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Cindy Loe, Ph.D., *Superintendent*

DATE: 24 February 2010
TO: All Offerors
FROM: FCS Capital Program Contracts Department
RE: **Request for Qualifications No. 443-10, Roofing and Waterproofing Consultants**

The Fulton County Board of Education invites you to submit qualifications for provide Roofing and Waterproofing Consultant services for various Fulton County School System projects.

A Pre-Qualification Conference will be held on **10 March 2010 at 10:00 a.m.**, at The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349.

Sealed Qualifications will be received subject to the attached terms specified in “Instructions & Conditions”, at the office of the Capital Program Contracts Manager, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Qualifications will be received on 23 March 2010 up to 2:30 p.m. local time (as per the Capital Program Contracts Department time clock).**

Questions regarding the submittal process should be directed in writing to the Capital Program Contracts Manager via facsimile at (404) 305-2167. **Only questions received prior to 4:30 p.m. on 16 March 2010(as per the Contracts Department time clock) will be considered.**

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. 443-10” 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 RFQ NUMBER ON OUTSIDE OF ENVELOPE. FOR IDENTIFICATION PURPOSES THE FIRM’S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT OUR WEBSITE AT www.fcscpcontracts.org

SOLICITATION NO. 443-10

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

ROOFING AND WATERPROOFING CONSULTANT

**FULTON COUNTY SCHOOLS
CAPITAL PROGRAM CONTRACT DEPARTMENT
5270 NORTHFIELD BOULEVARD
COLLEGE PARK, GEORGIA 30349**

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ROOFING AND WATERPROOFING CONSULTANTS

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SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITALS

1. INTRODUCTION

- a. To be entitled for consideration, sealed submittals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.
- b. Sealed submittals in sextuplicate (1 original and 5 copies) will be mailed or hand delivered to the office of the Capital Program Contracts Manager, 5270 Northfield Boulevard, College Park, Georgia 30349.
- c. Submittals received after the date and time specified by the time clock in the FCS Contracting Department will not be considered.
- d. The Board of Education reserves the right to accept or reject any or all submittals and to waive minor irregularities and technicalities. The judgment of Fulton County Schools on such matters shall be final.

2. REQUEST FOR QUALIFICATION PROCESS:

This solicitation is a Request for Qualification (RFQ). The Offeror provided submittal(s) will be given an initial evaluation by a committee. The results of the initial evaluation will establish a “qualifying range.” Essentially, if a Roofing and Waterproofing Consultant’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 Roofing and Waterproofing Consultant and Fulton County Schools. Offerors in the qualifying range will be notified and an interview meeting will be arranged with FCS 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 Contracting Department. A list of recommended firms to 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 Roofing and Waterproofing Consultant 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.
- b. The Owner’s Representative will be Parsons Corporation.

SUBMITTAL CONDITIONS

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

Offerors are notified that they must thoroughly examine submittal documents, which include, Cover Sheet, Table of Contents, Submittal Conditions, Specifications, Request for Qualification and Submittal's Checklist, together with Addenda thereto issued prior to FCS receipt of submittals.

Any Addenda issued in writing during the time of solicitation shall be included in the submittal, and each will be incorporated in any subsequent Contract.

If any person or firm contemplates submitting a submittal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request to the Contracting Department for interpretation. This must be submitted in writing not-less-than ten (10) days prior to the submittal due date or within five (5) days after the pre-qualification conference – whichever date is later – and addressed to the Contracting Department.

Interpretations of Submittal Documents will be made by Addenda only. Copies of all addenda will be posted on the Contracting Department Web Site www.fcscpcontracts.org for all firms who have obtained a set of Submittal Documents from the Contracting Department to use in the preparation of submittals. The Fulton County Schools will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to Offerors as to the meaning of Submittal Documents. Requests for such interpretations shall be made in writing to the Contracting Department. Failure on the part of the Offeror to do so shall not relieve them of the obligation to execute such Work in accordance with a later interpretation by the Fulton County Schools. All interpretations made to the Offerors shall be made to the form of addenda to the Submittal Documents and sent to all Offerors.

SUBMITTAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF SUBMITTALS

6. WITHDRAWAL OF SUBMITTALS

A 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 the 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 technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or any subsequent Agreement with the Fulton County Board of Education. If the Offeror objects to any term or condition that shall relate to an Agreement resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the submittal immediately after the executive summary.

If FCS accepts the objection it will be stated in the purchase order or subsequent Agreement. If not stated in the purchase order or Agreement, the terms and conditions shall remain as written in the solicitation.

8. COMPLIANCE WITH LAWS

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

9. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to submittal due date. Other protests shall be filed not later than three (3) working days after proposal 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 Capital Program Contracts Manager. Protests that are not filed in a timely manner, as set forth above, will not be considered.

10. CONTRACTING POLICY

The FCS Contracting Policy, Contracting Procedures and Contracting Regulations 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 Contracting Policy, Contracting Procedures and Contracting Regulations in any issue or action related to this solicitation or subsequent Agreement resulting from this solicitation.

SUBMITTAL CONDITIONS

SECTION II – CONTRACT AWARD

1. FORM OF AGREEMENT

The forms of Agreement are shown in Appendix II of this solicitation.

2. EXECUTED AGREEMENT

An Agreement will be executed with the responsible Offeror whose submittal is determined to be the most advantageous and is of best value to Fulton County Schools. Submittals will be evaluated on a combination of factors (see the RFQ portion of this solicitation for weighted evaluation factors).

3. CONFLICTS IN TERMS AND CONDITIONS

In 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 Fulton County Schools' vendor database, each Engineer will need to go to the FCS Contracting Department website on the World Wide Web at www.fcscpccontracts.org and complete the vendor application.

SUBMITTAL CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The Offeror, by the submission of a proposal or the acceptance of an order or contract, does agree 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

The Fulton County School System 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 requirements.

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 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 cause suspension, termination of 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 or equipment, 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.”

SUBMITTAL CONDITIONS

SECTION III – OTHER

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.

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 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.

ADDITIONAL CONDITIONS

1. AGREEMENT TYPE

The type of Agreement shall be General lump sum.

2. AGREEMENT FORM

The forms of Agreement for projects are shown in Appendix II of this solicitation.

3. AGREEMENT TIMEFRAME

Agreements shall be effective on the date of Fulton County Schools' execution of the same and shall terminate when FCS determines that no additional Work is required.

4. OWNER'S REPRESENTATIVE

The Owner Representative for the Fulton County Schools Program Management Department will be responsible for the day-to-day administration of the Agreement. The Owner Representative will be Parsons Corporation.

5. CONTRACT TIME FRAMES

The Agreement period shall be established with the assignment of project.

6. 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 therefore, any subsequent option periods, if any), by issuing a new solicitation for additional qualified Roofing and Waterproofing Consultant firms, thereby terminating the then-current approved list.

REQUEST FOR QUALIFICATION

1. PURPOSE

Fulton County Schools (FCS) intends to enter into agreements for the services with one or more firms to provide Roofing and Waterproofing Consultant services for various school construction projects. To qualify for consideration, a firm shall possess and be prepared to provide expertise, resources and personnel experienced in the design, permitting, and contract administration of school projects.

The services to be performed by the Roofing and Waterproofing Consultant shall have as their objective cost effective, low maintenance, energy efficient, durable and flexible design solutions for school facilities.

2. SCOPE OF WORK

Provide re-roofing and waterproofing design services for Fulton County Schools' planned renovation program. Projects will vary from partial roof replacement to a complete renovation of the envelope of the building. It is anticipated that the projects will be designed starting in 2010. In addition to roof replacement projects this scope of work may also include providing construction management services for new construction consisting of plan review and on site inspection of flashing and roofing installations as requested.

A – ROOFING AND WALL SURVEY -The survey shall include the entire roof and walls.

1. The survey shall include a detail inspection that may include roof cuts for testing.
2. The survey shall include recommendations for correcting all leaks and all roof problems that are likely to occur for a minimum of five years.
3. The survey shall include a scope of work and an estimated project budget for the recommended work.
4. The survey shall include a roof plan and pictures showing all penetrations, roof top equipment and areas work is recommended.
5. The survey shall include any roof top equipment that is in poor condition that could be a source of leaks.

B – PLANS AND SPECIFICATIONS - The plans and specifications shall include complete specifications and plans for completing the work.

1. Divisions 00 and 01 will be provided by the Program Manager.
2. The specifications shall include a minimum of a 20 year solution for roofing and a minimum of a 10 year solution for waterproofing work.
3. The plans will include the roof plan and details for all specified work. National Roofing Contractors Association (NRCA) or Sheet Metal and Air Conditioning Contractors'

REQUEST FOR QUALIFICATION

National Association (SMACNA) details can be substituted or referenced for common details. All plans will be furnished in Computer Aided Drafting (CAD) electronic format.

C – CONSTRUCTION PHASE – The construction phase shall include continuous involvement of the Project Consultant throughout the entire construction phase of the project.

1. Consultant shall attend the pre-qualification conference, and the pre-job conference. Report of meetings shall be required.
2. Consultant shall include review and approval of submittals and shop drawings.
3. Consultant shall conduct weekly inspections and job meetings while the work is in progress. A verbal review of unacceptable work or materials, and possible corrections shall be conducted with the contractor at each job meeting. Report of findings during inspection shall be issued in three business days.
4. Consultant shall include conducting a detail final inspection, preparing the punch list, and making additional inspections to confirm work is acceptable.
5. Consultant may include furnishing additional roof inspections; the consultant may furnish this service with current staff or with an independent contractor. This service shall be authorized on an as need basis. This service shall be paid for in accordance with the fee for additional services.

D - QUALIFICATIONS:

It is the desire of FCS to qualify firms which specialize in roofing and waterproofing consulting.

1. The firms shall have a principal as the Project Consultant, involved in all phases of the project.
2. The Consultant shall be a Registered Roof Consultant by the Roof Consultant's Institute, or a Registered Architect or Engineer specializing in roof and waterproofing consulting.
3. The consulting firm and consultant shall have a minimum of five years experience in Roofing and Waterproofing services.
4. The firm shall be able to provide roof inspections. The inspector shall be certified as a Registered Roof Observer by the Roof Consultant's Institute, or shall have a minimum of six years experience inspecting roofs.

E - REFERENCES:

References of projects completed in the past five years shall be furnished. References shall focus on work completed with FCS, other school systems, Government Agencies, and

REQUEST FOR QUALIFICATION

hospitals. Selected firms shall furnish name and contact information for a minimum of 10 references.

3. CONTRACT ASSIGNMENTS

Assignment of projects, Board approvals and Agreement execution will take place at a later date as the project schedules are developed.

4. COMPENSATION

Compensation for Surveys, Design, Construction Phase and Inspections shall be per the Compensation Schedule for Architectural Services as described in Appendix 1 of this solicitation.

REQUEST FOR QUALIFICATION

1. 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.

2. AGREEMENT ASSIGNMENTS

Projects will be awarded at later dates. Assignment of projects, Board approvals, and Agreement execution will take place as projects come on-line.

3. THE SUBMITTAL

A. 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. Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are: (1) technical capability and (2) business stability.

B. Oral Interview:

FCS may require qualified Offerors to participate in a detailed oral interview to fully discuss their submittal and to answer questions posed by FCS Representatives. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

C. Submission of Submittal:

Submittals shall be submitted in two sections: (1) technical capability; and (2) business stability. Six (6) copies of the submittal shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of services the Offeror may choose to submit; however, the concept shall be placed within the framework of the two sections.

D. Basis for Selection

Submittals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are technical capability and business stability.

REQUEST FOR QUALIFICATION

E. Preparing the Submittal

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then 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 format indicated:

1. Cover Sheet

Titled: Fulton County Board of Education
Request for Qualification Number 443-10
Roofing and Waterproofing Consultants
Submitted by: Name of company

2. 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.

3. Detail Information Sheet(s)

- a. Name of firm:
- b. Office Address:
- c. Mailing Address:
- d. Telephone Number:
Fax Number:
E-mail Address and/or web site:

REQUEST FOR QUALIFICATION

- e. Number of staff employed full time:
 - 1. Architects
 - 2. Engineers
 - 3. Registered Roof Consultants
 - 4. Registered Roof Observers
 - 5. Draftsman
 - 6. Clerical/Secretarial
 - 7. Other (identify)
- f. Number of registered professionals.
- g. List the consulting firms which are expected to be use on school projects.
- h. List any projects performed for Fulton County Schools and/or other similar school systems in size or on other similar projects. Provide the following information for each project listed:
 - 1. Type of Project (New, Addition, Renovation);
 - 2. Construction Cost (Total cost and cost/sf);
 - 3. Length of Construction (Months);
 - 4. Specific employees of firm who participated and in what capacity;
- i. Attach a copy of your current standard Form 254.

F. Executive Summary

An executive summary of not more than two (2) pages stating the firm's interest and proposed commitment to the FCS building program shall precede the specific required sections.

REQUEST FOR QUALIFICATION

G. Sections

Section I - Technical Capabilities

1. Methodologies:

In this section, the Offeror shall describe in detail the methodology and procedures that are to be used to accomplish the requirements of this RFQ. This should include all planning, project coordination, field procedure, costing and valuation techniques. Provide an outline of the organization that will be employed. The organization outline should clearly describe the numbers and professional category of personnel to be employed, 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 Offeror to deliver the services in an efficient and timely manner shall be clearly described in this section.

This section shall also include the specifics as to the equipment that will be used and any other information that will assist in the understanding of what the Offeror proposes to do and provide. Describe the office automation programs/equipment and communications tools utilized by your firm in support of design, contract document preparation and contract administration.

2. Capabilities:

- a. Details of Offeror's current and past experience in providing Roofing and Waterproofing Consultant Services so as to demonstrate appropriate expertise in these areas.
- b. Resumes outlining the qualification of each key staff member who will be assigned to FCS projects. The resumes shall include the individual's educational background, professional category (including certifications, licenses, etc.) and relevant work experience, including similar major project participation.
- c. Description of Offeror's ability to administer the program operation locally and to assign the necessary support staff.
- d. Show ability to guarantee cost effectiveness as evidenced by the results of successful projects with comparable school districts or similar multiple facility programs and operations.
- e. Demonstrate ability to provide Roofing and Waterproofing Consultant Services to a school system of FCS' size.

REQUEST FOR QUALIFICATION

- f. Describe any auxiliary or related services normally provided by the Offeror using in-house resources which may augment the proposed services and prove advantageous to Fulton County Schools. The Offeror must provide sufficient detail and evidence to show proficiency and experience in the provision of these services, as well as a detailed indication of how these services are to be provided or performed.
- g. Describe other resources or services the Roofing and Waterproofing Consultant firm can make available to Fulton County Schools. Such services must be currently provided by the Offeror to other clients and resources must belong to the Offeror. Other resources may include work management systems, inventory control and energy management.
- h. Describe your firm's experience in providing cost effective, low maintenance, energy efficient, durable and flexible design solutions for school facilities or comparable programs.
- i. 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 II - Business Stability

REQUEST FOR QUALIFICATION

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

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

3. **References** - Identify school projects designed and completed for Georgia public or private schools within the last five (5) years, or similar multi facility programs. Provide the following information for each project listed:
 - a. Name of School System/Other Program:
 - b. Name/Title of Contact Person:
 - c. Mailing Address:
 - d. Telephone Number:
 - e. Type of Project (New, Addition, Reroof):
 - f. Construction Cost (Total cost and cost/sf):
 - g. Length of Construction (Weeks):
 - h. Specific employees of firm who participated and in what capacity:

4. **Sub-consultants** - Indicate the names and addresses and degree of utilization of any and all sub consultants, which would be used in the performance of an FCS roofing and waterproofing project.

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

REQUEST FOR QUALIFICATION

All questions and/or correspondence during the proposal process shall be directed in writing to the Capital Program Contracts Manager.

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.

REQUEST FOR SEALED SUBMITTAL

DATE: _____

TIME: _____

QUALIFICATION NO.: _____

NAME OF COMPANY: _____

The Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

Gentlemen:

Having carefully examined the submittal Conditions and Specifications entitled "ROOFING AND WATERPROOFING CONSULTING 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.

The Submitter's Checklist has been complied with, is completed, and is enclosed with this bid.

A COMMITMENT TO PERFORM AS PROPOSED

Respectfully Submitted,

Name of Company

Address of Company

E-Mail 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.
- Six (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.

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 Coordinator Randy Reece, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-4585. TTY 1-800-255-0135.

APPENDIX I
COMPENSATION
FOR
ARCHITECTURAL/ENGINEERING
SERVICES

**FULTON COUNTY SCHOOL SYSTEM
COMPENSATION SCHEDULE
FOR
ARCHITECTURAL/ENGINEERING SERVICES**

Fees shall be based on the size and category of project as indicated in the standard fee schedule indicated below:

SECTION A: OMIT

SECTION B: ADDITION AND RENOVATION PROJECTS

<u>COST LIMITATION</u>	<u>Fee Formula</u>
\$0 - to - \$100,000	Fee equals \$1,500 plus 7.5% times the GMP
\$100,001 - to - \$500,000	Fee equals \$15,000 plus 7.5% times that portion of the GMP above \$100,000
\$500,001 - to - \$750,000	Fee equals \$50,000 plus 7.25% times that portion of the GMP above \$500,000
\$750,001 - to - \$1,000,000	Fee equals \$68,000 plus 7.00% times that portion of the GMP above \$750,000
\$1,000,001 - to - \$1,250,000	Fee equals \$85,000 plus 6.75% times that portion of the GMP above \$1,000,000
\$1,250,001 - to - \$1,500,000	Fee equals \$100,000 plus 6.50% times that portion of the GMP above \$1,250,000
\$1,500,001 - to - \$2,000,000	Fee equals \$115,000 plus 6.25% times that portion of the GMP above \$1,500,000
\$2,000,001 - to - \$3,000,000	Fee equals \$145,000 plus 6.00% times that portion of the GMP above \$2,000,000
\$3,000,001 - to - \$4,000,000	Fee equals \$200,000 plus 5.75% times that portion of the GMP above \$3,000,000
\$4,000,001 - to - \$5,000,000	Fee equals \$252,000 plus 5.50% times that portion of the GMP above \$4,000,000
\$5,000,001 - to - \$6,000,000	Fee equals \$302,000 plus 5.25% times that portion of the GMP above \$5,000,000
\$6,000,001 - to - \$7,000,000	Fee equals \$350,000 plus 5.00% times that portion of the GMP above \$6,000,000
\$7,000,001 - and - over	Fee equals \$400,000 plus 4.75% times that portion of the GMP above \$7,000,000

Note: For projects of unique size or requirements, the Owner reserves the right to negotiate an appropriate fee structure.

APPENDIX II

FULTON COUNTY SCHOOLS

PROFESSIONAL SERVICES AGREEMENT

FOR

ROOFING AND WATERPROOFING CONSULTING
SERVICES

TASK ORDERS

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**Agreement No. XXXXX
Name of Service Provider**

**Professional Services Agreement
For Roofing and Waterproofing Consulting Services
Task Orders**

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

WHEREAS the BOARD is authorized to contract with an independent Contractor specially trained to perform the professional services required; and

WHEREAS the ROOFING AND WATERPROOFING CONSULTANT is specially trained and experienced and competent to perform the professional services pursuant to this Agreement, the parties hereto agree as follows:

1. The Scope of Services to be performed and/or tasks to be accomplished are stated in Exhibit A, attached to and made a part of this Agreement.
 2. The cost components that constitute the Fee and Payment Schedule are stated in Exhibit B, attached to and made a part of this Agreement. ROOFING AND WATERPROOFING CONSULTANT’s fee shall be based on a percentage of the OWNER’s Stated Cost Limitation and shall be payable during the course of the Project as indicated in Exhibit B. No adjustment in ROOFING AND WATERPROOFING CONSULTANT’s fee shall be made based on the Construction Contract Award Amount.
 3. Agreement Value is the total compensation payable to ROOFING AND WATERPROOFING CONSULTANT for performance of Basic Services (including, without limitation, all services, costs and expenses of its Subconsultants) in accordance with this Agreement, shall be a lump sum Basic Services Fee as set forth in the “Fulton County School System Compensation Schedule for Architectural Services.” Compensation for Additional Services and reimbursable expenses is stated 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. The Insurance Requirments as set forth in Exhibit D, attached to and made a part of this Agreement.
1. The term of this Agreement shall begin upon the date stated in a Notice to Proceed from the OWNER to the ROOFING AND WATERPROOFING CONSULTANT and shall expire upon the ROOFING AND WATERPROOFING CONSULTANT’s satisfactory completion of all services hereunder. During the period of performance, the ROOFING AND WATERPROOFING CONSULTANT shall provide the types of insurance coverage in the amounts stipulated in Exhibit D, attached to and made a part of this Agreement.
 2. 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 Agent for managing the Construction Contract and the ROOFING AND WATERPROOFING CONSULTANT Agreement.

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**Agreement No. XXXXX
Name of Service Provider**

**Professional Services Agreement
For Roofing and Waterproofing Consulting Services
Task Orders**

This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or Agreement, and may be amended only by written amendment executed by both parties to this Agreement.

WITNESS the parties hereto:

The ROOFING AND WATERPROOFING CONSULTANT represents it has the background, knowledge, licensing, experience and expertise necessary to provide the professional services set forth in this Agreement.

ROOFING AND WATERPROOFING CONSULTANT

Name of Architect or ROOFING AND WATERPROOFING CONSULTANT Firm

By: _____ Title _____
(Print Name) (Print Title)

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.

Signed _____ Date _____

Georgia License Number # _____ Federal Tax I.D. # _____

Firm:

Address:

Telephone:

Fax:

FULTON COUNTY BOARD OF EDUCATION

By _____ Date _____
Linda P. Bryant, President

Date _____
Dr. Cindy Loe, Secretary

**Exhibit A
SCOPE OF SERVICES
Professional Services Agreement
For Roofing and Waterproofing Consulting Services
Task Orders**

Project Name:

School Name:

Project Description:

Project Number:

OWNER's Stated Cost Limitation for the Project is \$XXX,XXX.XX

I. PROJECT DESCRIPTION:

From time to time, the OWNER requires architectural and ROOFING AND WATERPROOFING CONSULTANTing services for its small projects. The types of small project can vary widely, involve renovation Work and/or equipment replacement and typically do not require permitting.

II. PROCUREMENT OF SERVICES:

The OWNER has determined that task order procurement is the best method to obtain architectural and ROOFING AND WATERPROOFING CONSULTANTing services for small projects. A Task Order Letter describing the scope of services to be provided is issued to the ROOFING AND WATERPROOFING CONSULTANT. The OWNER establishes a Stated Cost Limitation and provides a design schedule. The ROOFING AND WATERPROOFING CONSULTANT signs the Task Order Letter, signifying acceptance of the Task, and returns the Task Order Letter to the OWNER.

III. DESIGN PHASES:

Preliminary Design Phase: Upon receipt of the executed Task Order Letter from the ROOFING AND WATERPROOFING CONSULTANT, the OWNER shall issue an Authorization to Proceed. The duties of the ROOFING AND WATERPROOFING CONSULTANT, and any assigned Subconsultants, during the Preliminary Design Phase shall include, but are not necessarily be limited to:

1. Attending all scheduled meetings with OWNER's representatives.
2. Thoroughly documenting existing field conditions, verifying any "as-built" drawing information available from the OWNER and taking field measurements as required to accurately prepare Preliminary Drawings and Specifications.
3. Working through the OWNER REPRESENTATIVE, meet with Facilities Services Personnel to include any mandated equipment and/or installation requirements.
4. Insure full compliance with FCS Educational Specifications, local building codes and

regulatory requirements that are applicable to the Project.

The ROOFING AND WATERPROOFING CONSULTANT shall prepare Preliminary Drawings and Specifications and meet with the OWNER for review and comments. The ROOFING AND WATERPROOFING CONSULTANT shall incorporate the OWNER's comments into the Preliminary Design Documents and resubmit for approval, unless otherwise authorized to proceed by the OWNER.

Construction Document Phase: Upon Authorization to Proceed by the OWNER, the ROOFING AND WATERPROOFING CONSULTANT shall prepare Construction Documents and meet with the OWNER for review and comments. The ROOFING AND WATERPROOFING CONSULTANT shall incorporate the OWNER's comments into the Construction Documents and resubmit for approval, unless otherwise approved by the OWNER.

IV. BIDDING PHASE:

Upon OWNER's approval of the Construction Documents, ROOFING AND WATERPROOFING CONSULTANT shall assist the OWNER to prepare and assemble the General Conditions, Supplementary Conditions, Notice to Contractor and Bid Proposal Forms (furnished by the OWNER) into the Specifications. The ROOFING AND WATERPROOFING CONSULTANT shall prepare the Technical Specifications and recommend any Alternates and unit pricing as may be required.

During the Bidding Phase, the ROOFING AND WATERPROOFING CONSULTANT shall prepare addenda and clarification documents, interpret Construction Documents, attend a pre-bid meeting, provide an evaluation of equals and assist the OWNER, as requested, in architectural determinations and procedures required during the Bidding Phase.

If the lowest responsive and responsible bid for construction of the project exceeds the Stated Cost Limitation by more than ten percent (10%), the OWNER may, at its discretion, (1) authorize re-bidding the project within a reasonable time, or (2) direct the ROOFING AND WATERPROOFING CONSULTANT to revise the contract documents without additional charge as necessary to bring the revised Estimated Project Construction Cost/Construction Document Phase within the Stated Cost Limitation.

V. CONSTRUCTION PHASE:

The Construction Phase shall commence with the award of the Construction Contract and shall terminate when the OWNER accepts the Project and the ROOFING AND WATERPROOFING CONSULTANT files a Notice of Completion.

The ROOFING AND WATERPROOFING CONSULTANT shall perform within professional standards to secure compliance by the CONTRACTOR with the Contract requirements, but is not responsible for the acts or omissions of the CONTRACTOR. The ROOFING AND WATERPROOFING CONSULTANT (and their consultants as necessary) shall visit the Project to ascertain that the Work is being executed in conformance with the Construction Drawings and Specifications and attend and prepare minutes for all regularly scheduled Project meetings. The ROOFING AND WATERPROOFING CONSULTANT shall be the interpreter of the requirements of the Construction Documents and the impartial judge of the performance by the CONTRACTOR.

The ROOFING AND WATERPROOFING CONSULTANT, as well as the OWNER, shall have

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**Agreement No. XXXXX
Name of Service Provider**

authority to reject work which does not conform to the Construction Documents. The ROOFING AND WATERPROOFING CONSULTANT shall promptly inform the OWNER whenever, in opinion of the ROOFING AND WATERPROOFING CONSULTANT, it may be necessary to stop the Work to avoid the improper performance of the Contract.

During the Construction Phase the ROOFING AND WATERPROOFING CONSULTANT shall:

1. Report deficiencies in the Work to the OWNER in writing.
2. Evaluate schedules, shop drawings, materials, equipment, and laboratory reports for compliance with design.
3. Review CONTRACTOR Applications for Payment and Change Orders and approve by signature to verify compliance with the construction Contract.
4. Use IMPACT software provided by the OWNER to manage construction project documentation. The OWNER shall provide IMPACT training if needed. ROOFING AND WATERPROOFING CONSULTANT's participation in IMPACT training shall not be billable to the OWNER.

The ROOFING AND WATERPROOFING CONSULTANT shall make final examinations of the Project and report findings to the OWNER by compiling a punch list, and approve by signature the final certificate for payment to the CONTRACTOR. The ROOFING AND WATERPROOFING CONSULTANT shall review for completeness written guarantees, instruction books, operational manuals, balance reports, diagrams, charts and any other deliverables required from the CONTRACTOR.

Prior to review and approval of construction Contractor's final payment requests the Roofing and Waterproofing Consultant shall review and approve the field marked Contractor's set of prints for accuracy. The Roofing and Waterproofing Consultant shall be responsible for transferring markings from the Contractor's set of prints, including RFIs and change orders, into the original CAD drawings by standard drafting methods. The Roofing and Waterproofing Consultant shall provide OWNER the following: 3 sets of full size hard copy As Built drawings; 3 sets of Maintenance manuals; all applicable warranties; and 2 soft copies CAD format drawings, and the specifications shall be prepared in a word processing format.

VI. POST CONSTRUCTION PHASE:

Subsequent to acceptance of the Work, and prior to the expiration of the guarantee period of the Project, the ROOFING AND WATERPROOFING CONSULTANT, upon request by the OWNER, shall conduct a thorough inspection of the Work and advise the OWNER of observed deficiencies in construction.

In the case where a claim is filed involving the project, The Roofing and Waterproofing Consultant shall reasonably assist the OWNER in filing a claim, producing rebuttal and attend arbitration and/or litigation hearings at no additional cost to the OWNER.

VII. ROOFING AND WATERPROOFING CONSULTANT'S ADDITIONAL SERVICES:

Additional Services require pre-authorization in writing by the OWNER. When Additional Services are authorized they shall be provided by the ROOFING AND WATERPROOFING CONSULTANT and shall be paid for by the OWNER as provided in Exhibit B, Article II. There

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**Agreement No. XXXXX
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shall be no Additional Services for changes initiated by the ROOFING AND WATERPROOFING CONSULTANT, required by code, or due to errors and omissions on the part of the ROOFING AND WATERPROOFING CONSULTANT.

The following are considered Additional Services.

1. Upon written request from the OWNER, preparing deductive or additive change orders and supporting data, drawings, specifications and other information, which were not a part of the original Scope of Work or for reduction of the cost of the Project.
2. Providing consultation concerning replacement of Work damaged by fire or other causes not the fault of the ROOFING AND WATERPROOFING CONSULTANT during construction.
3. Providing professional services made necessary through no fault of the ROOFING AND WATERPROOFING CONSULTANT, but by the fault of the CONTRACTOR in the performance of the construction Contract, including failure to complete the project on time when liquidated damages have been invoked.
4. Providing professional services made necessary by an OWNER change in Project Program requiring significant effort by ROOFING AND WATERPROOFING CONSULTANT.

VIII. OWNER'S RESPONSIBILITIES:

The following services, information, surveys and reports shall be provided to the ROOFING AND WATERPROOFING 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: Land Surveys, Soil and Foundation Data, Testing Inspection Reports, Official Forms, General Conditions and "As-Builts" Drawings.
3. Owner Representative (OR): A representative of the OWNER shall be designated to act on behalf of the OWNER with respect to the Project.
4. Electronic Project Control System: The OWNER shall provide an IMPACT and Primavera (P3ec) Software 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 claim by the OWNER for defects or deficiencies in the documents prepared by or services required of the ROOFING AND WATERPROOFING CONSULTANT.

Exhibit B
FEE AND PAYMENT SCHEDULE
Professional Services Agreement
For Roofing and Waterproofing Consulting Services
Task Orders

I. PROFESSIONAL FEE AND PAYMENT SCHEDULE

- A. The Basic Services Fee shall be based on the Fulton County School System Compensation Schedule for Architectural Services, Section B, Additions and Renovations and shall be payable during the course of the Project as follows:
1. Preliminary Plans and Specifications: Upon ROOFING AND WATERPROOFING CONSULTANT's completion, and approval of OWNER, a payment equal to twenty five percent (25%) of the fee shall be made to the ROOFING AND WATERPROOFING CONSULTANT.
 2. Construction Document Phase: Upon completion of the final bid documents and approval by the OWNER, a payment to increase the fee paid equal to sixty five percent (65%) of the fee shall be made to the ROOFING AND WATERPROOFING CONSULTANT.
 3. Bid and Award: Upon award of Contract for construction of the Project or portions thereof, a payment to increase the fee paid equal to seventy five percent (75%) of the fee shall be made to the ROOFING AND WATERPROOFING CONSULTANT.
 4. Construction Phase: Upon certification of CONTRACTOR's Payment Application for completion of Work, a payment equal to the percentage of completion of CONTRACTOR's Work times twenty-five percent (25%) of the fee shall be made to the ROOFING AND WATERPROOFING CONSULTANT.
- B. For the ROOFING AND WATERPROOFING CONSULTANT's Additional Services, as described in Exhibit A, Article VII, the fee to be paid shall be determined in one of the following manners and identified as a part of the Additional Services Authorization.
1. The OWNER may elect to negotiate a lump sum fee for Additional Services; or
 2. Compensate the ROOFING AND WATERPROOFING CONSULTANT for Work performed by principals and employees according to hourly rates by position as set forth in ROOFING AND WATERPROOFING CONSULTANT's proposal attached and made a part of this agreement.
- C. In addition to the fees for Basic and Additional Services the OWNER will reimburse the ROOFING AND WATERPROOFING CONSULTANT for reproduction and delivery of Shop Drawings during construction and all fees and permits required for agency approvals. 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 Basic 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

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Name of Service Provider**

reprographics for up to six (6) sets of bidding documents and supplemental drawings during construction.

- D. Payment under this Agreement shall be made in arrears of the completion of work, upon the submittal of an accurate invoice, not exceeding the amounts specified in paragraph A.
- E. The value of Reimbursable Expenses shall be determined by the Fulton County School System Expense Reimbursements Procedure which shall be provided to the ROOFING AND WATERPROOFING CONSULTANT upon request.
- F. Records of ROOFING AND WATERPROOFING CONSULTANT's direct personnel, consultants, additional and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the OWNER or authorized representative at mutually convenient times.

II. HOURLY RATES

In the event the OWNER elects to compensate the ROOFING AND WATERPROOFING CONSULTANT on an hourly rate basis, the ROOFING AND WATERPROOFING CONSULTANT shall provide an estimate of its anticipated hours times a mutually agreed upon position hourly rates to establish a total not to exceed price.

Exhibit C
TERMS AND CONDITIONS
Professional Services Agreement
For Roofing and Waterproofing Consulting Services
Task Orders

1. **ROOFING AND WATERPROOFING CONSULTANT Performance Standard.** All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

2. **Authority of ROOFING AND WATERPROOFING CONSULTANT.** ROOFING AND WATERPROOFING CONSULTANT authority to act on behalf of OWNER is limited to its scope of authority set forth in this Agreement and the General Conditions. Notwithstanding anything else stated in this Agreement or any of the Contract Documents, ROOFING AND WATERPROOFING CONSULTANT does not have the express or implied authority to obligate OWNER to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between OWNER and the CONTRACTOR, Separate CONTRACTOR, OWNER Consultants or any other third persons or parties.

3. **Ownership of Documents**
 - a. **Property of OWNER.** The ROOFING AND WATERPROOFING CONSULTANT warrants that it is the author of the Design Documents prepared by it for the project and that it holds the copyright therein, subject to the last sentence of this Section. All Design Documents prepared by the ROOFING AND WATERPROOFING CONSULTANT and its Subconsultants, and the designs depicted in them, shall become upon their creation the property of the OWNER whether the Project is constructed or not. Without limitation to the foregoing, OWNER shall hold, and ROOFING AND WATERPROOFING CONSULTANT shall be deemed to have irrevocably assigned to OWNER in perpetuity with no reserved or retained rights to ROOFING AND WATERPROOFING CONSULTANT or to any other persons or entities, all copyrights to the Design Documents and to the designs depicted in them.

 - b. **Use by ROOFING AND WATERPROOFING CONSULTANT.** The OWNER hereby grants to ROOFING AND WATERPROOFING CONSULTANT and its Subconsultants a license, revocable at will of OWNER, to use and copy the Design Documents and the designs depicted in them during the term of this Agreement, for the sole purpose of performing the services required under this Agreement. With the exception of (i) standard and generic details in the Design Documents, and (ii) other designs or details that do not involve a replication of the overall building design or aesthetic appearance, the Design Documents shall not be used or replicated as a whole, or in substantial part, by the ROOFING AND WATERPROOFING CONSULTANT on other projects.

 - c. **Use by OWNER.** The OWNER may use the Design Documents, and the designs depicted in them, without the ROOFING AND WATERPROOFING CONSULTANT's consent, in connection with the Project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project. Any such use of the Design Documents without the ROOFING AND WATERPROOFING CONSULTANT's participation shall be at OWNER sole risk, and the ROOFING AND WATERPROOFING CONSULTANT shall not be responsible for losses arising from OWNER modification of the

Documents without ROOFING AND WATERPROOFING CONSULTANT participation.

- d. Termination.** In the event of termination of this Agreement by either party for any reason, the OWNER reserves the right to receive, and the ROOFING AND WATERPROOFING CONSULTANT shall promptly provide to the OWNER, all Drawings, Specifications, models, and other Design Documents prepared to the date of termination by the ROOFING AND WATERPROOFING CONSULTANT and its Subconsultants for the Project. ROOFING AND WATERPROOFING CONSULTANT shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference. Any dispute regarding the amount of any payment to be made by OWNER under this Agreement shall not diminish, restrict or limit the right of the OWNER to own, receive and use the Design Documents, and the designs depicted in them, as provided in this section. The OWNER may withhold any payments due ROOFING AND WATERPROOFING CONSULTANT upon termination until all Design Documents prepared through the date of termination are furnished to OWNER pursuant to the terms of this paragraph.
- 4. Applicable Laws, Orders of Governmental Authorities.** ROOFING AND WATERPROOFING CONSULTANT shall, at all times in its performance of its obligations under this Agreement, comply with all applicable laws and lawful orders of Governmental Authorities. All Design Documents prepared by ROOFING AND WATERPROOFING CONSULTANT and its Subconsultants shall be in compliance with applicable laws and lawful orders of Governmental Authorities in effect on the date such Design Documents were created. ROOFING AND WATERPROOFING CONSULTANT shall exercise professional care to keep informed and advise OWNER of possible changes in applicable laws and lawful orders of Governmental Authorities that could affect the Project and shall promptly inform OWNER of such changes in advance of their becoming effective.
- 5. Approval by OWNER.** Neither the review or approval of, nor any request for corrections to, the Design Documents by OWNER, Governmental Authorities or any other Project team member shall be construed as relieving ROOFING AND WATERPROOFING CONSULTANT of its responsibility for the suitability, completeness and coordination of the Design Documents prepared by ROOFING AND WATERPROOFING CONSULTANT or its Subconsultants. Any errors, omissions, or ambiguities in the Design Documents shall be resolved by the ROOFING AND WATERPROOFING CONSULTANT at no cost to the OWNER.
- 6. Time of Essence.** All time limits set forth in this Agreement pertaining to ROOFING AND WATERPROOFING CONSULTANT performance of any obligation or act relating to or for the benefit of the Project are of the essence to this Agreement and shall not be exceeded by the ROOFING AND WATERPROOFING CONSULTANT.
- 7. Notice of Additional Services/Increase in Stated Cost Limitation.**
- a. ROOFING AND WATERPROOFING CONSULTANT shall notify OWNER in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or OWNER representative's request) that ROOFING AND WATERPROOFING CONSULTANT believes may give rise to Additional Services. ROOFING AND WATERPROOFING CONSULTANT waives the right to compensation for additional services performed without prior written approval by OWNER that expressly acknowledges that such service is an additional service.
 - b. ROOFING AND WATERPROOFING CONSULTANT shall notify OWNER in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or request by an OWNER representative) that ROOFING AND

WATERPROOFING CONSULTANT believes may cause an increase in the Stated Cost Limitation or Estimated Construction Budget.

8. **Additional Services.** ROOFING AND WATERPROOFING CONSULTANT shall provide additional services germane to the Professional Services Agreement when authorized by OWNER in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated fixed fee or according to the Fulton County Schools “Compensation Schedule for ROOFING AND WATERPROOFING CONSULTANT Staff Additional Services.”
9. **OWNER Approvals.** Approval by OWNER of Design Documents prepared by ROOFING AND WATERPROOFING CONSULTANT or its Subconsultants (i) shall not relieve ROOFING AND WATERPROOFING CONSULTANT or its Subconsultants of their sole responsibility for the completeness, coordination or suitability of the Design Documents, and (ii) shall not constitute acceptance or approval of any revision to the Project Program unless ROOFING AND WATERPROOFING CONSULTANT informs OWNER in writing at the time of seeking such approval that it is requesting approval of a revision to the Program and OWNER thereafter issues approval of such change in the Program in writing. Any and all OWNER approvals or decisions that involve changes to the Program, ROOFING AND WATERPROOFING CONSULTANT compensation (including, without limitation, compensation for Additional Services or any reimbursable expenses), or time for performance by ROOFING AND WATERPROOFING CONSULTANT (including, without limitation, changes in the Project Schedule) must be approved by OR in writing.

10. Surveys, Services and Reports

- a. **General.** OWNER shall furnish such structural, mechanical, electrical, chemical, soils and other tests, inspections and reports as required by Applicable Laws or by the Contract Documents and which are not required to be furnished by ROOFING AND WATERPROOFING CONSULTANT under this Agreement or by CONTRACTOR under the Contract Documents.
- b. **Surveys, Legal Restrictions.** If required for the performance of ROOFING AND WATERPROOFING CONSULTANT services, OWNER shall furnish the ROOFING AND WATERPROOFING CONSULTANT with an ROOFING AND WATERPROOFING CONSULTANTing survey and topography 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 possession concerning available service and utility lines, both public and private.
- c. **Geotechnical.** OWNER shall furnish geotechnical data and reports, or employ Specialty Consultants to provide such data or reports, when reasonably deemed necessary by the ROOFING AND WATERPROOFING CONSULTANT, including test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions.
- d. **No Warranty by OWNER.** Although ROOFING AND WATERPROOFING 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 ROOFING AND WATERPROOFING CONSULTANT, other than as permitted by this Agreement for authorized Additional Services, in the event that such surveys, data, reports or other information are found to be

inaccurate, incomplete or insufficient.

- e. **Notice of Defects.** OWNER and ROOFING AND WATERPROOFING CONSULTANT shall each provide prompt written notice to the other party if either becomes aware of any defect or deficiency in the Project or nonconformance with the Contract Documents.
- f. **Governmental Authorities.** OWNER shall pay all fees required by any local, state or federal agency for filing and checking any of the Design Documents of ROOFING AND WATERPROOFING CONSULTANT or its Subconsultants and for building and related permits required by Governmental Authorities.

11. Accompanying Documentation. Each Invoice for payment for Services, including Additional Services, performed and compensated on an hourly (as opposed to a lump sum) basis shall include detailed time summaries that are broken down by 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 additional services reimbursable expenses for which reimbursement is sought in the invoice for payment.

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

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

14. Inspection by OWNER

- a. **Records.** ROOFING AND WATERPROOFING 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. ROOFING AND WATERPROOFING CONSULTANT and its Subconsultants shall maintain such records in sufficient detail to

permit the 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 later of termination of this Agreement or Final Completion of the Project.

- b. Audit.** The 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 ROOFING AND WATERPROOFING 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 the ROOFING AND WATERPROOFING CONSULTANT's offices or facilities. In addition, ROOFING AND WATERPROOFING CONSULTANT shall, at no cost or expense to the OWNER, furnish facilities and cooperate fully with the audit. Upon request, ROOFING AND WATERPROOFING CONSULTANT shall provide reproducible copies of books, records and other documents in the possession of ROOFING AND WATERPROOFING CONSULTANT and its Subconsultants that are applicable to this Agreement for reproduction by the OWNER or its designee.
- c. Reimbursement.** To the extent that an audit by the OWNER, OWNER's independent auditors or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Project by the ROOFING AND WATERPROOFING CONSULTANT, ROOFING AND WATERPROOFING CONSULTANT agrees to remit the amount of the overpayment to the OWNER within five (5) days after demand.

15. Termination by OWNER

- a. For Cause.** If OWNER determines ROOFING AND WATERPROOFING CONSULTANT has failed to perform in according to the Agreement, OWNER may terminate all or part of the Agreement for cause upon seven (7) days written notice.
- b. For Convenience.** OWNER may terminate or suspend performance of all or part of this Agreement for convenience and without cause anytime upon ten (10) days written notice to ROOFING AND WATERPROOFING CONSULTANT, in which case OWNER will, within forty-five (45) days after receipt and OR acceptance of invoice prepared in accordance with Agreement, pay ROOFING AND WATERPROOFING CONSULTANT an amount calculated in accordance with this Agreement for all Basic Services and authorized Additional Services performed, and all authorized reimbursable expenses incurred, up to and including the effective date of termination.
- c. Termination Payments.** ROOFING AND WATERPROOFING CONSULTANT payments, if any, made pursuant to this Section 15 shall be ROOFING AND WATERPROOFING CONSULTANT's sole and exclusive compensation and OWNER shall have no liability to ROOFING AND WATERPROOFING 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 termination by OWNER, for cause or convenience, of a portion of the Project or a portion of the Basic Services, then the ROOFING AND

WATERPROOFING CONSULTANT's fixed compensation for Basic Services for the portions of the Project or Basic Services not so terminated shall be equitably adjusted to reflect the resulting reduction in ROOFING AND WATERPROOFING CONSULTANT's Scope of Basic Services.

16. Payment Contingent on ROOFING AND WATERPROOFING CONSULTANT Furnishing All Design Documents. Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the ROOFING AND WATERPROOFING CONSULTANT following termination of this Agreement until the ROOFING AND WATERPROOFING CONSULTANT provides the OWNER with all Design Documents in its possession or control.

17. Indemnification

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

- (1) Any negligent or actual act or omission of ROOFING AND WATERPROOFING CONSULTANT or its Subconsultants or any person or entity for whose acts or omissions any of them may be liable;
- (2) The material inaccuracy of any representation by ROOFING AND WATERPROOFING CONSULTANT given in connection with or contained in this Agreement;
- (3) Any claim of loss by any third person or entity against any Indemnitee arising out of an alleged or actual act or omission of ROOFING AND WATERPROOFING CONSULTANT, its Subconsultants, or any person or entity for whose acts or omissions any of them may be liable; or
- (4) Infringement upon any United States patent, trademark or copyright arising out of the actual or alleged acts or omissions of the ROOFING AND WATERPROOFING CONSULTANT or any of the ROOFING AND WATERPROOFING CONSULTANT's Subconsultants, in connection with performance of this Agreement; provided however, that nothing herein shall be interpreted as obligating ROOFING AND WATERPROOFING CONSULTANT to indemnify any Indemnitee against its sole negligence.

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

a. Direct Negotiations. Designated representatives of OWNER and ROOFING AND WATERPROOFING CONSULTANT shall meet as soon as possible (but not later than ten

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

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

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

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

To OWNER:

Fulton County Board of Education
Dr. Cindy Loe, Superintendent of Schools
c/o Fulton County Schools
786 Cleveland Avenue, SW
Atlanta, Georgia 30315

To ROOFING AND WATERPROOFING CONSULTANT:

[Name] _____
[Address] _____
[City, State, Zip Code] _____

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**Agreement No. XXXXX
Name of Service Provider**

- 21. Waiver.** Provisions of this Agreement may be waived by OWNER only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character. OWNER approval, acceptance, use or payment for any part of ROOFING AND WATERPROOFING CONSULTANT services shall not in any way alter ROOFING AND WATERPROOFING CONSULTANT obligations or waive any OWNER rights, under this Agreement.
- 22. 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.
- 23. Extent of Agreement; Amendment.** This Agreement represents the entire Agreement between OWNER and ROOFING AND WATERPROOFING 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 written instrument signed by both the OWNER and ROOFING AND WATERPROOFING CONSULTANT and approved as required by Georgia law and OWNER policy.
- 24. 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.
- 25. Successors and Assigns.** This Agreement shall be binding upon OWNER and ROOFING AND WATERPROOFING 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 ROOFING AND WATERPROOFING CONSULTANT without the prior written consent and approval of OWNER, which may be granted or withheld in OWNER's sole discretion. This Agreement and all of OWNER's rights in and to the Design Documents may be assigned by OWNER upon written notice to ROOFING AND WATERPROOFING CONSULTANT. OWNER shall have no liability or responsibility to ROOFING AND WATERPROOFING CONSULTANT for payment for any services performed after the date of such assignment and notice by OWNER.
- 26. Confidentiality.** ROOFING AND WATERPROOFING CONSULTANT shall treat all information and data furnished to it by OWNER or any other Project Team member or otherwise obtained or prepared by ROOFING AND WATERPROOFING 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 ROOFING AND WATERPROOFING CONSULTANT's performance of this Agreement, any governmental filings or applications or the Georgia Open Records Act. ROOFING AND WATERPROOFING CONSULTANT shall not engage in or permit any public references or statements to the Project, OWNER or ROOFING AND WATERPROOFING 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 the OWNER. ROOFING AND WATERPROOFING CONSULTANT shall instruct all of its employees of the foregoing confidentiality obligation.
- 27. Independent CONTRACTOR.** ROOFING AND WATERPROOFING CONSULTANT is and shall at all times remain as to the OWNER a wholly independent CONTRACTOR. Neither the OWNER nor any of its agents shall have control over the conduct of ROOFING AND WATERPROOFING CONSULTANT or any of ROOFING AND WATERPROOFING CONSULTANT's officers, agents or employees, except as herein set forth. ROOFING AND WATERPROOFING CONSULTANT

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Agreement No. XXXXX
Name of Service Provider

shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the OWNER.

- 28. Representations by ROOFING AND WATERPROOFING CONSULTANT.** ROOFING AND WATERPROOFING 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) the ROOFING AND WATERPROOFING CONSULTANT's principal in charge of the Project is duly licensed in accordance with Georgia and all other applicable laws to render the services to be provided by this Agreement.
- 29. 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.
- 30. Cost Principles.** ROOFING AND WATERPROOFING CONSULTANT agrees to be bound by the Expense Reimbursements Procedure of the Fulton County School System, in effect on the date of this Agreement and as modified thereafter, for any reimbursable project-related expenditure.
- 31. Interpretation.** ROOFING AND WATERPROOFING CONSULTANT and OWNER acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either OWNER or ROOFING AND WATERPROOFING CONSULTANT on the basis that either party was solely responsible for or in control of the drafting of this Agreement.
- 32. Advertising.** ROOFING AND WATERPROOFING CONSULTANT may not use OWNER's name or refer to OWNER or the Project, directly or indirectly in promotional materials, advertisement, news release or release to professional or trade publication without obtaining the OWNER's prior written approval.
- 33. 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 ROOFING AND WATERPROOFING CONSULTANT, the hard copy shall control.
- 34. Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia.
- 35. Key Personnel.** The OWNER shall have the right, in its absolute discretion, to require the removal of ROOFING AND WATERPROOFING CONSULTANT's personnel or Subconsultants at any level assigned to or hired for the performance of the work hereunder if the OWNER considers such removal in its best interests and directs such removal in writing to ROOFING AND WATERPROOFING CONSULTANT. Upon receipt of such direction by OWNER, ROOFING AND WATERPROOFING CONSULTANT shall remove the personnel or Subconsultant immediately from the work.
- 36. Evaluation.** ROOFING AND WATERPROOFING CONSULTANT acknowledges that the presentation or services may be evaluated by the participants, the OR and any other OWNER offices or schools and understands that the results of the evaluation may be made available to the ROOFING AND WATERPROOFING CONSULTANT, other schools and offices within the OWNER, and other school OWNER and agencies upon request. ROOFING AND WATERPROOFING CONSULTANT agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the OWNER for evaluation purposes.

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

Exhibit D
INSURANCE REQUIREMENTS
Professional Services Agreement
For Roofing and Waterproofing Consulting Services
Task Orders

I. INSURANCE

- A. Basic Insurance Requirements.** Prior to commencing Work, ROOFING AND WATERPROOFING CONSULTANT and each of its Subconsultants shall procure and maintain insurance at their own cost and expense against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services by ROOFING AND WATERPROOFING CONSULTANT, its agents, representatives, employees or Subconsultants.
1. Without in any way affecting the indemnity provided in or by the ROOFING AND WATERPROOFING CONSULTANT shall secure before commencement of the Work the types and amounts of insurance specified in this section.
 2. Insurance is to be placed with insurers admitted to do business in the State of Georgia and approved by OWNER.
 3. Each insurance coverage required by the Minimum Limits of Insurance shall be endorsed to state that coverage shall not be canceled or modified except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER in accordance with the notice provisions of this Agreement.
- B. Minimum Limits of Insurance.** ROOFING AND WATERPROOFING CONSULTANT and each of its Subconsultants shall obtain insurance of the types and in the amounts described below:
1. Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$1,000,000 in the annual aggregate including contractual or assumed liability;
 2. Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident/\$1,000,000 in annual aggregate.
 3. Workers' Compensation Insurance and Employees Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.
 4. Professional Liability (Errors and Omissions) Insurance with a minimum level of coverage equal to or greater than twenty percent (20%) of Stated Cost Limitation, but not less than \$250,000 for the Project and with a maximum deductible of \$50,000. The coverage provided shall contain an endorsement providing sixty (60) days notice to the OWNER prior to any cancellation of coverage. Design errors with consequential damages shall be evaluated on a case by case basis by the Owner Representative. Evaluation and determination of reimbursement, if applicable, shall be based on the significance of the financial impact, delays to construction

completion, coupled with the overall performance of the ROOFING AND WATERPROOFING CONSULTANT.

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

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

D. Waiver of Subrogation. For Commercial General Liability, Workers' Compensation, and Employer's Liability insurance, the insurer shall agree to waive all rights of subrogation against OWNER and any other person or entity specified by OWNER as an additional insured, as well as each of their officers, employees, agents and volunteers, for losses arising from activities and operations of an insured in the performance of services under this Agreement.

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

F. Verification of Insurance. ROOFING AND WATERPROOFING CONSULTANT shall furnish OWNER with original certificates 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 ROOFING AND WATERPROOFING CONSULTANT under this Agreement commences. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time, including endorsements (and policies, if requested) affecting the coverage required by these specifications.

G. Duration of Coverage. The insurance coverages required by Article I, Section B shall be maintained without interruption, for a period of three (3) years after Final Completion of the Project, unless otherwise stated herein.

H. Reserved Rights. OWNER reserves the right to adjust monetary limits of insurance coverage at any time if deemed necessary in its reasonable judgment.

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**Agreement No. XXXXX
Name of Service Provider**

- I. Subconsultants.** Unless otherwise approved by OWNER in writing, ROOFING AND WATERPROOFING CONSULTANT shall include all Subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each Subconsultant. In addition, Subconsultants shall be required to maintain insurance on the same terms and with the same coverages as required of ROOFING AND WATERPROOFING CONSULTANT under this Agreement.
- J. Failure to Maintain Coverage.** Failure to maintain the insurance required under this Exhibit D or to furnish the required certificates or policies may be considered a breach of contract by the CONTRACTOR and the OWNER may terminate the contract without waiver of any other remedy it may have.

**Exhibit E
PROGRAM MANAGEMENT
Professional Services Agreement
For Roofing and Waterproofing Consulting Services**

Task Orders

1. PROGRAM MANAGER

- A.** OWNER appoints the PROGRAM MANAGER to represent its interest with regards to performance of the Agreement for Architectural/ROOFING AND WATERPROOFING CONSULTANTing Services and Construction Work for the Project. The PROGRAM MANAGER is the OWNER's Representative in providing the services required for management of the Contract between the OWNER and CONTRACTOR and the Agreement between the ROOFING AND WATERPROOFING CONSULTANT and the OWNER. As long as the PROGRAM MANAGER is the Owner's Representative for the Project, ROOFING AND WATERPROOFING CONSULTANT agrees that: (a) all changes in ROOFING AND WATERPROOFING 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 the OWNER shall be through the PROGRAM MANAGER; and (c) in the event the ROOFING AND WATERPROOFING CONSULTANT receives any material communication from an Employee or other representative of the OWNER impacting the scope of Work or Services or may reasonably result in a Change Order, Additional Services and/or increase the Stated Cost Limitation for the Project, the ROOFING AND WATERPROOFING CONSULTANT will immediately advise the PROGRAM MANAGER of the content of said communication after receipt of said communication by the ROOFING AND WATERPROOFING CONSULTANT.
- B.** In providing the services required to manage the Contract between the OWNER and CONTRACTOR and the Agreement between the ROOFING AND WATERPROOFING CONSULTANT and the OWNER, the PROGRAM MANAGER shall endeavor to maintain a working relationship with the ROOFING AND WATERPROOFING CONSULTANT and CONTRACTOR on behalf of the OWNER. However, nothing should be construed to mean or imply that the PROGRAM MANAGER assumes any ROOFING AND WATERPROOFING CONSULTANT or CONTRACTOR responsibilities or duties. The ROOFING AND WATERPROOFING CONSULTANT shall be solely and exclusively responsible for the design aspects of the Project. The ROOFING AND WATERPROOFING CONSULTANT shall design and inspect the Project in accordance with the Agreement between ROOFING AND WATERPROOFING 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 Contract between the CONTRACTOR and OWNER.

APPENDIX III

FULTON COUNTY SCHOOLS

IMMIGRATION FORMS

Georgia Security and Immigration Compliance Act (SB 529) Clause

Contractors/vendors shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to provide the Immigration and Security Form with your bid or proposal shall result in your bid or proposal being declared non-responsive.

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

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 _____, 200____

Notary Public
My Commission Expires:_____

*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).

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires:_____

*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).