DATE: June 4, 2019

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting

RE: Request for Qualification No. 423-19 Building Consultant Services

The Fulton County Board of Education invites you to submit qualifications for furnishing any or all professional consulting services, design, labor and materials to provide Building Consultant Services for various Fulton County School (FCS) projects.

A Pre-Qualification Conference will be held on Tuesday, June 18, 2018 at 10:00 a.m. at FCS North Learning Center, Board Room, 450 Northridge Parkway, Sandy Springs, GA 30350.

Questions regarding the submittal process should be directed in writing to Angela R. Young, Executive Director of Contracting, via facsimile at (470) 254-1248. Only questions received prior to 4:00 p.m. on Tuesday, June 25, 2019 (as per the Capital Program Contracts’ time clock) will be considered.

Sealed Qualifications will be received subject to the attached terms specified in “Instructions & Conditions”, at the office of the Capital Program Contracts, FCS Administration Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Qualifications will be received up to 2:30 p.m. local time (as per the Capital Program Contracts’ time clock) on Tuesday, July 9, 2019.

Qualifications are subject to rejection if the signature page is not completed and returned on or before the qualification receipt deadline time.

QUALIFICATIONS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE SUBMITTAL PER ENVELOPE, PLAINLY MARKED “REQUEST FOR QUALIFICATION NO. 423-19” ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS THE DATE OF SUBMISSION. IF NOT SUBMITTING A SUBMITTAL THEN “NO BID” MUST BE INDICATED AS SUCH ALONG WITH THE RFQu 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.

VISIT OUR WEBSITE AT www.fcscpcontracts.org
SOLICITATION NO. 423-19

REQUEST FOR QUALIFICATION (RFQu)

FOR

BUILDING CONSULTANT SERVICES

FCS
CAPITAL PROGRAM CONTRACTS
6201 POWERS FERRY ROAD
ATLANTA, GEORGIA 30339.
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SUBMITTAL CONDITIONS

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 (6) copies 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 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 (RFQu). 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.” Essentially, 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 Offeror and Fulton County Schools. Offerors in the qualifying range will be notified and an interview meeting will be arranged with Fulton County Schools representatives. A score of seventy-five (75) must be obtained for recommendation to the Board of Education.

   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
   a. 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.
   b. 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.
   c. An authorized officer of the firm shall sign all submittals.

5. ADDENDA
   Interpretations of solicitation documents will be made by addenda only. Copies of all addenda will be posted on the Capital Program Contracts Web Site www.fcscpcontracts.org. Fulton County Schools 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 ninety (90) days after the date fixed for receiving said submittal.

7. ADDITIONAL TERMS
   FCS shall not be bound by any terms and conditions included in any Offeror’s proposed contract(s), including but not limited to; terms and conditions related to any provided service or good, limitations of the Offeror’s liability or any other third party’s liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, FCS’ purchase order related to this solicitation or contract. If the Offeror objects to any term or condition, the objection shall be clearly stated on a separate page entitled “Objection to Terms or Conditions” and placed in the proposal immediately after the executive summary. Any confliction of terms and conditions in the proposal shall be clearly stated on the foregoing separate page entitled “Objection to Terms or Conditions” and placed in the proposal immediately after the executive summary.
   If the objection is specifically accepted by FCS it will be reflected in writing. If not so reflected, the terms and conditions shall remain as written in the solicitation.

FCS will not consider any proposed Objections to Terms or Conditions from the Offeror that is not submitted initially with the Offeror’s proposal and in accordance with this solicitation.
SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

8. COMPLIANCE WITH LAWS

All property or services furnished in an agreement resulting from this solicitation (“Agreement”) shall comply with all applicable Federal, State and Local laws, codes and regulations.

9. 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.

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.
SECTION II – CONTRACT AWARD

1. FORM OF AGREEMENT

Building Consultant Services will be procured through a Task Order Agreement (see Appendix III for the form of agreement).

2. EXECUTED AGREEMENT

Task Order 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. Sealed qualification submittals will be evaluated on a combination of factors (see the RFQu portion of this solicitation for weighted evaluation factors).

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 more stringent term or condition 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 on the World Wide Web 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.
1. NONDISCRIMINATION

The Offeror, by the submission of a proposal or the acceptance of an order or contract, agrees that in providing the goods and services covered under the proposal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. FCS NONDISCRIMINATION

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 NONCOLLUSION

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.”

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the submittal shall be abided by and that the person signing this submittal is authorized to sign the submittal for the Offeror.
SECTION II – CONTRACT AWARD

7. 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.

8. 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.

9. 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.
SECTION II – CONTRACT AWARD

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 Privacy Act (20 U.S.C. § 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 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 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 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 Indemnitees.
1. **AGREEMENT TYPE**

The type of Agreement shall be fee-based for services identified on the Fee and Payment Schedule, Exhibit B.

2. **AGREEMENT FORM**

The form of Agreement is shown in Appendix III 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 of one year 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 Architectural and Engineering Firms, 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](http://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. **QUESTIONS**

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.
A. PURPOSE

FCS wishes to create a pool of building consultant firms from which it can assign specific tasks or projects. The assignments will consist of a variety of projects in terms of size and complexity and may include: physical condition assessments, forensic analysis, programming, planning, design, estimating services, traffic studies, building inspection/document review, roofing, waterproofing and building envelope consulting, pavement engineering/assessment and design, photographic documentation services, security surveillance and other low voltage design services, energy auditing and analysis, building commissioning, document preparation, peer review and contract administration. The type of projects that could require building consultant services are site development, new construction, building renovations and modifications and maintenance improvements. FCS intends to enter into agreements for building consultant services from multiple firms with no predetermined number of firms being selected.

Through this RFQ, FCS is looking to pre-qualify building consultant firms in the following areas of expertise:


In the qualification’s submittal, consulting firms are to select their areas of expertise and clearly document their experience and credentials in these areas. Firms can select one (1) or multiple disciplines but must show proficiency in each one to be considered for consulting services in that area. The services to be performed by the consulting firm shall have as their objective cost effective, low maintenance, energy efficient, durable and flexible design solutions for school facilities.

B. SCOPE OF WORK

1. Numerous projects will be required in the present and future building programs. 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.

2. Projects will consist of, but not limited to: physical condition assessments, forensic analysis, energy audits and analysis, programming, building commissioning, design, document preparation, peer review, contract administration for new projects, additions, renovations and remodeling, major electrical, mechanical and roofing projects, Americans Disabilities Act (ADA) upgrades, low voltage systems upgrades, interior and exterior athletic venues, irrigation system upgrades, storm detention and site improvements.
3. The purpose of this process is to select qualified building consultant firms of various disciplines to which the current Capital Plan 2022 projects and future capital program projects will be assigned. Additional staff extension services may also be requested by FCS for various tasks during the program.

C. COMPENSATION

Compensation for building consultant task orders where requested by FCS will be based on hourly rates as defined in Appendix III, Exhibit B of this solicitation. Compensation for a Professional Services Agreement will be per the Compensation Schedule for Building Consultant Services as described in Appendix III, Exhibit B of this solicitation.

D. EVALUATION AND SELECTION PROCESS

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the submittals shall be based upon consideration of the demonstrated qualifications and capabilities of the qualified firms, which shall result in an award that is in the best interest of FCS.

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.
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: 15%
   - Technical Capability: 50%
   - Problem Solving Skills & Creativity: 35%

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. Seven (7) copies of the submittal shall be provided in a loose-leaf, three-ring binder. **The Offeror’s submittal shall be limited to twenty-five (25) pages**, with page type not being smaller than 10 point. Double-sided pages will be counted as two pages. Financial statements and the table of hourly rates will not count towards the maximum limit.

**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 follows:

- Titled: Fulton County Board of Education
- Request for Qualification Number 423-19
- Building Consultant Services
- Submitted by: (Name of company)
B. 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 consultant 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 brief history of the company. Graphically present the organizational structure of the firm. Describe the management organization. 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 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 Building Consultant Services. References should be for services completed within the last five (5) years and for services similar in size and nature to which FCS is seeking.

4. **Previous Default** - Indicate if you have ever 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 has been involved in litigation with owners, please explain.

5. **Insurance** – State the maximum coverage for Professional Liability Insurance (Errors and Omissions)

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 RFQu. This should include specific information such as planning, project coordination, field procedure, costing, valuation techniques and construction administration (where applicable). 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. Describe how your design team would interact with FCS staff, school leadership and Program Manager.
1. Capabilities:

a. Consulting firms are to select their areas of expertise (Civil Engineering, Land Planning, Landscaping, Structural Engineering, HVAC, Commissioning, Plumbing, Fire Protection, Electrical Engineering and Kitchen Design, Traffic Engineering, Construction Estimating, Pavement Assessment and Design, Surveillance and other Low Voltage Design, Construction Photography Documentation, Building Plan Review and Inspections, Building Programming and Planning, Roofing/Waterproofing/Building Envelope Consulting, and Pavement Evaluation Services) and clearly document their experience and credentials in these areas. Firms can select one (1) or multiple disciplines but must demonstrate a high level of proficiency in each area to be considered for engineering services in that area. Note that Paving Evaluation Services have supplemental qualifications listed in this solicitation.

b. For each area of expertise provide the following information: number of full time employees providing these services, certifications held by full time employees in this area, professional association memberships for firm and employees, professional activities including articles published, presentations, teaching assignments and technical committee work and industry awards and recognition.

c. Demonstrate appropriate expertise and leadership in providing consulting services for K-12 facilities. Identify K-12 school assignments completed within the last five (5) years, preferably in Georgia. Provide a minimum of three (3) projects.

d. Provide resumes outlining the qualifications 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 comparable school districts. Describe your firm’s experience in providing cost effective, low maintenance, energy efficient, durable and flexible design solutions for school facilities of comparable programs.
REQUEST FOR QUALIFICATION

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, drawing approvals, and any other permits related to school construction or similar projects in Fulton County.

h. Demonstrate your firm’s commitment to construction administration. Explain overall procedures such as communication, document control, shop drawing review etc. and describe how these procedures are unique to your firm.

SECTION V – PROBLEM SOLVING SKILL AND CREATIVITY

a. Provide a minimum of three (3) examples of how your firm provided creative and innovative solutions to assist with building operations, unique design situations and/or construction problems involving complex or challenging projects, preferably in the K-12 environment.

b. 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 – HOURLY RATES FOR BUILDING CONSULTANT SERVICES

Provide a table that includes proposed hourly rates for engineering services. Table should include rates for principals, lead or senior engineers, project engineers, senior designers, computer-aided design and drafting (CADD) draftsman, technical specification writing, word processing and general office administration. Also include rates for reimbursable expenses such as printing, mileage, copying. Finally, provide a list of specialty consultants that would routinely provide supporting services under your direct supervision and the proposed markup for those services.

F. ENGINEERING PERFORMANCE MANAGEMENT CRITERIA

FCS believes that it is important to retain not only the best employees, but also the top engineering firms and to hold them accountable.

The following are some of the traits and qualities upon which each firm will be evaluated during the selection process and the contract period:

- Adaptable and flexible to FCS processes and procedures
- Creative and innovative thinking
- Proactive issue resolution
- Clear and precise construction documents
REQUEST FOR QUALIFICATION

- Sensitivity to construction costs and budgets
- Knowledgeable and accurate cost estimates
- Strong project management and coordinated sub-consultants
- Ability to maintain design schedules and provide appropriate deliverables
- Awareness of risk and ability to provide proactive mitigation strategies
- Timely and responsive responses to owner’s concerns
- Engaged and enthusiastic project participation
- Strong team player and leadership
- Technical expertise in building systems, products and construction techniques
- Dedication to the construction administration phase
- Diligent project closeout and warranty support

G.  SPECIAL QUALIFICATIONS AND SCOPE FOR PAVEMENT EVALUATIONS

Targeted Services for Pavement Evaluations:

1. Pavement Survey
2. Pavement Management/Repair Program Development
3. Pavement Maintenance/Repair Program Assessment

Targeted Qualifications for Pavement Evaluations:

1. Experience with MicroPAVER pavement distress identification and StreetSaver Metropolitan Transportation Commission (MTC P-TAP) Pavement Management Program or comparable pavement distress methodology and pavement analysis software with equal or greater functionality to be approved at FCS’s discretion. Attach certificates of training or education as additional support.
2. MTC P-TAP certifications and experience related thereto.
3. Experience with roadway construction, asphalt recycling, pavement preservation, maintenance, and heavy civil engineering road building estimating local expertise.
4. Project management, program management, bid preparation and specification writing experience.

Targeted Scope for Pavement Evaluations:

1. Project Overview

In order to maintain a consistent overview of roadway conditions and to assist in our efforts to plan and budget for our pavement management program, FCS is soliciting proposals for inspecting and evaluating all asphalt pavement at all educational and non-educational properties owned by FCS. It should be noted that this RFQu is for On-The-Ground Roadway Pavement Inspection, Evaluation, & Professional Rehabilitation & Preservation Recommendation Services. Proposals for automated or semi-automated survey-van type equipment inspection will not be accepted.
The Consultant shall use the Army Corps of Engineers – MicroPAVER analysis for distress identification. Proposals for comparable pavement distress identification methodologies and pavement analysis software with equal or greater functionality will be approved at FCS’s discretion. Network Coring is also requested and is covered below.

Project Deliverables shall include a comprehensive report to include: StreetSaver reports (see list below), PCI information, recommended treatments, and conclusions that will assist in future pavement rehabilitation, preservation, and maintenance decisions.

2. **Inspection/Evaluation Methodology**

**Pavement Survey Scope**
For this project, the Consultant shall inspect and evaluate all asphalt paving at all properties owned by FCS. FCS will provide an inventory list containing all street addresses and other information to define the extents of FCS owned property.

**Survey Methodology**
All roads are to be inspected and evaluated using pavement assessment methodology described by M.Y. Shahin in “Pavement Maintenance Management for Roads and Streets Using the PAVER System”. All Pavement Condition Index ratings must follow the American Society for Testing and Materials (ASTM 6433) procedure, as this survey will form the basis for all subsequent surveys either by the Consultant or FCS. Evaluations will be based on systematic/random 2,500 square foot samples of roadway within pavement segments using mailboxes or similar devices as descriptors of the sample area in the StreetSaver software.

Comparable pavement distress identification methodologies will be approved at FCS’s discretion. Data from on the ground collection must be input into the StreetSaver MTC Pavement Management Program for Pavement Condition Index (PCI) calculation and analysis or a program with equal or greater functionality approved by FCS. Should an alternative pavement analysis program be approved, the Offeror shall provide licensing to FCS. This cost shall be incorporated as part of the Offeror’s proposal. The Cost shall be for 2-seats (licenses).

3. **Network Coring**

The Contractor shall provide network coring as follows:

a. A minimum of one (1) core per driveway or one (1) core every 1000 feet.

Core data obtained shall include pavement thickness as measured to the nearest quarter inch (1/4 inch). Base type and thickness shall be measured to the nearest quarter inch (1/4 inch), to a depth up to six (6) inches or to the depth necessary to fully evaluate the existing pavement and existing sub-base.
The Contractor shall input the core results into StreetSaver or other programs approved by FCS under the respective roadway pavement section notes. The output shall be included in the Final Report.

4. **StreetSaver MTC PMP Input**

The Contractor shall provide the StreetSaver MTC Project Management Profession (PMP), or other pavement analysis program approved by FCS, database to include following elements:

**Measuring**
Most pavement will be divided into segments to facilitate analysis and management. It is imperative that the proper descriptor (mailbox address, fire hydrant number, utility pole number, landmark, etc.) be placed in the StreetSaver software in order that the next generation of surveys uses the same sample locations based on the descriptors from this evaluation. Roadway widths shall be measured to the nearest foot.

**Pavement Segments**
The Contractor shall follow the defined pavement segments as input into the StreetSaver software. When corrections to the limits are required or reestablishment of the segments is required, the Contractor shall follow the measuring conventions defined in this document. The Contractor shall also provide FCS with a definition of how it breaks down their branches and sections.

a. **Section Length**: measured to the nearest foot.
b. **Section Width**: measure to the nearest foot.
c. **Section Termi**ni; as observed, to the nearest descriptor.
d. **Other Relevant Data**: when available, from observation.
e. **Final Output**: Upon completion of the survey, the resulting information shall be input into StreetSaver, or other program with equal or greater functionality as approved by FCS, to evaluate the new survey results and verify accuracy of updated data.

The Contractor shall include all cost for licensing in the Proposal, should an alternate pavement analysis program with equal or greater functionality be approved by FCS. Costs should be based on providing 2-seats (licenses).

The Proposal shall outline the items to be input, and the Quality Control/Quality Assurance (QC/QA) program to ensure that the data is accurate and useable.

5. **Technical and Engineering Support**

These items may include technical and engineering support:

a. Export of supplementary Streetsaver reports or analysis of reports.
b. Identification and selection of appropriate pavement rehabilitation, preservation or maintenance treatments or methods based on the results of pavement inspection and evaluation.

6. Deliverables

The Contractor shall deliver a comprehensive report detailing the findings of the pavement inspection and evaluation to include:

a. Report shall be bound separately for each property
b. Report shall include a comprehensive analysis and conclusion of the findings for the pavement inspection and evaluation utilizing StreetSaver reports and graphs
c. StreetSaver PCI’s shall be incorporated into the report
d. Network pavement coring results
e. StreetSaver budget reports assuming a complete network replacement
f. StreetSaver decision tree printout with assigned unit prices of treatments
g. StreetSaver section summaries and selected treatment printouts
h. Final Report shall include a copy of the field notes and survey

Final Report delivery date shall be proposed by the Contractor and incorporated into the Proposal. This date shall be the date that all inspections, evaluations, StreetSaver input, and final report preparation has been completed and delivered to FCS.

Should a pavement analysis program of equal or greater functionality be approved by the FCS, it shall be capable of generating reports similar to StreetSaver. These reports shall be incorporated into the Final Report.

7. Fees

The proposal shall include a cost breakdown showing costs for each of the proposal items. Monthly invoices shall show the same breakdown of work performed during the current billing period. The Offeror may wish to enclose hourly rates for additional work as may be required.

8. Schedule and Contract Duration

The contract term shall be proposed by the Contractor and shall be based on the most aggressive schedule to complete the services specified. The Offeror’s schedule will be evaluated and weighted in determining award of contract.
APPENDIX I

COST SUMMARY
### Pavement Evaluation Cost Summary

Complete the information below:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On-The-Ground Pavement Evaluation &amp; Inspection (per property)</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>MicroPAVER Input into StreetSaver PMP Or Comparable Approved Alternate</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Network Coring</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Individual Site Reports</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Technical &amp; Engineering Support (Hourly)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Attach Rate Schedule</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
REQUEST FOR SEALED SUBMITTAL

DATE: _______________________
TIME: _______________________
RFQu 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 “BUILDING CONSULTANT 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.
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 CHECKLIST

PROJECT: ____________________________________________________________
__________________________________________________________

RFQ No.: __________________________________________________________

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

☐ Seven (7) submittals, (1) original and (6) copies, 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 II

IMMIGRATION AND SECURITY FORMS
FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

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 ensure 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 SubContractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq. that Contractor will secure from each SubContractor 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 SubContractor; 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 Fulton County Schools 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.

_________________________  __________________________
Signature                                      Date

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: ___________________
By executing this affidavit, the undersigned architect or architectural firm or corporation ("Contractor") verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the 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 at the time the SubContractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
(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) days of receipt.

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Company Name / Contractor Name</th>
<th>Date</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>BY: Signature of Authorized Officer or Agent</th>
<th>Date</th>
</tr>
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<table>
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<tr>
<th>Title of Authorized Officer or Agent of Contractor</th>
</tr>
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<table>
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<tr>
<th>Printed Name of Authorized Officer or Agent</th>
</tr>
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</table>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
______ DAY OF ____________________, 20____

Notary Public
My Commission Expires: ____________________
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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 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.
**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)**

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.

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
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</table>

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

<table>
<thead>
<tr>
<th>BY: Authorized Officer or Agent</th>
<th>Date</th>
</tr>
</thead>
</table>

(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: ___________________
SUB-SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

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.

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
<th>Date of Authorization</th>
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</table>

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

(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 III

FULTON COUNTY SCHOOLS

PROFESSIONAL SERVICES TASK ORDER AGREEMENT
FOR
BUILDING CONSULTANT SERVICES

(CONSULTANT FIRM NAME)
Task Order Agreement  
For Building Consultant Services

THIS BUILDING CONSULTANT SERVICES TASK ORDER AGREEMENT (the "Agreement") is entered into this __ day of __________, 20__ ("Effective Date") between __________ hereinafter referred to as the "CONSULTANT", and the FULTON COUNTY BOARD OF EDUCATION, hereinafter referred to as the "OWNER." This Agreement shall be governed by the laws of the State of Georgia.

WHEREAS, the OWNER is authorized to contract with CONSULTANT, and CONSULTANT is specially trained to perform the services called for by this Agreement;

THEREFORE, in consideration of the premises and the covenants and promises contained herein, the parties hereto agree as follows:

1. The scope of Services to be performed and/or tasks to be accomplished by CONSULTANT are as stated in Exhibit A, attached to and made a part of this Agreement, and in any Proposal for a Project hereunder to the extent that the Proposal is accepted in writing by OWNER, which accepted Proposal shall be attached hereto as Appendix IV and incorporated herein by this reference. To the extent of any conflict between the terms of the Proposal and the terms of this Agreement without reference to the Proposal, the terms of this Agreement (without reference to the Proposal) shall control.

2. The cost components that constitute the CONSULTANT’s Fee, and the Payment Schedule, are stated in Exhibit B, attached to and made a part of this Agreement. No adjustment in CONSULTANT’s fee shall be made based on any Construction Contract award amount or the actual Project Construction Cost, as the CONSULTANT’s fee is a negotiated amount.

3. The Services Fee set forth on Exhibit B is the total compensation payable to CONSULTANT for performance of the Services (including, without limitation, all services, costs and expenses of CONSULTANT’s Subconsultants, if applicable) in accordance with this Agreement. The Services Fee does not include payment for Reimbursable Expenses, which shall be paid to CONSULTANT under the conditions set forth in Exhibit B. The Services Fee shall be payable in progress payment installments during the course of the Project as indicated in Exhibit B.

4. The Terms and Conditions governing this Agreement are stated in Exhibit C, attached to and made a part of this Agreement.

5. During the term of this Agreement, CONSULTANT shall provide and maintain the types of insurance coverage in the amounts stipulated in the Insurance Requirements as set forth in Exhibit D, attached to and made a part of this Agreement.

6. The term of this Agreement shall begin upon the Effective Date and shall expire upon the date that is one (1) year thereafter. 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 CONSULTANT is not in default of this Agreement, the term shall automatically renew unless OWNER gives written notice to CONSULTANT of non-renewal within thirty (30) days prior to the expiration of the then-current term or renewal term.

7. The OWNER has retained the services of a PROGRAM MANAGER as stated in Exhibit E, attached to and made a part of this Agreement. The PROGRAM MANAGER is the OWNER’s Representative for managing this Agreement.
8. Each Proposal issued under this Agreement is incorporated herein and made a part of this Agreement by this reference.

This Agreement and any exhibits and appendices attached hereto, and any Proposals hereunder which are accepted in writing by OWNER, 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 CONSULTANT 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.

CONSULTANT: ________________________________
Name of Consultant 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: ________________________________
Superintendent 

CAPITAL PROGRAM CONTRACTS
Exhibit A
SCOPE OF SERVICES
Building Consultant Services
Task Orders Agreement

Project Name: Various
School or Facility Name: Various
Project Description: Provide [Identify type of Building Consultant Services] for various projects as requested by Fulton County Schools Capital Improvement Department.
Project Number: Various

I. PROJECT DESCRIPTION:

From time to time, the OWNER requires [Identify type of Building Consultant Services] for the purpose of executing its capital improvement program on a particular Project. The scope of services to be performed under this Agreement will vary in size and complexity, but generally will be limited in scope.

II. PROCUREMENT OF SERVICES; SERVICES FEE:

The OWNER has determined that task order procurement is the best method to obtain CONSULTANT’s Services for small projects. OWNER will from time to time request that CONSULTANT submit a Proposal to provide the Services on particular Projects, using the form of Proposal provided by OWNER. CONSULTANT shall then submit such Proposal, using the form provided by OWNER, which shall describe the scope of Services to be provided, provide a schedule for performing the Services, and a proposed fee for performing the Services. The Proposal shall become effective upon written acceptance by Owner.

III. SERVICES: [To be filled in as to each specific type of Building Consultant Services]

IV. OWNER’S RESPONSIBILITIES:

The following services, information, surveys and reports shall be provided to the CONSULTANT as required, at the OWNER’s expense:

1. Program Requirements: A description of the Project including information regarding the program and the requirements for the Project as determined by the OWNER.

2. Project Information: [Fill in to meet the specific situation: For example, could include Land Surveys, Soil and Foundation Data, Testing Inspection Reports, Official Forms, General Conditions and “As-Built” Drawings, or other items].

3. Electronic Project Control System: The OWNER shall provide a web-based project control system.

Nothing in this Agreement or act or failure to act on the part of the OWNER shall be construed as
a waiver of any claim by the OWNER for defects or deficiencies in the documents prepared by or services required of the CONSULTANT.

V. DEFINITIONS:

The following terms as used in this Agreement are defined as follows:

Appropriate Governmental Authorities and Agencies or Governmental Authorities: Municipal, county, state, regional or federal authority having jurisdiction over the Project, including the Board of Education. This term is intended to include those governmental agencies and authorities which may require information or the filing of drawings, specifications, permits, etc., such as: the Fire Marshal and other local government authorities having jurisdiction, Georgia Department of Education, Health Department, or any other governmental entity for code compliance in connection with the Project.

CONSULTANT: The firm identified in the signature box of this Agreement. CONSULTANT shall have the right to contract with consulting engineers and specialty firms as necessary to complete the Services.

Construction Contract: The General Conditions, Supplementary General Conditions, Special Conditions, Addenda, Notice to Contractors, Bonds, Construction Documents and OWNER-CONTRACTOR Agreement for the Project, and Change Orders modifying that agreement.

Construction Documents: The Working Drawings (Plans) and Specifications developed to set forth in detail aspects of the quality levels and performance criteria of materials and systems and other requirements for construction of the Project, which will be used for estimating the cost of the Project, securing bids for constructing the Project, and directing a CONTRACTOR in its construction of the Project.

Contractor: The contractor hired by Owner to perform construction on each Project under the terms of a Construction Contract.

Laws: All federal, state, and local laws, codes (including building codes), regulations, and lawful orders of Appropriate Governmental Authorities applicable to the Project and the Project site, including all applicable licensing and permitting requirements.

OWNER: Fulton County Board of Education. OWNER may appoint individuals in writing or by this Agreement to act for OWNER. OWNER shall have the right, upon written notice to CONSULTANT, to replace or add additional persons to act as agent for OWNER.

Principal(s): Individuals who are sustained participating owners of CONSULTANT firm and are authorized on behalf of the firm to act as signatories to agreements for this Project.

Project: Each project for which CONSULTANT is retained to perform Services for OWNER pursuant to this Agreement.

Project Program or Program: OWNER’s Project Space Program that defines all the educational spaces and support facilities for the Project.

Proposal: Each written task order proposal submitted by CONSULTANT and approved by OWNER, on the form provided by OWNER, for each Project under this Agreement.
Services: The services to be provided by CONSULTANT under this Agreement pursuant to Proposals for Projects that are accepted in writing by Owner.

Services Fee: The total amount of compensation to be paid to CONSULTANT by OWNER for Services provided hereunder, excluding any Reimbursable Expenses. The dollar amount of the Services Fee is set forth on Exhibit B.

[End of Exhibit A]
Exhibit B
FEE AND PAYMENT SCHEDULE
Building Consultant Services Task Orders Agreement

I. FEE AND PAYMENT SCHEDULE

A. The Services Fee (as defined in Exhibit A) shall be a lump sum equal to $________________, and shall be payable upon completion of the Services in accordance with the requirements of this Agreement. If agreed to in writing by the parties, the Services Fee may also include or consist of the hourly rates set forth in Appendix II attached hereto and incorporated herein by this reference.

B. In addition to the Services Fee, the OWNER will reimburse the CONSULTANT for reproduction and delivery of Shop Drawings, if any are to be prepared by CONSULTANT, and all fees and permits required for agency approvals, if any. Invoices for reimbursable expenses shall be documented by appropriate billing and supporting receipts. Compensation for reimbursable expenses shall be limited to the actual expense, without a markup. Expenses that are included in the lump sum Services Fee and not reimbursable under the terms of this Agreement, include but are not necessarily limited to all costs for travel and mileage, reprographic expenses during design, postage and communications expenses, reprographics for check sets during design and reprographics for up to six (6) sets of bidding documents and supplemental drawings.

C. Payment under this Agreement shall be made in arrears of the completion of Services, upon the submittal of an accurate invoice, not exceeding the amount specified in paragraph A.

D. The value of Reimbursable Expenses shall be determined by the Fulton County School System Expense Reimbursements Procedure which shall be provided to the CONSULTANT upon request.

E. CONSULTANT shall keep records of CONSULTANT’s direct personnel, engineers, additional expenses and Reimbursable Expenses pertaining to the Project, on a generally recognized accounting basis. CONTRACTOR shall make such records available to the OWNER or authorized representative at mutually convenient times.

II. HOURLY RATES

In the event the OWNER elects to compensate the CONSULTANT on an hourly rate basis, the CONSULTANT shall provide an estimate of its anticipated hours times position hourly rates to establish a total not to exceed price. Hourly rates shall be in accordance with the hourly rates schedule attached hereto as Appendix II and incorporated herein by this reference.

[End of Exhibit B]
1. **CONSULTANT Standard of Care.** CONSULTANT 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, skill and judgment as is ordinarily employed by members of its profession or field under similar conditions and like circumstances.

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

3. **Ownership of Documents**

   a. **Property of Owner.** CONSULTANT warrants that it is the author of any Plans, Specifications, design calculations, designs, drawings, and other documents and data that may be prepared by it for the Projects (collectively, the “Design Documents”) and that it holds the copyright therein and it shall obtain similar representations from its subconsultants. Upon their creation, and subject to the condition that OWNER timely meets its payment obligations under this Agreement, any Design Documents that may be prepared by CONSULTANT and its subconsultants, and the designs depicted in them, shall become the sole property of OWNER, regardless of the stage in which the development of the design has progressed, and regardless whether the Project is constructed or not.

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

   c. **Delivery of Design Documents 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 CONSULTANT shall promptly provide and deliver to OWNER upon request, any Design Documents prepared to the date of termination by CONSULTANT and its subconsultants for the Projects. Owner shall obtain and retain all ownership rights with regard to such Design Documents 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 Design Documents, and the designs depicted in them, as provided in this section. OWNER may withhold any payments due CONSULTANT upon termination until copies of Design Documents prepared through the date of termination are furnished to OWNER pursuant to the terms of this paragraph.

4. **Applicable Laws.** CONSULTANT shall, at all times in the performance of its obligations under this Agreement, comply with all applicable Laws. Any Design Documents prepared by CONSULTANT and its subconsultants shall be in compliance with applicable Laws in effect on the date such Design Documents were created.
Approval by Owner. Neither the review or approval of, nor any request for corrections to, any Design Documents by OWNER or by Governmental Authorities shall be construed as relieving CONSULTANT of its responsibility for the suitability, completeness, and coordination of any Design Documents prepared by CONSULTANT or its subconsultants. Any errors, omissions, or ambiguities in the Design Documents shall be resolved by CONSULTANT at no cost to OWNER.

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

7. Notice of Increase in Scope or Cost of Services. CONSULTANT 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 CONSULTANT 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. CONSULTANT 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 any Design Documents prepared by CONSULTANT or its subconsultants shall not relieve CONSULTANT or its subconsultants of their responsibility for the completeness, coordination or suitability of any Design Documents to be prepared by CONSULTANT as specified in this Agreement and in any Proposal accepted in writing by OWNER.

9. Surveys, Services and Reports

a. General. OWNER shall furnish such inspections, reports and any other supporting data as required by applicable Laws or by the Contract Documents and which are not required to be furnished by CONSULTANT under this Agreement or by CONTRACTOR under the Construction Contract.

b. Surveys, Legal Restrictions. If applicable under the Proposal, OWNER shall furnish CONSULTANT with an engineering and topographic survey of the Site, giving (as applicable) grades and lines of existing improvements (such as structures, streets, alleys, pavement); rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; and information in OWNER’s possession or as otherwise needed for performance of CONSULTANT’s services concerning available service and utility lines, both public and private.

c. Geotechnical. If applicable under the Proposal, OWNER shall furnish geotechnical data and reports, or employ specialty consultants to provide such data or reports, as necessary for CONSULTANT to perform its Services; which data and reports may include test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions and design foundations.
d. **No Warranty by Owner.** Although CONSULTANT 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 CONSULTANT in the event that such surveys, data, reports or other information are found to be inaccurate, incomplete or insufficient.

e. **Notice of Defects.** *If applicable under the Proposal,* OWNER and CONSULTANT shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the overall Project or nonconformance of CONTRACTOR’S Work with the Construction Contract or Construction Documents.

f. **Governmental Authorities.** OWNER shall reimburse CONSULTANT for all fees required by any Appropriate Governmental Authority for filing and checking any of the Design Documents of CONSULTANT or its subconsultants and for building and related permits required by Appropriate Governmental Authorities.

10. **Accompanying Documentation for Invoices.** Each invoice for payment for Services, *i.e.*, those performed and compensated on an hourly (as opposed to a lump sum) basis shall include detailed time summaries that are broken down by time keeper, 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 Services and Reimbursable Expenses for which reimbursement is sought in the invoice for payment.

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 OWNER REPRESENTATIVE. No payment to CONSULTANT by OWNER shall be deemed an acceptance of Services not completed in accordance with this Agreement.

12. **Payment Disputes and Withholding by Owner.** OWNER shall have the right, after written notice to CONSULTANT, to withhold from payment to CONSULTANT any amounts in dispute, including without limitation any losses incurred by OWNER due to defects in any Design Documents prepared by CONSULTANT or its subconsultants or a failure by CONSULTANT 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 CONSULTANT with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement. CONSULTANT shall continue performance of its Services pending final determination of disputes relating to such withholding. CONSULTANT shall not be entitled to any interest on any funds withheld under this paragraph.

13. **Inspection by Owner Records.** CONSULTANT and its subconsultants 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. CONSULTANT and its subconsultants 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. All such books and records shall be maintained 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
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 CONSULTANT and its subconsultants’ 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 CONSULTANT offices or facilities. In addition, CONSULTANT shall, at no cost or expense to OWNER, furnish facilities and cooperate fully with the audit. Upon request, CONSULTANT shall provide reproducible copies of books, records and other documents in the possession of CONSULTANT and its subconsultants that are applicable to this Agreement for reproduction by OWNER or its designee.

c. 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 CONSULTANT, CONSULTANT 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 that CONSULTANT has failed to perform in accordance with terms and conditions of 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 at any time upon ten (10) days’ written notice to CONSULTANT, in which case OWNER will, within forty-five (45) days after receipt and OWNER REPRESENTATIVE acceptance of an invoice for payment prepared in accordance with this Agreement, pay CONSULTANT an amount calculated in accordance with this Agreement for all Services performed, and all authorized Reimbursable Expenses incurred, up to and including the effective date of termination.

c. Termination Payments. The payments, if any, made to CONSULTANT pursuant to this Section 15, shall be CONSULTANT’s sole and exclusive compensation and OWNER shall have no liability to CONSULTANT 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 deletion by OWNER, for cause or convenience, of a portion of the Project or a portion of the Services, then CONSULTANT’s fixed compensation for Services for the remaining portions of the Project or Services not so deleted shall be equitably adjusted to reflect the resulting reduction in CONSULTANT’s Scope of Services.

Provided, however, that such reduction shall not require reduction of fees earned by CONSULTANT for Services authorized by OWNER and correctly performed up to the date of deletion.

15. Payment Contingent on CONSULTANT Furnishing All Design Documents, if Any. Any provision to the contrary in this Agreement notwithstanding, no payment shall be due
CONSULTANT for authorized Services performed following termination of this Agreement until CONSULTANT provides OWNER with any Design Documents prepared by CONSULTANT or its subconsultants related thereto in its possession or control, to the extent this is part of the Services for a Project.

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

a. Any negligent act or omission of CONSULTANT or its subconsultants, officers, directors, employees, or any other person or entity for whose negligent conduct CONSULTANT would be legally liable with respect to the performance of services under this Agreement;

b. The material false representation by CONSULTANT given in connection with or contained in this Agreement;

c. Any claim of loss by any third person or entity against any Indemnitee arising out of an alleged or actual negligent act or omission of CONSULTANT, its subconsultants, or any person or entity for whose acts or omissions any of them is liable as a result with respect to this Agreement and the performance of it; or

d. Infringement upon any United States patent, trademark or copyright arising out of the actual or alleged act or omission of CONSULTANT or its subconsultants, in their performance of this Agreement; provided, however, that nothing herein shall be interpreted as obligating CONSULTANT to indemnify any Indemnitee against such Indemnitee’s sole negligence or intentional misconduct.

Notwithstanding the foregoing, CONSULTANT shall not be responsible for indemnifying Indemnitees for claims, damages, losses or expenses arising or resulting solely from the negligence or willful misconduct of Indemnitees.

17. **Dispute Resolution.** The parties shall resolve disputes by the direct negotiation process described below, in which each party shall be permitted to participate fully, and which to participate in good faith effort shall be a condition precedent to litigation – unless the claimant is unable with reasonable efforts to initiate and conclude Direct Negotiations before the right(s) or claim(s) at issue in the dispute is lost or prejudiced as a matter of law or fact.

a. **Direct Negotiations.** Designated representatives of OWNER and CONSULTANT shall meet as soon as possible (but not later than ten (10) days after receipt of the claimant’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 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., a contractor or architect) against CONSULTANT that is in turn
being asserted by CONSULTANT against OWNER, then such third party shall also be permitted to present its claim in such negotiations, provided the person presenting possesses the same authority and knowledge required of a party representative. 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. Nothing in this Agreement, however, shall imbue with privilege or confidentiality (greater than otherwise provided in this Agreement or by law) facts relevant to the negotiation and the Project.

b. Litigation. If the direct negotiations do not resolve the dispute(s), then the party asserting the claim may initiate a lawsuit in the Fulton County Superior Court. The parties’ consent to the exclusive jurisdiction and venue of the Fulton County Superior Court for the litigation of any claims or other disputes between them relating to this Agreement, the Project, or the Services.

18. Non-Discrimination. It is the policy of OWNER that in connection with all Services rendered there be no discrimination against any prospective or active employee engaged in such 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, CONSULTANT therefore agrees to comply with applicable 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, CONSULTANT agrees to require like compliance by all subconsultants employed by CONSULTANT on the Project.

19. Addresses for Notices. All notices, demands or requests 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
Attn: Superintendent
c/o Fulton County Schools
6201 Powers Ferry Road NW
Atlanta, Georgia 30339

To CONSULTANT:

________________________________________
________________________________________
________________________________________

20. Waiver. Provisions of this Agreement may be waived by a Party 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 CONSULTANT services shall not in any way alter CONSULTANT 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 (including any accepted Proposal which shall be attached hereto as Appendix III) and the other attachments hereto, represents the entire Agreement between OWNER and CONSULTANT 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 Proposals accepted in writing by OWNER as set forth herein, or by another written instrument signed by both OWNER and CONSULTANT and approved as required by Georgia law.

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 CONSULTANT 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 CONSULTANT without the prior written consent and approval of OWNER, which may be granted or withheld in OWNER’s sole discretion. Nothing in this Agreement shall be construed to disallow CONSULTANT to pledge receivables to a governmentally licensed or regulated financial institution as collateral for a loan to CONSULTANT; provided, however, that that pledge shall not be deemed to provide a right of action against OWNER by the institution related to the pledge This Agreement and all of OWNER’s rights in and to the Design Documents may be assigned by OWNER upon written notice to CONSULTANT. OWNER shall have no liability or responsibility to CONSULTANT for payment for any services performed after the date of such assignment and notice by OWNER.

25. **Confidentiality.** CONSULTANT shall treat all information and data furnished to it by OWNER or any other Project Team member or otherwise obtained or prepared by CONSULTANT 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 CONSULTANT’s performance of this Agreement, any governmental filings, or applications under the Georgia Open Records Act. Unless otherwise requested by OWNER, CONSULTANT shall not engage in any public references or statements to the Project, OWNER and CONSULTANT’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 OWNER. CONSULTANT shall instruct all of its employees of the foregoing confidentiality obligation.

26. **Independent Contractor.** CONSULTANT is and shall at all times remain as to OWNER a wholly independent contractor. Neither OWNER nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s officers, agents or employees, except as herein expressly set forth. CONSULTANT 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 OWNER. Unless otherwise set forth expressly in this Agreement, the identity of all agents of CONSULTANT are set forth here – or will be expressly designated as such by notice in writing to OWNER by CONSULTANT. No subconsultant, employee, or other person involved with the Project and CONSULTANT shall be deemed an agent with authority to bind CONSULTANT unless that person is expressly identified as such by CONSULTANT’s designated representative set forth in this Agreement – or his or her duly designated appointee.
27. **Representations by CONSULTANT.** CONSULTANT 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) CONSULTANT’s Principal in charge of the Project is duly licensed in accordance with all applicable Laws to render the services to be provided by this Agreement, if such license is required by Law for CONSULTANT’s trade.

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. **Cost Principles.** CONSULTANT agrees to be bound by the Expense Reimbursements Procedure of the Fulton County School System, effective date 8/10/2000 and as modified thereafter, for any reimbursable Project-related expenditure. A copy of a current document shall be provided to CONSULTANT upon request.

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

31. **Advertising.** CONSULTANT may not use OWNER’s name or refer to OWNER or the Project, directly or indirectly in any promotional materials, advertisement, news release or release to any professional or trade publication without OWNER’s prior written approval, which may be withheld in its sole discretion. Nothing in this Agreement shall, however, preclude CONSULTANT from showing pictures and plans of the Project, identifying OWNER in CONSULTANT’s portfolio and other promotional material.

32. **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 CONSULTANT, the hard copy shall control.

33. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia.

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

35. **Evaluation.** CONSULTANT acknowledges that the presentation or Services may be evaluated by the Owner’s Representative and OWNER, and understands that the results of the evaluation will be made available to CONSULTANT upon request. CONSULTANT agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by OWNER for evaluation purposes.

36. **Conflict of Interest.** CONSULTANT represents that it 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 known to have any such interest shall be subcontracted in connection with this Agreement, or employed by CONSULTANT. CONSULTANT has disclosed to OWNER prior to entering into this Agreement any and all circumstances that reasonably comprise a conflict of interest relative to the services to be provided. CONSULTANT 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 Agreements with this Agreement. Should a conflict of interest issue arise, CONSULTANT agrees to fully cooperate in any inquiry and to provide OWNER with all documents or other information reasonably necessary to enable 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 OWNER may have.

End of Exhibit C
Exhibit D
INSURANCE REQUIREMENTS
Building Consultant Services Task Orders Agreement

A. Basic Insurance Requirements. Prior to commencing Services, CONSULTANT 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 Indemnitees”) 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT. 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 CONSULTANT is providing professional services]. The CONSULTANT shall procure and maintain during the life of the Contract, Insurance appropriate to the CONSULTANT’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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANTS 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 CONSULTANTS’ 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 are to contain, or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days prior written notice to OWNER.
2. Worker's Compensation and Employer's Liability and Property Insurance policies shall contain a waiver of subrogation in favor of OWNER and OWNER Indemnites.
3. Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies shall include an appropriate endorsement making OWNER and OWNER Indemnites Additional Insureds under such provisions.

**D. Claims-Made Policies.** If CONSULTANT’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 CONSULTANT must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to OWNER for review, if/when requested.

**E. 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.

**F. Lapse in Coverage.** If CONSULTANT 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 CONSULTANT resulting from said breach. Alternatively, OWNER may purchase such coverage (but has no obligation to do so), without further notice to CONSULTANT, and deduct from sums due to CONSULTANT any premium costs advanced by OWNER for such insurance.

**G. Verification of Insurance.** CONSULTANT 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 CONSULTANT 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 CONSULTANT’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.

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

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

**J. 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.

**K. Subconsultants.** Unless otherwise approved by OWNER in writing, CONSULTANT 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 CONSULTANT under this Agreement adjusted with respect to the value of the work designed and specified by the Subconsultants.

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End of Exhibit D
Exhibit E
Building Consultant Services Task Orders Agreement

1. Program Manager

A. OWNER appoints Jacobs Project Management Company (the “PROGRAM MANAGER”) to represent its interest with regards to performance of the Agreement for Consultant Services and construction Work for the Project. The PROGRAM MANAGER is OWNER’s Representative (OR) in providing the services required for management of the Construction Contract between OWNER and CONTRACTOR, and the Agreement between CONSULTANT and OWNER. As long as the Program Manager is the OR for the Project, CONSULTANT agrees: a.) all changes in Consultant Services or Work shall only be allowed pursuant to written agreement or written direction of the PROGRAM MANAGER; b.) all contractually binding communications with OWNER shall be through the PROGRAM MANAGER; and c.) in the event CONSULTANT receives any material communication from an employee or other representative of OWNER impacting the scope of work or Services or that may reasonably result in a Change Order and/or that would increase the Services Fee, CONSULTANT will immediately advise OWNER, either directly or through the PROGRAM MANAGER, of the content of said communication after receipt of said communication by CONSULTANT. Notwithstanding the foregoing, any increase in the Stated Cost Limitation or the scope of work is only effective upon the written direction of OWNER.

B. In providing the services required to manage the Construction Contract between OWNER and CONTRACTOR, and the Agreement between CONSULTANT and OWNER, the PROGRAM MANAGER shall endeavor to maintain a working relationship with CONSULTANT and CONTRACTOR on behalf of OWNER. However, nothing should be construed to mean or imply that the PROGRAM MANAGER assumes any CONSULTANT or CONTRACTOR responsibilities or duties. CONSULTANT shall complete the Services in accordance with the Agreement between CONSULTANT and OWNER. The CONTRACTOR shall be solely and exclusively responsible for the construction aspects of the Project, including all means, methods, techniques, sequences and procedures used in construction of the Project in accordance with the Construction Contract between the CONTRACTOR and OWNER.

End of Exhibit E
APPENDIX IV

PROPOSAL

[Attached]
APPENDIX V

COMPENSATION SCHEDULE FOR BUILDING CONSULTANT SERVICES

HOURLY RATES
FULTON COUNTY SCHOOL SYSTEM
HOURLY COMPENSATION SCHEDULE
FOR BUILDING CONSULTANT SERVICES

Fees shall be based on hourly rates for various staff positions per the fee schedule indicated below, *if and as applicable to the Project described in the Proposal*:

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<tr>
<th>Position</th>
<th>Hourly Rate</th>
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[Applicable positions and hourly rates to be filled in based on the type of services to be provided]

Hourly rates are subject to the following conditions:

1. Rates are based on staff members being based in their own office, not housed in OWNER facilities.
2. Rates do not include mileage, which will be compensated at the rate currently allowed by the Federal government.
3. Rates do not include reimbursable expenses that will be compensated at cost.
4. Note: For projects of unique size or requirements, OWNER reserves the right to negotiate an appropriate fee structure.

End of Appendix V