for various tasks.

C. COMPENSATION

Compensation for task orders where requested by FCS will be based on rates as defined in Appendix IV Exhibit B of this solicitation. Where applicable Offerors shall provide a proposed rate for these classifications in conjunction with their sealed qualifications. If the Offeror elects not to pursue consideration for a particular service offering, the Offeror may mark N/A for rate(s) associated with that classification. The proposed rate which will be developed from the information provided by Offerors participating in this RFQ.

D. EVALUATION AND SELECTION PROCESS

The services being sought under this RFQ are considered to be professional in nature.
E. AGREEMENT ASSIGNMENTS

Projects will be awarded at later dates. Assignment of projects, Board approvals and agreement execution will take place as project schedules dictate.
REQUEST FOR QUALIFICATION

A. THE SUBMITTAL

1. Offeror’s Responsibility:

   It shall be the responsibility of the selected firm(s) to meet all specifications and guidelines set forth herein. No submittal will be considered that does not provide a serious and reasonable response to the solicitation. Each submittal will be evaluated in its entirety.

2. Evaluation Factors: Submittals will be evaluated on the following factors:

   | Business Stability: | 20% |
   | Technical Capability: | 50% |
   | Problem Solving Skills & Creativity: | 20% |
   | Exceptions & Modifications | 10% |

3. Submission of Submittal:

   Submittals shall be submitted in six sections: (I) executive summary, (II) general information, (III) business stability, (IV) technical capability, (V) problem solving skills and creativity and (VI) a table of proposed hourly rates for consulting services. Five (5) copies of the submittal shall be provided in a loose-leaf, three-ring binder. The Offeror’s submittal shall be limited to 30 pages, with page type not being smaller than ten (10) point font. Double-sided pages will be counted as two pages. Financial statements and the table of hourly rates will not count towards the maximum limit.

B. PREPARING THE SUBMITTAL

   Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, each page containing such information must be stamped “proprietary.” It is not acceptable to label the entire submittal as confidential and proprietary.

   Submittals shall contain the following minimum information and be organized in the sections identified below.

   Provide cover sheet as follow:

   Titled:

   Fulton County Board of Education
   Request for Qualification Number 406-22
   Geotechnical, Environmental Site Selection Services, and Construction Inspection Services
   Submitted by: (Name of company)
C. SUBMITTAL SECTIONS

SECTION I – EXECUTIVE SUMMARY:

An executive summary of not more than two (2) pages stating the firm’s areas of expertise, interest and proposed commitment to the FCS building program. Within the first paragraph of the executive summary, engineering firms should clearly state the type(s) of building CONTRACTOR services for which they are submitting qualifications.

SECTION II – GENERAL INFORMATION:

1. General Information Page

   a) Name of firm

   b) Names of Principals of the firm

   c) Type of Organization (Individual, Partnership, Corporation, Joint Venture, etc.)

   d) Names and titles of individuals authorized to bind this firm in contracted agreements

2. Detail Information Sheet(s)

   a) Office Address (main office)

   b) Mailing Address (main office)

   c) Office Address for office which will be responsible for providing consulting services

   d) Name of main contact regarding this submittal

   e) Telephone Number

   f) Email Address
SECTION III- BUSINESS STABILITY

1. **History and Organizational Structure of the Firm** - Provide a cover letter introducing the company and including corporate name, address, and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company’s primary contact with FCS for negotiations and the name of the project manager. A brief history of the company and present organizational structure of the firm describing the management organization, permanent employees by discipline and this projects coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.

2. **Financial Status** - Describe the financial status of the firm; include the financial statements (income statements and balance sheets) for the past two (2) accounting years.

3. **References** - Provide the name, title, phone number and email address from a minimum of five (5) references from previous clients for which your firm has performed comparable services. References should be for services completed within the last five (5) years and for services similar in nature to which FCS is seeking.
   
   a. Name of School System/Other Program:
   
   b. Name/Title of Contact Person:
   
   c. Mailing Address:
   
   d. Telephone Number:
   
   e. Type of Project (Consulting, project management, etc.):
   
   f. Specific employees of firm who participated and in what capacity:

4. **Subcontractors** – Indicate the names and addresses and degree of utilization of any and all Subcontractors, which would be used in the performance of this contract.

5. **Previous Default** - Indicate if you have ever been defaulted on an Agreement or been denied participation due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm is now involved in any litigation or in the past ten (10) years have been involved in litigation with clients, please explain.

   **Indicate whether or not your company, any subsidiary, or any related division or entity has ever defaulted on a contract with FCS. If yes, please provide details.**
SECTION IV- TECHNICAL CAPABILITIES

1. Methodologies:

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements of this RFQ. This should include specific information such as planning, project coordination, field procedure, costing, valuation techniques and/or report writing. Provide an outline of the project team that will be employed. The project outline should clearly describe the numbers and professional category of personnel to be assigned, the chain of command of the organization (including the names of key personnel) and any other details that will aid in understanding how an assigned project, whether large or small, is proposed to be accomplished. The capability of the firm to deliver the services in an efficient and timely manner shall be clearly described in this section. The capability of the firm to deliver the services in an efficient and timely manner shall be clearly described in this section. Describe how your team would interact with FCS staff., school leadership with school leadership and Program Management.

2. Capabilities:

a. FCS is looking to pre-qualify service providers in the following areas of expertise: Geotechnical, Environmental Site Selection Services, and Construction Inspection Services.

b. Provide for each area of expertise the following information: number of full-time employees providing these services, certifications held by full time employees in this area, and professional association memberships for firm and employees, professional activities including articles published, presentations, teaching assignments and technical committee work and industry awards and recognition. If Offeror intends to subcontract any services identified or related to this RFQ, provide a list of those services.

c. Demonstrate appropriate expertise and leadership in providing services within state of Georgia. Provide a minimum of three (3) projects.

d. Provide resumes outlining the qualification of each key staff member who will be assigned to FCS projects. The resumes shall include the individual’s educational background, professional category (including certifications, licenses, etc.) and relevant work experience, including similar project participation. Resumes should note whether relevant experience was with the Offeror’s firm, or whether the experience was acquired with another firm.

e. Demonstrate the Offeror’s ability to administer the FCS assignments locally and to assign the necessary support staff.
f. Show ability to guarantee cost effectiveness in the solutions provided as evidenced by the results of successful projects and assignments with other school districts.

g. Describe your firm's experience in establishing and maintaining relationships with regulatory entities, and with assisting in obtaining local and state permits for school construction or similar programs. Include details regarding the securing of building permits, and any other permits related to school construction or similar projects in Fulton County.

h. Describe specifically the inspections procedures associated with both gravity retaining and geosynthetic reinforced soil segmental retaining walls. Include what code inspections are required, frequency of those inspections, and unique inspection requirements that may be associated with a segmental retaining wall constructed under a performance specification.

SECTION V - PROBLEM SOLVING SKILLS & CREATIVITY

1. Provide a minimum of three (3) examples where your firm used its creativity and problem-solving skills to solve a problem that was uncovered during or arose out of your firm’s performance of services (in any category of services identified in this RFQ). Describe the benefit of your solution to the Owner. Three descriptions of problem solving in three different service categories is preferred.

2. Describe in detail why FCS should enter into an Agreement with your firm. What strengths would cause an Owner to select your firm over others?

SECTION VI – PROPOSED COMPENSATION RATES

Provide compensation rates based on the compensation in Appendix IV, Exhibit A.
REQUEST FOR SEALED SUBMITTAL

DATE: ______________________
TIME: ______________________
RFQ NO.: ____________________

NAME OF COMPANY: ________________________________

The Fulton County Board of Education
6201 Powers Ferry Road NW
Atlanta, Georgia 30339

Gentlemen:

Having carefully examined the submittal Conditions and Specifications entitled “GEOTECHNICAL, ENVIRONMENTAL SITE SELECTION, AND CONSTRUCTION INSPECTION SERVICES” for the performance of subject work all dated ________, and the Addendum(s) ____________, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.
COMMITMENT TO PERFORM AS PROPOSED

Respectfully Submitted,

__________________________
Name of Company

__________________________
Address of Company

__________________________
E-Mail Address
(All Correspondence will be sent to this email address)

__________________________
Business Telephone Number

__________________________
Fax Number

__________________________
Printed Name and Title

__________________________
Signature

__________________________
Date

The full names and addresses of persons and firms interested in the foregoing submittals as principals are as follows:

__________________________

__________________________

The legal name of the proposer is:

__________________________
OFFEROR’S CHECK

PROJECT: ____________________________________________________________

RFQ NO.: __________________________________________________________

☐ We have acknowledged receipt of addendum(s) received.

☐ Five (5) submittals, (1) original (4) copies and one (1) thumb drive, of all information requested have been provided.

☐ The submittal has been signed by an authorized principal or authorized official of the firm.

☐ No conditions, restrictions or qualifications have been placed by the company on this submittal that would have the submittal declared non-responsive.

☐ We are prepared to provide the insurance required in this solicitation.

☐ We have submitted notarized Georgia Immigration and Security Forms.

______________________________
COMPANY NAME

______________________________
TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

______________________________
SIGNATURE OF PERSON COMPLETING CHECKLIST

______________________________
DATE

______________________________
(COMPANY FEDERAL ID NUMBER)

______________________________
(COMPANY E-MAIL ADDRESS)

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE SUBMITTAL

RETURN WITH SUBMITTAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Ronnie Wade, 6201 Powers Ferry Road NW, Sandy Springs, Georgia 30339, or phone (470) 254-4585.
APPENDIX I

IMMIGRATION AND SECURITY FORMS
If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the Contractor MUST INITIAL the statement applicable to Contractor below:

(a) ______ (Initial here): Contractor warrants that, Contractor has registered at https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement; or

(b) ______ (Initial here): Contractor warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception]; or

(c)_______ (Initial here) Contractor is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) ____ (Initial here) Contractor will not employ or contract with any Subcontractor in connection with a covered contract unless the Subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
4) **(Initial here)** Contractor agrees that, if Contractor employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the Subcontractor’s attestation of the Subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the Subcontractor’s agreement not to contract with sub-Subcontractors unless the sub-Subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.

5) **(Initial here)** Contractor agrees to provide the Fulton County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Firm Name: ____________________________________________

Street/Mailing Address: ________________________________

City, State, Zip Code: _________________________________

Telephone Number: ________________________________

Email Address: ________________________________

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF __________________, 20___

________________________________________
Notary Public
My Commission Expires: ________________________
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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, as amended. 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).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said Subcontractor:

(a) is registered with and participates in the federal work authorization program.

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-Subcontractor Affidavit or other applicable verification procured by Subcontractor at the time of contract with the sub-Subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such Subcontractor Affidavit or other permissible verification to the Fulton County Board of Education within five (5) business days after receiving the said Affidavit or verification.

CAPITAL PROGRAM CONTRACTS
6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fcscpcontracts.org 35
(4) Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-Subcontractor affidavits and all other lower tiered affidavits) within five (5) business days of receipt.

EEV/Basic Pilot Program User Identification Number ____________________________ Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name ____________________________ Date ____________________________

BY: Signature of Authorized Officer or Agent ____________________________ Date ____________________________

Title of Authorized Officer or Agent of Contractor ____________________________

Printed Name of Authorized Officer or Agent ____________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF____________________, 20____

Notary Public
My Commission Expires:____________________
By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation ("Subcontractor") is engaged in the physical performance of services under a contract with ____________________________ (name of contractor), which has a contract with the Fulton County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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. 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).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-Subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-Subcontractor:

   (a) is registered with and participates in the federal work authorization program.

   (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

   (c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-Subcontractor Affidavit or other permissible verification procured by sub-Subcontractor within five (5) business days after receiving the said Affidavit or verification.
Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-Subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-Subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number   Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent   Date

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ______________________, 20____

Notary Public
My Commission Expires: ____________________
By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation (“Sub-Subcontractor”) is engaged in the physical performance of services under a contract with ______________________________ (name of contractor), which has a contract with the Fulton County Board of Education.

(2) Sub-Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate 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. 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).

(3) Sub-Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Sub-Subcontractor agrees that the Subcontractor will not employ or contract with any sub-Subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-Subcontractor:

   (a) is registered with and participates in the federal work authorization program;

   (b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

   (c) agrees to provide Sub-Subcontractor with notice of receipt and a copy of every sub-Subcontractor Affidavit or other permissible verification procured by sub-Subcontractor at the time the sub-Subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
Sub-Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-Subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-Subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number  ___________________________  Date of Authorization  ___________________________

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY:  Authorized Officer or Agent  ___________________________  Date  ___________________________

(Subcontractor Name)  ___________________________

Title of Authorized Officer or Agent of Subcontractor  ___________________________

Printed Name of Authorized Officer or Agent  ___________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF ______________________, 20____

Notary Public  ___________________________
My Commission Expires:  ___________________________
APPENDIX II

OFFEROR’S EXCEPTIONS FORM
OFFEROR’S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFQ terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may result in an Offeror’s proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take an exception the Offeror shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at FCS’ discretion.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section #, paragraph #, title, clause</th>
<th>Exception Taken and Reason</th>
<th>Proposed Resolution of Exception</th>
<th>Price / Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OFFEROR: ____________________________ (Name of Offeror) FCS RFQ No. __________

By: ____________________________ (Signature) Date: ________________

_______________________________ (Printed name)

_______________________________ (Title)

NOTES:

- All cells within a row must be completed for each exception.
- Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the scope of work and/or technical requirement in issue (e.g., Section – Request for Qualification, Paragraph 5, Technical & Functional Requirements, Subparagraph 5.1.15 "integration with LMS third party systems").
- Exception Taken: Specify exception and reason for exception.
- Proposed Resolution of Exception: Provide proposed resolution of the exception taken.
- Price/Schedule Impact: Identify impact to schedule and price, if exception or deviation is accepted.

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.
APPENDIX III

OFFEROR’S MODIFICATIONS FORM
OFFEROR’S MODIFICATIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFQ terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may result in an Offeror’s proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must propose modifications to any of the contractual terms contained in the solicitation the Offeror shall provide the requested information for each proposed modification in the table below. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using the format below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at FCS’ discretion.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section #, Paragraph #, title and clause</th>
<th>Modification Proposed and Reason</th>
<th>Proposed Contract Provision to be substituted</th>
<th>Price / Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OFFEROR: ______________________________________ (Name of Offeror)  FCS RFQ No. __________

By: ________________________________ (Signature)  Date: ______________

________________________________________ (Printed name)

________________________________________ (Title)

NOTES:

- All cells within a row must be completed for each proposed modification.
- Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the contract provision in issue (e.g., Section II, paragraph 4, Insurance, subparagraph D, Health Insurance, "sole and exclusive responsibility").
- Proposed Modification: Specify proposed modification to contractual term and reason for modification.
- Proposed Contract Provision to be substituted: Provide proposed contract provision to be used in place of the existing provision, if modification is accepted by FCS.
- Price/Schedule Impact: Identify impact to schedule and price, if modification is accepted.

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.
APPENDIX IV

FULTON COUNTY SCHOOLS

PROFESSIONAL SERVICE AGREEMENT

FOR

GEOTECHNICAL, ENVIRONMENTAL SITE SELECTION, AND CONSTRUCTION INSPECTION SERVICES

(CONTRACTOR FIRM NAME)
Exhibit A
Professional Service Agreement
For Geotechnical, Environmental Site Selection, and Construction Inspection Services

THIS AGREEMENT is entered into between _____________________________ hereinafter referred to as the “CONTRACTOR”, and the FULTON COUNTY BOARD OF EDUCATION, hereinafter referred to as the “Board” or the “OWNER.” This Agreement (the “Agreement”) shall be governed by the laws of the State of Georgia.

WHEREAS the OWNER is authorized to contract with a professional services firm trained to perform specialty services as required; and WHEREAS the CONTRACTOR is specially trained and experienced and competent to perform the special services pursuant to this Agreement, the parties hereto agree as follows:

1. If and as needed, Owner will request that the Contractor submit a proposal to provide services for specific project(s), using the proposal form provided by the Owner. Once a proposal is approved a purchase order will be issued.

2. The cost components that together constitute the Fee and Payment Schedule are stated in EXHIBIT B attached to and made a part of this Agreement.

3. The Terms and Conditions governing this Professional Service Agreement are stated in EXHIBIT C.

4. The insurance requirements are stated in EXHIBIT D, attached to and made a part of this Agreement.

5. The term of this Agreement shall begin on receipt of a fully executed Agreement and shall expire on the date that is one (1) year thereafter subject to Board approval. Notwithstanding the foregoing, OWNER shall have the option to renew this Agreement annually for four (4) additional terms of one (1) year each. So long as CONTRACTOR is not in default of this Agreement, the term shall automatically renew unless OWNER gives written notice to CONTRACTOR of non-renewal within thirty (30) days prior to the expiration of the then-current term or renewal term.

6. The OWNER agrees to pay the CONTRACTOR for services satisfactorily rendered in an amount not to exceed $XXX,XXX.xx.

7. The OWNER shall order CONTRACTOR services on an as-needed, project to project basis. Each order shall include a description of services to be provided. The CONTRACTOR shall submit a not to exceed fee for proposal for services based on its rates provided in EXHIBIT B, along with an estimate for expected reimbursable cost. This Agreement does not constitute a guarantee, promise or representation that any future project(s) will be awarded to the CONTRACTOR.
This Agreement, the Request for Qualifications, Sealed Qualifications, and any Exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

WITNESS the parties hereto:

The CONTRACTOR represents it has the background, knowledge, licensing (if required), experience and expertise necessary to provide the services set forth in this Agreement.

I understand that this Agreement is not valid, and no payment is authorized for services if the above representations are incorrect. I understand that this Agreement is not valid, and no payment is authorized for services until this document has been signed by the authorized signatory of the OWNER and ratified by the Board of Education.

CONTRACTOR: ________________________________
Name of CONTRACTOR Firm

By: ________________________________________ Date: __________
Name: 
Title: 

Attest: ______________________________________
Name: 
Title: 

If applicable: Georgia License Number # ________________

Federal Tax I.D. # __________
Address: 
Telephone: 

OWNER:
FULTON COUNTY BOARD OF EDUCATION

By: ________________________________ Date: ______________
Board Chair/President

Attest: ________________________________
Mike Looney, Ed. D., Superintendent

[End of Exhibit A]
Exhibit B

FEE AND PAYMENT SCHEDULE

GEOTECHNICAL, ENVIRONMENTAL SITE SELECTION, AND CONSTRUCTION INSPECTION SERVICES
### Exhibit B

**FEE AND PAYMENT SCHEDULE**

I. **PROFESSIONAL SERVICES**

- Principal Engineer/Project Manager ........................................ $ per hour
- Senior Engineer/Geologist (PE/PG) ........................................... $ per hour
- Senior Hydrogeologist ......................................................... $ per hour
- Registered Roof Consultant, (RRC) .......................................... $ per hour
- Project Engineer/Geologist ..................................................... $ per hour
- Staff Engineer/Geologist ....................................................... $ per hour
- Engineering Aide ...................................................................... $ per hour

II. **TECHNICAL SERVICES (CONSTRUCTION/FIELD QA/QC)**

- Field Engineer/Geologist/Senior Engineer Aide ........................ $ per hour
- Level IV Engineering Technician .............................................. $ per hour
- Level III Engineering Technician ............................................. $ per hour
- Level II Engineering Technician .............................................. $ per hour
- Level I Engineering Technician .............................................. $ per hour
- Fireproofing Technician ......................................................... $ per hour
- CWI (4 hr. minimum) ............................................................... $ per hour
- Level II ASNT Inspector (4 hr. minimum) ................................. $ per hour
- Roof Observer ......................................................................... $ per hour
- Senior Roofing Technician .................................................... $ per hour
- NPDES Inspector .................................................................... $ per hour
- IBC Special Inspector (masonry, reinforcing steel) ..................... $ per hour
- IBC Special Inspector (fireproofing, steel) ................................. $ per hour

III. **SUPPORT SERVICES**

- CADD Draftsman ...................................................................... $ per hour
- Word Processor/Secretary ....................................................... $ per hour

IV. **DRILLING SERVICES**

- **Mobilization of Equipment** (within a 50 mile)
  - ATV Drill Rig & Carrier .......................................................... $ each
  - Truck-mounted Drill Rig ...................................................... $ each
  - D-25 Trailer Mounted Skid Drill Rig ....................................... $ each
  - Each Additional Mile Over 55 Miles ..................................... $ per mile
  - Support Vehicle for Water Hauling ....................................... $ per day

- **Standard Penetration Test Borings, per ASTM D-1586** (Auger or Rotary Wash Drilling – Five SPT samples in upper 10 feet, then sampled on 5-foot centers thereafter)
  - 0-50 feet .............................................................................. $ LF
  - 50-100 feet .......................................................................... $ LF
Auger or Rotary Wash Borings (6" diameter max. without SPT)
0-50 feet .................................................. $________ LF
50-100 feet .................................................. $________ LF

GeoProbe Drilling & Sampling (excludes expendables)$_______ .00 per day

Grouting of Borehole (Bentonite/Cement)
0-50 feet .................................................. $_______ LF
50-100 feet .................................................. $_______ LF

4" Diameter Temporary Steel Casing (for Coring)
0-50 feet .................................................. $_______ LF
50-100 feet .................................................. $_______ LF

Rock Coring
NQ Size ______________________________________ $_______ LF
HQ Size ______________________________________ $_______ LF

Drilling Setup Charges
Rotary Wash Drilling .................................. $_______ per Boring
Rock Coring ................................................ $_______ per Boring

Time Rate Drill & Crew (includes all labor & equipment during normal 8 hour work day)
Includes charges such as delays beyond contractor's control, use of Drill & Crew for special in-situ testing, Site Restoration, Difficult Access to Boring Locations, Hauling of Water, etc .................................. $_______ per hour

Undistributed Shelby Tube Sample
Shelby Tube .............................................. $_______ per attempt

Standard Penetration Test (additional samples over ASTM D-1586 requirements or associated with borings where SPT samples are not generally being collected) .................................. $_______ each

Bulk Samples for Laboratory Testing (25 to 50 pounds) ................................ $_______ each

Patch Asphalt/Concrete at Boring Location ........................................ $_______ each

Temporary PVC Piezometers (ground water measurements: includes Labor & Materials)
0-50 feet .................................................. $_______ LF
50-100 feet .................................................. $_______ LF

Drilling - 2" Diameter Monitoring Well Installation (includes threaded, schedule 40 PVC, machine slotted screens, sand packs, and Bentonite Seal)
Materials & Labor ........................................ $_______ LF

Drilling - 4" Diameter Monitoring Well Installation (includes threaded, schedule 40 PVC, machine slotted screens, sand packs, and Bentonite Seal)
Materials & Labor ........................................ $_______ LF
Drilling for 6" to 8" Surface Casing Installation
0-15 feet ........................................................................................................... $ ______ LF

Monitoring Well Expendables (if time rate charges are utilized for well construction)
6" dia. PVC Schedule 40 Surface Casing ........................................... $ ______ per 5-foot section
2" dia. PVC Schedule 40 Casing ............................................................... $ ______ per 5-foot section
2" dia. PVC Schedule 40 Casing ............................................................... $ ______ per 10-foot section
2" dia. PVC Schedule 40 Screen (0.010") ............................................. $ ______ per 10-foot section
2" dia. PVC Schedule 40 Screen (0.010") ............................................. $ ______ per 5-foot section
2" dia. PVC Threaded Point ........................................................................ $ ______ each
2" dia. Locking Cap and Brass Dolphin Lock ........................................ $ ______ each
20/30 Silica Sand Pack .............................................................................. $ ______ per 50# bag
Bentonite Seal (medium pellets) ............................................................... $ ______ per 50# bag
Grout (Portland Cement) .......................................................................... $ ______ per 94# bag
8" dia. Steel Drop Lid Manhole (installation cost on time rate basis) .... $ ______ each
8" dia. Steel Bolt-Down Manhole (installation cost on time rate basis) .. $ ______ each
6" x 5' Round Aluminum Protective Casing (installation cost on time rate basis) $ ______ each
6" x 6" x 5' Steel Protective Casing (installation cost on time rate basis) .. $ ______ each
3" dia. Guard Posts (unpainted: installation cost on time rate basis) .... $ ______ each
2' x 2' x 4' Concrete Pad (labor & materials included) ......................... $ ______ each

IDW Handling, Decontamination, Safety, Well Permits
55-gal. Steel Drums ..................................................................................... $ ______ each
Transporting of Drums On-site ................................................................. $ ______ per hour
Transport and Disposal of IDW ................................................................. $ ______ per hour
OSHA Safety Devices (Level I) ................................................................. $ ______ per day
Decontamination (Includes steam cleaner and
decontamination of equipment and tools) ............................................. $ ______ per hour
Setup of Decontamination Stations ........................................................ $ ______ per hour
6-mil Polyethylene Sheeting (20' x 100') ................................................... $ ______ per roll
2" x 4" Lumber for Decontamination Station .......................................... $ ______ each

V. EQUIPMENT RENTAL
Organic Vapor Analyzer (OVA) ................................................................. $ ______ per day
Menard Pressure meter or Dilatometer .................................................. $ ______ per day
Packers ....................................................................................................... $ ______ per packer
Hand Auger ............................................................................................... $ ______ per day
Data Logger ............................................................................................... $ ______ per day
Generator ................................................................................................... $ ______ per day
Interface Probe ........................................................................................ $ ______ per day
Meter - Conductivity .............................................................................. $ ______ per day
Meter - pH ................................................................................................. $ ______ per day
Pump - Development/Centrifugal ............................................................ $ ______ per day
Pump - Well Surge/Submersible ............................................................... $ ______ per day
Pump - Sampling/Peristaltic ..................................................................... $ ______ per day
Water Level Indicator ............................................................................. $ ______ per day
Magnetometer .......................................................................................... $ ______ per day
Nuclear Hydrogen Gauge (Roof Surveys) ................................................ $ ______ per day

CAPITAL PROGRAM CONTRACTS
6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fcscpcontracts.org
VI. MISCELLANEOUS EXPENSES

♦ Commercial Travel................................................................. at Cost plus ___%
♦ Field Personnel Per Diem (outside metro Atlanta only) ............... $__________ per person/day
♦ Automobile Travel (non rental) ...................................... $__________ per FCS mile avg. rate
♦ Bit Surcharges (for asphalt & concrete coring) ......................... $__________/inch drilled/inch diameter

VII. SUBCONTRACTORS

Various Subcontract Fees (including Maintenance of Traffic, Dozers for site access/clearing, Surveying, etc.) ......................................................... at Cost plus ___%
Exhibit C
TERMS AND CONDITIONS
Geotechnical, Environmental, Site Selection, and Construction Inspection Services

1. Contractor Standard of Care. Contractor represents that it is possessed of that degree of care, learning skill and judgment which is ordinarily possessed by other members of its profession or field who specialize in providing such services for projects of the type, scope and complexity of the Projects, and further represents that, in the performance of the duties herein set forth, it will exercise such degree of care, learning skills and judgement as is ordinarily employed by members of its profession or field under similar conditions and like circumstances.

2. Authority of CONTRACTOR. CONTRACTOR’s authority to act on behalf of OWNER is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement. CONTRACTOR does not have the express or implied authority to obligate OWNER to any expenditure of money.

3. Ownership of Documents

a. Property of OWNER. The CONTRACTOR warrants that it is the author of the [Design Documents/Environmental Reports/ Due Diligence Materials/Inspection Reports/Surveys/Assessments] (“Materials”) prepared by it for the project and that it holds the copyright therein, subject to the last sentence of this Section. All Materials prepared by the CONTRACTOR and its Sub CONTRACTORs, and the designs and or information therein, shall become upon their creation in them, shall become upon their creation the property of the OWNER whether the Project is constructed or not. Without limitation to the foregoing, OWNER shall hold, and CONTRACTOR shall be deemed to have irrevocably assigned to OWNER in perpetuity with no reserved or retained rights to CONTRACTOR or to any other persons or entities, all copyrights to the Materials and to the designs and /or information therein.

b. Use by Owner. OWNER may use any Materials, and the designs and/or information therein, without CONTRACTOR’s consent, in connection with the Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Projects. CONTRACTOR shall not be responsible for losses arising from OWNER modification of any architectural or engineering designs in the Materials Documents without CONTRACTOR participation.

Delivery of Materials upon Termination. In the event of termination of this Agreement by either party for any reason, OWNER reserves the right to request and receive, and CONTRACTOR shall promptly provide and deliver to OWNER upon request, any Materials prepared to the date of termination by CONTRACTOR and its subconsultants for the Projects. Owner shall obtain and retain all ownership rights with regard to such Materials produced hereunder. Any dispute regarding the amount of any payment to be made by OWNER under this Agreement shall not diminish, restrict or limit the right of OWNER to own, receive and use the Materials, and the designs and/or information therein, as provided in this section. OWNER may withhold any payments due CONTRACTOR upon termination until copies of Materials prepared through the date of termination are furnished to
OWNER pursuant to the terms of this paragraph.

CONTRACTOR shall be permitted to retain copies, including reproducible copies, of the Materials for information and reference. Any dispute regarding the amount of any payment to be made by OWNER under this Agreement shall not diminish, restrict or limit the right of the OWNER to own, receive and use the Materials, and the designs and/or information therein, as provided in this section.

4. Applicable Laws, Orders of Governmental Authorities. CONTRACTOR shall, at all times in its performance of its obligations under this Agreement, comply with all applicable laws and lawful orders of Governmental Authorities. All Materials prepared by CONTRACTOR and its Sub CONTRACTORs shall be in compliance with applicable laws and lawful orders of Governmental Authorities in effect on the date such Materials were created. CONTRACTOR shall exercise professional care to keep informed and advise OWNER of possible changes in applicable laws and lawful orders of Governmental Authorities that could affect the Project and shall promptly inform OWNER of such changes in advance of their becoming effective.

5. Approval by OWNER. Neither the review or approval of, nor any request for corrections to, the Materials by OWNER, Governmental Authorities or any other Project team member shall be construed as relieving CONTRACTOR of its responsibility for the suitability, completeness and coordination of the Materials prepared by CONTRACTOR or its Sub CONTRACTORs. Any errors, omissions, or ambiguities in the Materials shall be resolved by the CONTRACTOR at no cost to the OWNER.

6. Time of Essence; Delay. All time limits set forth in this Agreement pertaining to CONTRACTOR performance of any obligation or act relating to or for the benefit of the Project are of the essence to this Agreement and shall not be exceeded by the CONTRACTOR. CONTRACTOR. If CONTRACTOR is delayed in the performance of its Services not due to any fault or neglect on the part of CONTRACTOR, such time shall be added to the time period for completion with no increase in the Services Fee, but neither OWNER nor CONTRACTOR shall be liable for any damages because of any such delay. CONTRACTOR shall promptly notify OWNER in writing in the event performance of Services will be delayed and reasons therefor.

7. Notice of Additional Services/Increase in Stated Cost Limitation. CONTRACTOR shall notify OWNER in writing within five (5) days after the date of discovery of any circumstance (including, without limitation, any direction or request by OWNER or its representatives) that CONTRACTOR reasonably believes will result in the increase in the expected cost of providing the Services or which will exceed any limitations in accepted Proposals for any Project. CONTRACTOR waives the right to compensation for additional Services performed beyond the scope of Services in any approved Proposal without prior written approval by OWNER that expressly acknowledges that such Services, and any accompanying increase in the Services Fee, are approved.

8. OWNER Approvals. Approval by OWNER of Materials prepared by CONTRACTOR or its subconsultants shall not relieve CONTRACTOR or its subconsultants of their responsibility for the completeness, accuracy, coordination or suitability of any Materials to be prepared by CONTRACTOR as specified in this Agreement and in any Proposal accepted in writing by OWNER.
9. **Surveys, Services and Reports**

   a. **No Warranty by OWNER.** Although CONTRACTOR shall be entitled to rely upon the accuracy and sufficiency of surveys, data, reports or other information furnished by OWNER in performing its obligations under this Agreement, OWNER shall have no liability to CONTRACTOR, other than as permitted by this Agreement for authorized Additional Services, in the event that such surveys, data, reports or other information are found to be inaccurate, incomplete or insufficient.

   b. **Notice of Defects.** OWNER and CONTRACTOR shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the Project or nonconformance with the Contract Documents.

   c. **Governmental Authorities.** OWNER shall pay all fees required by any local, state or federal agency for filing and checking any of the Design Documents of CONTRACTOR or its Sub CONTRACTORs and for building and related permits required by Governmental Authorities.

10. **Accompanying Documentation.** Each Invoice for payment for Services, including Additional Services, performed and compensated on an hourly (as opposed to a lump sum) basis shall include detailed time summaries that are broken down by timekeeper, task and time expended (block billings are not permitted) and copies of time sheets; and invoices, receipts and other documentation reasonably requested verifying the amounts of additional services reimbursable expenses for which reimbursement is sought in the invoice for payment. To the extent applicable, such invoice shall also include executed lien waivers in accordance with Georgia law.

11. **Time for Payments.** Payments of undisputed sums due shall be made by OWNER within thirty (30) days after receipt by OWNER of an Invoice for Payment that has been properly and timely prepared and submitted in accordance with this Agreement and accepted by the OR. No payment to the CONTRACTOR shall be deemed an acceptance of Work not completed in accordance with this Agreement. Final payment of sums due to CONTRACTOR pursuant to an Invoice for Payment prepared and submitted by CONTRACTOR in accordance with the requirements of this Agreement shall be made by OWNER to CONTRACTOR no later than forty-five (45) days after Final Completion of the Project. Making of such final payment by OWNER shall not release or limit CONTRACTOR’s obligation to perform those Basic Services or Additional Services that are required by this Agreement to be performed after Final Completion of the Project.

12. **Payment Disputes and Withholding by OWNER.** OWNER shall have the right, after written notice to CONTRACTOR, to withhold from payment to CONTRACTOR any amounts in dispute, including without limitation any losses incurred by OWNER due to Design Defects in the Design Documents or errors in any Materials prepared by CONTRACTOR or its Sub CONTRACTORs or a failure by CONTRACTOR to perform any obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of OWNER or CONTRACTOR with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement.

   CONTRACTOR shall continue performance of its services pending final determination of disputes relating to such withholding. CONTRACTOR shall not be entitled to any interest on any funds withheld under this
paragraph.

13. **Inspection by Owner of Records.** CONTRACTOR and its subCONTRACTORS shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any Services provided under this Agreement. CONTRACTOR and its subCONTRACTORS shall maintain such records in sufficient detail to permit OWNER, OWNER independent auditors, or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value and charges for Services performed under this Agreement in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of four (4) years after the Project completion or earlier termination of the Agreement.

a. **Audit.** OWNER, OWNER independent auditors, or a designee of any of them, shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in CONTRACTOR and its subCONTRACTORS’ performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that is charged to OWNER on an hourly basis. Such right to audit shall include inspection at all reasonable times at CONTRACTOR offices or facilities. In addition, CONTRACTOR shall, at no cost or expense to OWNER, furnish facilities and cooperate fully with the audit. Upon request, CONTRACTOR shall provide reproducible copies of books, records and other documents in the possession of CONTRACTOR and its subCONTRACTORS that are applicable to this Agreement for reproduction by OWNER or its designee.

b. **Reimbursement.** To the extent that an audit by OWNER, OWNER independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Project by CONTRACTOR, CONTRACTOR agrees to remit the amount of the overpayment to OWNER within five (5) days after demand.

14. **Termination by OWNER**

a. **For Cause.** If OWNER determines CONTRACTOR has failed to perform in accordance with the Agreement, OWNER may terminate all or part of the Agreement for cause upon seven (7) days written notice.

b. **For Convenience.** OWNER may terminate or suspend performance of all or part of this Agreement for convenience and without cause anytime upon ten (10) days written notice to CONTRACTOR, in which case OWNER will, within forty-five (45) days after receipt and OR acceptance of invoice prepared in accordance with Agreement, pay CONTRACTOR an amount calculated in accordance with this Agreement for all Basic Services and authorized Additional Services performed, and all authorized reimbursable expenses incurred, up to and including the effective date of termination.

c. **Termination Payments.** CONTRACTOR payments, if any, made pursuant to this Section 14 shall be CONTRACTOR’s sole and exclusive compensation and OWNER shall have no liability to CONTRACTOR for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.
d. Deletion of Services. In the event of termination by OWNER, for cause or convenience, of a portion of the Project or a portion of the Basic Services, then the CONTRACTOR’s fixed compensation for Basic Services for the portions of the Project or Basic Services not so terminated shall be equitably adjusted to reflect the resulting reduction in CONTRACTOR’s Scope of Basic Services.

15. Payment Contingent on CONTRACTOR Furnishing All Materials. Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the CONTRACTOR following termination of this Agreement until the CONTRACTOR provides the OWNER with all Materials in its possession or control, and assigning ownership thereof to OWNER; provided, however, that OWNER shall have full ownership rights in all Materials notwithstanding CONTRACTOR’s failure to execute any such assignment.

16. Indemnification

a. Indemnification by CONTRACTOR. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless OWNER and its Board of Education, and each of them, and each of their respective officers, agents, employees, representatives, volunteers and insurers (collectively, the “Indemnitee(s)”), utilizing legal counsel reasonably acceptable to OWNER, from and against any and all claims, damages, losses and expenses (including, without limitation, all fees and expenses of engineers, CONTRACTOR, attorneys, and experts and all court, arbitration or other dispute resolution costs), which arise out of or result from any of the following:

(1) Any negligent or actual act or omission of CONTRACTOR or its Sub CONTRACTORs or any person or entity for whose acts or omissions any of them may be liable;

(2) The material inaccuracy of any representation by CONTRACTOR given in connection with or contained in this Agreement;

(3) Any claim of loss by any third person or entity against any Indemnitee arising out of an alleged or actual act or omission of CONTRACTOR, its Sub CONTRACTORs, or any person or entity for whose acts or omissions any of them may be liable; or

(4) Infringement upon any United States patent, trademark or copyright arising out of the actual or alleged acts or omissions of the CONTRACTOR or any of the CONTRACTOR’s Sub Consultants, in connection with performance of this Agreement; provided however, that nothing herein shall be interpreted as obligating CONTRACTOR to indemnify any Indemnitee against its sole negligence.

17. Dispute Resolution. The parties shall utilize each of the following steps in the Dispute Resolution Process in the sequence in which they appear below. Each party shall participate fully and in good faith in each step in the Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Dispute Resolution Process.

a. Direct Negotiations. Designated representatives of OWNER and CONTRACTOR shall meet as soon as possible (but not later than ten (10) days after receipt of the plaintiff’s statement of dispute, containing a detailed explanation of the claim) in a good faith effort to negotiate a resolution to the
claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the claim or defenses being asserted by such party and with full authority to resolve such claim then and there, subject only to OWNER’s right and obligation to obtain Board of Education approval of any agreed settlement or resolution. If the claim involves the assertion of a right or claim by a third party (e.g., the CONTRACTOR) against CONTRACTOR that is in turn being asserted by CONTRACTOR against OWNER, then such third party shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged.

b. Litigation. If the direct negotiations between the CONTRACTOR and the OWNER do not resolve the dispute, then the party asserting the claim shall have the option to initiate a lawsuit in the Superior Court of Fulton County, Georgia, and the parties hereby consent to the exclusive jurisdiction of such court and waive any right to a jury trial on any unresolved claim.

18. Non Discrimination. It is the policy of the OWNER that in connection with all CONTRACTOR services rendered there be no discrimination against any prospective or active employee engaged in such CONTRACTOR services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, sexual orientation, political belief or affiliation or to deny family care leave, therefore CONTRACTOR agrees to comply with applicable Federal and Georgia laws including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975 and Rehabilitation Act of 1973 (Section 504). In addition, CONTRACTOR agrees to require like compliance by all Sub Consultants employed by CONTRACTOR on the Project.

19. Addresses for Notices. All notices, demands or requests from the CONTRACTOR to the OWNER shall include the Project name and date of this Agreement and be addressed to the parties as follows:

To OWNER:

Fulton County Board of Education
Mike Looney, Ed. D., Superintendent of Schools
c/o Fulton County Schools
6201 Powers Ferry Rd
Atlanta, Georgia 30339

To CONTRACTOR:

________________________________________________________________________

________________________________________________________________________

20. Waiver. Provisions of this Agreement may be waived by OWNER only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a
waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character. OWNER approval, acceptance, use or payment for any part of CONTRACTOR services shall not in any way alter CONTRACTOR obligations or waive any OWNER rights, under this Agreement.

21. No Third-Party Rights. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of law.

22. Extent of Agreement; Amendment. This Agreement represents the entire Agreement between OWNER and CONTRACTOR for furnishing of services to the Project and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and CONTRACTOR and approved as required by Georgia law and OWNER policy.

23. Severability. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.

24. Successors and Assigns. This Agreement shall be binding upon OWNER and CONTRACTOR and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by CONTRACTOR without the prior written consent and approval of OWNER, which may be granted or withheld in OWNER’s sole discretion. This Agreement and all of OWNER’s rights in and to the Materials may be assigned by OWNER upon written notice to CONTRACTOR. OWNER shall have no liability or responsibility to CONTRACTOR for payment for any services performed after the date of such assignment and notice by OWNER.

25. Confidentiality. CONTRACTOR shall treat all information and data furnished to it by OWNER or any other Project Team member or otherwise obtained or prepared by CONTRACTOR concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with CONTRACTOR’s performance of this Agreement, any governmental filings or applications or the Georgia Open Records Act. CONTRACTOR shall not engage in or permit any public references or statements to the Project, OWNER or CONTRACTOR’s services hereunder, including, without limitation, granting interviews to broadcast, print or other media, without the prior written consent of OWNER, which may be granted or withheld in the sole discretion of the OWNER. CONTRACTOR shall instruct all of its employees of the foregoing confidentiality obligation.

26. Independent CONTRACTOR. CONTRACTOR is and shall at all times remain as to the OWNER a wholly independent CONTRACTOR. Neither the OWNER nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR’s officers, agents or employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the OWNER.

27. Representations by CONTRACTOR. CONTRACTOR represents (i) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (ii) that it is authorized to do business in the State of Georgia; and (iii) the CONTRACTOR’s principal in charge of the Project and all CONTRACTORS employees and subcontractors requires to be licensed under Georgia law, are duly licensed in accordance with Georgia and
all other applicable laws to render the services to be provided by this Agreement.

28. Survival. The provisions of this Agreement which by their nature survive completion of the Services or termination of this Agreement, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after completion or termination of this Agreement.

29. Interpretation. CONTRACTOR and OWNER acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either OWNER or CONTRACTOR on the basis that either party was solely responsible for or in control of the drafting of this Agreement.

30. Advertising. CONTRACTOR may not use OWNER’s name or refer to OWNER or the Project, directly or indirectly in promotional materials, advertisement, news release or release to professional or trade publication without obtaining the OWNER’s prior written approval.

31. Electronic Documents. In the event of any conflict between a document contained in an electronic file and the hard copy of such document maintained in the files of OWNER or CONTRACTOR, the hard copy shall control.

32. Key Personnel. The OWNER shall have the right, in its absolute discretion, to require the removal of CONTRACTOR’s personnel or Sub Consultants at any level assigned to or hired for the performance of the work hereunder if the OWNER considers such removal in its best interests and directs such removal in writing to CONTRACTOR. Upon receipt of such direction by OWNER, CONTRACTOR shall remove the personnel or Sub Consultant immediately from the work.

33. Evaluation. CONTRACTOR acknowledges that the presentation or services may be evaluated by the participants, the OWNER’S representative and any other OWNER offices or schools and understands that the results of the evaluation may be made available to the CONTRACTOR, other schools and offices within the OWNER, and other school OWNER and agencies upon request. CONTRACTOR agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the OWNER for evaluation purposes.

34. Conflict of Interest. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-OWNER business while on OWNER property or time.
CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the OWNER prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of OWNER any cash or non-cash gratuity or payment with view toward securing any business from OWNER or influencing such person with respect to the conditions, or performance of any Agreements with or orders from OWNER, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between OWNER and CONTRACTOR. Should a conflict-of-interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide the OWNER with all documents or other information reasonably necessary to enable the OWNER to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the OWNER may have.

35. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and FCS and may not be modified or amended. These special stipulations are not subject to the “Exceptions and Proposed Contract Modifications” outlined in Section I, Paragraph 7, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. Failure to accept these special stipulations may result in your submittal being declared non-responsive.

(a) GOVERNING LAW. This solicitation and any Agreement arising out of the solicitation shall be interpreted under, governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts and waives any objections Offeror may now or hereafter have based on venue or forum non-conveniens.

(b) PROHIBITIVE AGREEMENTS. To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by FCS or requires FCS to expend funds for purposes other than educational purposes, or constitutes a waiver of FCS’ sovereign immunity, or constitutes an illegal gratuity, or requires FCS’ indemnification of Offeror is null and void.

(c) CONFIDENTIALITY, PRIVACY AND SECURITY. The Offeror's employees, agents and Subcontractors may have access to or become aware of FCS’ confidential information including without limitation FCS’s strategic plans, employee data, student data and other such information of FCS (collectively referred to as the “Confidential Information”). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Offeror must maintain the highest levels of security in order to preserve and protect the confidentiality of FCS’s data and to protect and prevent unauthorized disclosure and use of student and personnel information.

It is imperative to protect students’ privacy in order to comply with the Family Educational Rights and

CAPITAL PROGRAM CONTRACTS

6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fscpccontracts.org

61
Privacy Act (20 U.S. § 1232g; 34 CFR Part 99) ("FERPA"), to avoid discrimination, identity theft or other malicious and damaging criminal acts. Offeror must and shall adhere to all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Offeror represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Offeror will also comply with the Children's Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Contractor or a Subcontractor comes into contact with any student data or information, Contractor or Subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission. (FERPA, PPRA, COPPA, SDA, and all similar privacy laws may be collectively referred to herein as “Privacy Laws”).

In its own discretion, FCS may designate Offeror as a "school official" within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Offeror has a legitimate educational interest in student educational records and information. Offeror will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other Confidential Information of FCS that Offeror or Offeror's Subcontractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this proposal. Offeror is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Offeror by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Offeror. All Confidential Information and all other FCS data and information shall be returned to FCS by the Offeror, without charge, within five (5) business days of the completion of the services under this proposal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Offeror will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Offeror is an “operator” as defined by the Georgia Student Data Act (“SDA”), Offeror shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Offeror shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Offeror has acquired because of a student’s use of Offeror’s website, service, or application; (2) use information created or gathered by Offeror’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Offeror shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student’s data within 45 days if FCS requests deletion of data under the control of FCS.

Offeror understands that FCS must comply with the SDA and Offeror shall assist FCS in complying with the

CAPITAL PROGRAM CONTRACTS

6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fcscontract.org
SDA. Within 10 days of a request by FCS, Offeror shall: (1) provide FCS student data maintained by Offeror in electronic format unless Offeror demonstrates and FCS agrees, in FCS’ sole discretion, that the requested data maintained by Offeror cannot reasonably be made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

(d) OPEN RECORDS ACT. Offeror acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provision of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their Subcontractor.

(e) HOLD HARMLESS AGREEMENT. The Offeror shall hold harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“FCS Indemnitees”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's Subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any part thereof provided by Offeror or any Subcontractor; (c) the failure of the Offeror or Offeror's Subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's Subcontractor; (e) any security breach involving data in Offeror's or Offeror's Subcontractor's possession, custody or control, or for which Offeror or Offeror's Subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this contract which is the result of the Offeror’s action(s) or inaction(s), or which are the result of any Subcontractor’s action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of in any way related to goods or services under this submittal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under an Agreement. The Offeror’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of any FCS Indemnitees, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnitees.

[End of Exhibit C]

CAPITAL PROGRAM CONTRACTS
6201 Powers Ferry Road, N.W., Atlanta, Georgia 30339 • 470-254-8974 • www.fcscpccontracts.org

63
Exhibit D
INSURANCE REQUIREMENTS
Geotechnical, Environmental Site Selection, and/or Construction Inspection Services

A. Basic Insurance Requirements. Prior to commencing Services, CONTRACTOR and each of its Subconsultants, shall procure and maintain for the duration of each Project, and for three (3) years after completion thereof, at their own cost and expense, insurance as will fully protect it and OWNER and OWNER’s agents, employees, agents, officials, officers, directors, and board members (collectively, “OWNER Indemnitors”) from all incidents, accidents and claims for personal injury, bodily injury, and property damage, and from professional errors and omissions, which may arise from or in connection with the performance of services by CONSULTANT, its agents, representatives, employees or Subconsultants.

B. Minimum Limits of Insurance. CONTRACTOR and each of its Subconsultants shall obtain insurance of the types and in the amounts described below. The following are the minimum insurance and limits that the CONSULTANT must maintain. If the CONTRACTOR maintains broader coverage or higher limits than the minimums shown below, OWNER requires and shall be entitled to the broader coverage and higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to OWNER.

1. Commercial General Liability Insurance. Including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, advertising injury, property damage and any other type of liability for which this Contract applies, with limits of liability of not less than $1,000,000 each occurrence /$2,000,000 policy aggregate. Commercial General Liability Insurance shall be written on an “occurrence” form.

2. Automobile Liability Insurance. Limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of Services and Work or driven onto OWNER's property. Insurance shall include all owned, non-owned and hired vehicle liability.

3. Workers’ Compensation & Employer’s Liability Insurance. Workers’ Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the Services are to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

4. Umbrella Insurance, with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. Professional Liability Insurance (Errors and Omissions). [Required if CONTRACTOR is providing professional services]. The CONTRACTOR shall procure and maintain during the life of the Contract, Insurance appropriate to the CONTRACTOR’S profession with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Coverage shall be
sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The CONTRACTOR shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

6. **Cyber Liability Insurance.** With limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. (**Applicable if CONTRACTORS will have access to OWNER electronic data systems/network, technology, computers and/or network/login capabilities and private/confidential info.**)

7. **Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance** applicable to the work to be performed if project involves environmental hazards, including, but not limited to the work, fueling and/or refueling vehicles/machinery on site, waste disposal, mold, lead based paints, asbestos, etc., with limits not less than $2,000,000 per occurrence or claim/ $2,000,000 policy aggregate. Insurance policy and/or insurance policies shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the CONTRACTORS’ Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

C. **Other Insurance Provisions.** All policies required by this Agreement except Professional Liability (Errors and Omissions) insurance are to contain, or be endorsed to contain, the following provisions:

1. OWNER, Board of Education and any other person or entity specified by OWNER, as well as each of their officers, employees, agents and volunteers, are to be covered as additional insureds.

2. For any claims related to this Project, insurance coverage shall be primary as to OWNER, Board of Education, and any other person or entity specified by OWNER to be named as additional insured as well as each of their officers, employees and volunteers. Any insurance or self-insurance maintained by OWNER, its officers, officials, employees or volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.

3. Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making Owner and Owner Indemnitees Additional Insured under such provisions.

D. **Claims made Policies.** If CONTRACTOR’s Professional (Errors and Omissions) Liability, Cyber Liability, and /or Pollutions Legal Liability Insurance is written on a claims-made coverage form.
1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of Contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to OWNER for review, if/when requested.

D. Insurance Form and Company. All of the insurance herein specified shall be written on a form acceptable to OWNER, by companies licensed by the State of Georgia who are currently in good standing with the Commissioner of Insurance for the State of Georgia, and who have an A.M. Best Company rating of A X or greater.

E. Lapse in Coverage. If CONTRACTOR or any Subconsultants, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a substantial breach of this Agreement. OWNER, at its sole option, may terminate this Agreement and recover all damages from CONTRACTOR resulting from said breach. Alternatively, OWNER may purchase such coverage (but has no obligation to do so), without further notice to CONTRACTOR, and deduct from sums due to CONTRACTOR any premium costs advanced by OWNER for such insurance.

F. Verification of Insurance. CONTRACTOR shall furnish OWNER with original Certificates of Insurance, Additional Insured, Waiver of Subrogation and Amendatory Endorsements effecting and evidencing coverage required by this Section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on forms acceptable to OWNER. All certificates and endorsements are to be received and approved by OWNER before performance by CONTRACTOR under this Agreement commences. Forms must be sent to FCS Contracting Dept., 6201 Powers Ferry Road, Atlanta, GA 30339, and before work commences. Certificate must include RFP, RFQ, or Contract number and Project name. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements (and policies, if requested) affecting the coverage required by these specifications.

G. Primary and Non-Contributory Coverage. For any and all claim(s), the CONTRACTOR’s insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by OWNER shall be non-contributory.

H. Non-Limitation on the CONTRACTOR's Liability. The obligations for the CONTRACTOR to procure and maintain insurance shall not be construed to waive or restrict other obligations (including but not limited to CONTRACTOR's indemnification obligations), and it is understood that insurance in no way limits liability of the CONTRACTOR whether or not same is covered by insurance.

I. Reserved Rights. OWNER reserves the right to modify these requirements, including limits, based on
the nature of the risk, prior experience, insurer, coverage, or other circumstances, at any time, if deemed necessary in its reasonable judgment.

J. **Subconsultants.** Unless otherwise approved by OWNER in writing, CONTRACTOR shall include all Subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each Subconsultants. In addition, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of CONTRACTOR under this Agreement adjusted with respect to the value of the work designed and specified by the Subconsultants.

[End of Exhibit D]