



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR  
23ITB08012023A-JWT  
Water Quality Monitoring  
For  
Public Works**

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## **CONTRACT AGREEMENT**

Contractor: Integrated Science & Engineering  
Contract No.: 23ITB08012023A-JWT, Water Quality Monitoring  
Address: 1039 Sullivan Road, Suite 200  
City, State Newnan, GA 30265  
Telephone: 678-552-2106  
Email: [ddavis@intse.com](mailto:ddavis@intse.com)  
Contact: Lawrence Davis, Jr.  
President

This Agreement made and entered into effective the 1st day of January, 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Integrated Science & Engineering**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

### **WITNESSETH**

WHEREAS, County through its Public Works department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to perform Fulton County Government is soliciting bids to perform water quality monitoring and sampling activities, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

### **ARTICLE 1. CONTRACT DOCUMENTS**

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable]
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms;
- IX. Exhibit G: Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Form;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on November 15, 2023 and 23-0827.

## ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to perform Fulton County Government is soliciting bids to perform water quality monitoring and sampling activities.&nbsp; All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

## ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services

specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **MULTI-YEAR CONTRACT TERM**

**a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on 1<sup>st</sup> day of January 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's

obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin:

Option Period	Option Duration	Start Date	End Date
1	12 months	01-01-2025	12-31-2025

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

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

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and



implemented in a manner consistent with such statute.

#### ARTICLE 9. **COMPENSATION**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed \$100,512.00, (One Hundred Thousand Five Hundred Twelve Dollars and Zero Cents), which is full payment for a complete scope of work.

#### ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

## ARTICLE 11. SUSPENSION OF WORK

**Suspension Notice:** The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

## ARTICLE 12. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

## ARTICLE 13. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

#### ARTICLE 14. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 15. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

**18.1 Non-Professional Services Indemnification.** Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the

extent allowed by law, the bankruptcy of Consultant/Contractor.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**18.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**18.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

#### **18.4 Separate Counsel.**

**18.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**18.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**18.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

#### **ARTICLE 19. COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide

employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### ARTICLE 20. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

#### ARTICLE 21. **PROHIBITED INTEREST**

##### Section 21.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

##### Section 21.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### ARTICLE 22. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

#### ARTICLE 23. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.



ARTICLE 27. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 28. **NOTICES**

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

Notice to County, shall be addressed as follows:

Department of Public Works  
Director  
141 Pryor Street, S.W., Suite 6001  
Atlanta, Georgia 30303  
Telephone: (404) 612-7400  
Email: [david.clark@fultoncountyga.gov](mailto:david.clark@fultoncountyga.gov)  
Attention: David Clark

**With a copy to:**

Department of Purchasing & Contract Compliance  
Director  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Integrated Science & Engineering  
1039 Sullivan Road, Suite 200, Newnan, GA 30265  
Telephone: 678-552-2106  
Email: [ddavis@intse.com](mailto:ddavis@intse.com)  
Attention: Lawrence Davis, Jr.

## ARTICLE 29. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

## ARTICLE 30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 30.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## ARTICLE 31. FORCE MAJEURE

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

## ARTICLE 32. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or

computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

### ARTICLE 33. INVOICING AND PAYMENT

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
  
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-contractors/Suppliers:** The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its

receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 34. **TAXES**

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

#### ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 37. **WAGE CLAUSE**

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

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Patrick O'Connor*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Clark*

David Clark, Director  
Public Works

CONTRACTOR:

**Integrated Science & Engineering**

DocuSigned by:

*Lawrence H. Davis, Jr.*

Lawrence Davis Jr.  
President

ATTEST:

DocuSigned by:

*Leslie R. Baer*

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Leslie R. Baer

Notary Public

Coweta

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

Commission Expires: 01/08/2026

(Affix Notary Seal)

ITEM#: <u>23-0827</u>	RCS: <u>11/15/2023</u>	ITEM#: _____	RM: _____
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	

# **ADDENDA**





Date: September 8, 2023

Project Number: 23ITB08012023A-JWT

Project Title: Water Quality Monitoring

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

**ADDENDUM NO. 3**

**The solicitation closing date has been extended. The new solicitation closing date is Monday, September 18, 2023 at 11:00 A.M.**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 11th day of September, 2023.

Integrated Science & Engineering, Inc.

Legal Name of Bidder/Proposer

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

President

Title



Date: September 12, 2023

Project Number: 23ITB08012023A-JWT

Project Title: Water Quality Monitoring

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

**ADDENDUM NO. 4**

**Question and Answer, and Water Quality Monitoring documents attached.**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No.4, 13th day of September, 2023.

Integrated Science & Engineering, Inc.  
Legal Name of Bidder/Proposer

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

President  
\_\_\_\_\_  
Title



Date: September 14, 2023

Project Number: 23ITB08012023A-JWT

Project Title: Water Quality Monitoring

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

**ADDENDUM NO. 5**

**The new solicitation closing date is Monday, October 3, 2023 at 11:00 A.M.**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No.5, 2nd day of October, 2023.

Integrated Science & Engineering, Inc.

\_\_\_\_\_  
Legal Name of Bidder/Proposer

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

President

\_\_\_\_\_  
Title



Date: September 19, 2023

Project Number: 23ITB08012023A-JWT

Project Title: Water Quality Monitoring

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

- Task 2 Water Quality Flow Composite Monitoring Samples (optional) – The correct quantity is 8
- Task 3.1 Fecal Coliform and E-Coli – The correct quantity is 240 units
- Task 5 Laboratory Analysis (optional) – Please see the updated Bid Form. The allowance amounts listed for Task 5 and Task 6.3 should not be changed.

**ADDENDUM NO. 6**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in Section 4 of the ITB

This is to acknowledge receipt of Addendum No. 6, 2<sup>nd</sup> day of October, 2023.

Integrated Science & Engineering, Inc.

Legal Name of Bidder/Proposer

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

President

\_\_\_\_\_  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

1. Bids may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a bid after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its bid submittal.

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

The County must advise Bidders in the invitation to bid of the number of days that Bidders will be required to honor their bids. If an Bidder is not selected within 60 days of opening the bids, any Bidder that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the bid.

2. Fulton County shall be the sole judge of the quality and the applicability of all bids. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Bidder must assume full responsibility for delivery of all goods and services proposed.
4. The successful Bidder must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Bidder must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Bidder is solely responsible for arranging for the service to be performed.
6. The successful Bidder shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the invitation to bid or of

any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

8. In case of default by the successful Bidder, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**



# **EXHIBIT C**

## **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall provide

- The County's Watershed Protection Plan (WPP) and associated Sampling Quality Assurance Plan (SQAP).
- The Metropolitan North Georgia Water Planning District (District) 2017 Water Resource Management Plan (WRMP).
- The District's Standards and Methodologies for Surface Water Quality Monitoring (Standard Methods)

In-stream water quality monitoring and sampling of in-stream water quality is also in part governed by a memorandum of understanding (MOU) that the County has with the cities in north Fulton County.

Prior to submitting bids, all bidders are required to thoroughly review the above listed documents. The above documents will be available at the County's Department of Public Works or at the below:

- <https://www.fultoncountyga.gov/services/water-services/stormwater-services-fulton-industrial-district>
- <https://www.fultoncountyga.gov/services/water-services/water-quality>
- <https://northgeorgiawater.org/plans-manuals/>
- [http://northgeorgiawater.org/wp-content/uploads/2015/05/MNGWPD\\_StandardsMethodologies\\_March2007a.pdf](http://northgeorgiawater.org/wp-content/uploads/2015/05/MNGWPD_StandardsMethodologies_March2007a.pdf)

The contractor selected may be required to assist the County in data collection and preparation of the County's WPP Annual Report (optional), to be submitted to the State of Georgia on June 15<sup>th</sup> of each year during the term of this Agreement.

## Scope of Work

This project involves the efforts to continue and improve the District's 2017 Integrated Water Resource Management Plan, and the monitoring plan as described in the County's Watershed Protection Plan.

This project includes these important elements:

- Identifying water quality impairments and improvements;
- Using consistent data analysis techniques to ensure comparability between the applicable metro jurisdictions in compliance with the requirements of the Georgia Environmental Protection Division (EPD), and
- The implementation of quality assurance and quality control measures and procedures to ensure the collection of precise and accurate data for the County's NPDES permits.

Monitoring, sampling, and reporting shall comply with the NPDES Permits for the Water Pollution Control Plant. All analysis of samples shall be conducted according to approved test procedures outlined in 40 CFR Part 136. The selected Contractor shall follow EPD guidance for submitting water quality data. The Contractor shall provide containers necessary to perform all sampling activities, including the containers needed to deliver samples for laboratory analysis. The Contractor is required to comply with the District's Standard Methods. As the project monitoring and/or sampling efforts are in progress, the Contractor will be required to make the necessary adjustments to accommodate any updates to the Standard Methods approved by the Atlanta Regional Commission (ARC) and/or the District. The Contractor, before the start of any sampling effort shall obtain and follow the most recent draft of the Standard Operating Procedures (SOP) for the collection, identification and assessment of both benthic macroinvertebrates and fish and the appropriate EPD developed or approved subcoregional reference condition to be used in the analysis of the macroinvertebrate community data collected. The contractor's personnel shall be trained in accordance with the County's MS4 Permit.

The selected Contractor will be required to work closely with the Fulton County Department of Public Works, Water Resources staff. The project base duration will be approximately 12 months. However, the work described in this scope of work is for each permit year, with the option to renew yearly, up to three (3) additional years.

The County's monitoring frequency consists of two seasons: water quality trend sampling seasons during the summer (May – October) and the winter (November – April) seasons. Samples are collected annually from specific sampling locations.

The project goals and objectives are:

- Obtain specific and measurable water quality data from all sampling locations.

- Perform fecal coliform and E-coli monitoring/sampling effort on impaired waters identified on the State of Georgia 303(d) list streams applicable to Fulton County
- Assess the current status of streams in watersheds with respect to water quality improvements and designated uses
- Utilize the water quality data collected to identify the primary causes of the stream impairment in order to recommend necessary actions for improving stream integrity and/or the removal of the stream from off the State of Georgia 303(d) list (de-listing purposes)
- Collect and evaluate biological samples at the selected locations
- Develop and evaluate water quality trends from data collected from the receiving waters over the permit period
- Provide ongoing monitoring to verify that the BMPs or strategies and programs presented in the County Watershed Protection Plan (WPP) are working to prevent and/or reduce Fecal Coliform contamination.
- Provide the information necessary to modify BMPs or strategies where required to achieve water quality standard, as established by EPD.

The project involves the following tasks:

**Task 1:** Project management functions which are performed throughout the project including developing an approach to executing the project

**Task 2:** Water quality flow composite monitoring (optional)

**Task 3:** Grab Sampling Water Quality Monitoring

**Task 4:** Biological/Habitat Assessment

**Task 5:** Laboratory analysis (optional)

**Task 6:** Annual report preparation and update of the County's report to EPD (optional)

Those items indicated as optional may not be performed under this contract at the County's discretion.

Contractor shall be responsible for the following Project Management efforts:

## Project Management

### 1.1. Project Management Plan

- 1.1.1. Prepare and submit a project schedule for review and approval by the County. This schedule will be used as a project control system for the contractor and as a basis for status reporting. The project shall utilize appropriate software and shall be developed in a software package that will export the electronic file in a format compatible with Microsoft Project. The scheduled tasks shall meet the tasks used in the budget.
- 1.1.2. Provide the County with an itemized list of tasks and estimated cost per task, such that no task exceeds five (5) percent of the total contract amount. As the project progresses and information becomes available, it may be appropriate to redistribute the individual task budgets. The redistribution is to be authorized by the County prior to implementation.

### 1.2. Project Work Plan

- 1.2.1. Prepare an overall draft project work plan that will provide the basis for accomplishing and completing the project. The work plan shall address the

following subjects and include the following sections or items: Project Description, Preliminary Table of Contents, Preliminary List of Deliverables, Roles and Responsibilities, Sampling/Monitoring/Quality, Assurance/Control Plan, Schedule of Performance (Gantt Chart), all sub-plans and Project Budget for duration of the project and preliminary. The Gantt Chart will be used as project control system for the Contractor and as a basis for status reporting. The Gantt Chart shall be developed in a software package that will export the electronic file in a format compatible with Microsoft Project.

- 1.2.2. The work plan shall be submitted within 10 business days of the Notice to Proceed. The County will review the plan and provide comments within 10 business days of receipt of the plan. The Contractor shall provide response to the comments within 5 days of receipt and incorporate appropriate comments into the final work plan, which shall be submitted within 5 days after their response to comments.
- 1.2.3. The work plan shall define roles and responsibilities of Contractor's project team members and how they will interface with the County's staff.
- 1.2.4. The Contractor's project Team Manager and task leaders shall meet at a place designated by the County to develop project work plan assignments. The County's project representative shall be notified and is afforded the opportunity to attend this meeting by the Contractor.
- 1.2.5. Develop draft Rainfall Sampling Communications Plan detailing specific approach to monitoring weather forecasts and procedures designed to alert members of the Contractors' sampling team of a predicted rainfall event. The plan will include the identification of the sampling team leader capable of interpreting weather forecasts, alerting and mobilizing team members of a predicted rainfall event.  
The plan will include the use of Internet, local cable network, radar or other existing communications media providing current weather information. In addition, up to three members of the sampling team shall be available to perform sampling activities in the event a representative rain event occurs.
- 1.2.6. Develop a draft of Grab Sampling Water Quality Monitoring Implementation and Management Plan detailing the specifics and steps for identifying the monitoring/sampling locations or sites in the field and provide a summary of the approaches and procedures to be used to implement the collection and analyses of samples collected. This plan shall describe the reporting mechanism the Contractor will utilize to report the sampling results with interpretation to the County to satisfy Task 5. The County's Watershed Protection Plan (WPP) shall be reviewed by the Contractor.
- 1.2.7. The Contractor shall locate, map, and update sampling/monitoring sites database associated with 303(d) listed waters in Fulton County, and shall revise the map as 303(d) listed waters are revised by EPD. The Contractor shall develop map showing all of the proposed in – stream field grab sampling sites locations, and biological monitoring sites associated with the County's Water Reclamation Facilities (WRF) and Water Pollution Control Plants (WPCP). The Contractor may utilize Figure 4.1; Long Term Monitoring Stations from the Fulton County Watershed Protection Plan as a guide.
- 1.2.8. The Contractor is required to implement the data analysis and reporting recommendations for fecal coliform and other chemical monitoring as stated in the current District WRMP and the County WPP.

- 1.2.9. The Contractor shall develop a draft of the Biological Monitoring Implementation Plan and Management Plan to satisfy Task 6. This plan shall identify the monitoring locations/sites in the field, a summary of the plan's approaches and procedures to implement Task 6, including the reporting mechanism, and the Contractor will utilize the report to monitor results with interpretation to the County.
- 1.2.10. The Contractor shall transfer quarterly and annually the results of all water quality sampling analysis to the County. All sampling analysis data and results shall be transferred to the County by the Contractor on or before April 1<sup>st</sup> of each year. If the County elects to approve the Contractor to complete Task 9, Annual Report preparation and update, the Contractor shall be responsible to transfer all water quality monitoring/sampling analyses/results, including documentation into the County's Annual Report, to be submitted to EPD. If the County elects not to approve the Contract or to complete Task 9, the Contractor shall *develop and* transfer all water quality monitoring/sampling information to the County. The transfer of water quality data/information to the County, *by the Contractor* shall be in a form ready to be inserted into the County's Annual Report, including all the necessary attachments and appendix to the report.
- 1.3. The Contractor will issue the draft plan for review by the County and incorporate comments. The Contractor shall:
  - Develop all draft plans and overall plan;
  - Review and revise draft project work plan based on County comments;
  - Issue final work plan to the County for approval.
- 1.4. The Contractor shall incorporate all final plans into the overall project work plan.
- 1.5. The Contractor shall develop and update an Illicit Connection Implementation/Outfall and Management Plan through the contract term, detailing the specific approach and steps for identifying the source of existing illicit connections in order that they are eliminated. This item is optional, and is dependent on Task 4 being authorized.
- 1.6. The Contractor is required to conform to the requirements of the District's WRMP and Standard Methods, Appendix A to ensure that laboratory selection and field QA/QC criteria are met.
- 1.7. The contractor is required to replace contaminated samples delivered for analysis at no cost to the County.
- 1.8. The Contractor shall review current data collection methods, management procedures and analysis techniques being used by the District and EPD, and develop recommendations to the County on selecting a consistent data collection method, data management, data analysis technique, and reporting procedure in conformance with District and EPD requirements in accordance with District's WRMP and Standard Methods.
- 1.9. The Contractor shall perform the following:

- Review methods used by other Contractors and County staff to collect and track storm water monitoring data;
- Review all current storm water sampling/monitoring data collected during the permit cycles, and prepare and provide recommendation to the County as to the best applicable ways to utilize the findings into County's future storm water monitoring program;
- Review the method of analysis chosen to evaluate water quality trend data for its appropriateness in tracking trends over time;
- Develop a report detailing the specific approach for selecting a consistent method of data collection, management and data reporting;
- Issue the report for review and incorporate comments from the County; and
- Incorporate the approved report and recommendations into the final project work plan.

1.10. Monitoring and Reporting

- 1.10.1. Meet with the County quarterly to discuss all elements of the project; project status, milestones achieved, and prepare meeting minutes, including progress report.
- 1.10.2. Prepare monthly status report(s) that present the status of each task, update the project schedule, list milestones achieved, support and document schedule changes, update project costs and justify changes to the schedule or proposed project costs. The monthly status reports shall also note whether the project is on schedule, as developed in Task 1.1.1. When the project is falling behind schedule the contractor shall provide steps to be followed in the monthly status report to bring the project back on schedule.
- 1.10.3. Contractor shall inform the Water Services staff of all possible sampling times, when the field sampling is performed; field inspections and field screening occurrence, and provide a copy of inspections, sampling and field screening results, and laboratory report. (See Exhibit C – Schedule)
- 1.10.4. The Contractor shall immediately provide the County with an oral report at the time the Contractor becomes aware of any noncompliance actions or fails to collect and analyze required samples, etc., and followed by a written report within two (2) days. The written report shall contain a description of the noncompliance and its cause, the exact dates and times of noncompliance or if not corrected, the anticipated time the noncompliance is expected to continue and steps taken by the Contractor to reduce, eliminate and prevent recurrence of the compliance.
- 1.10.5. Basis for payment of project management functions:  
The cost for project management activity shall be included in the unit price bid for sampling and monitoring and no separate payment shall be provided. Billing for all of Task #6 shall be divided into three (3) billing units, (1) Fish sampling data completion 40%, (2) Macro invertebrate sampling completion 40%, and (3) Final Report 20%, upon approval of the County.

1.11. Project Closeout

- 1.11.1. Archive and deliver the following functional management information developed as part of this project: (1) Project Management Plan; (2) Project Work Plan; (3) Water Quality Data Collected in electronic format, including one hard copy; and (4) Lab Analyses results in electronic format, including one hard copy.
- 1.11.2. Archive and deliver hard copies and electronic files of deliverables with appropriate backup to the County.
- 1.11.3. Prepare and submit a project close out report to the County describing the performance of the project variances and lessons learned with recommendations to the County for improving future water quality monitoring efforts.

#### Water Quality Flow Composite Monitoring (Optional)

- 1.12. The CONTRACTOR is required to collect six (6) samples per permit year at the County's existing permanent trend monitoring location (FLLT-02). Sampling location(s) are located at in-stream sites. Three (3) wet weather and three (3) weather base flow samples will be collected during each of the summer (May-October) and winter (November-April) seasons, at each sampling location (a total of six samples per monitoring location of which three (3) shall be wet weather and three (3) shall be base flow samples collected during dry weather). Stage discharge relationship shall be developed by the Contractor, prior to collection of samples. State discharge relationship shall be developed in accordance with the guidelines identified in the District's WRMP.
- 1.13. The CONTRACTOR is required to collect samples during representative wet weather events. Representative wet weather events requires a minimum precipitation of 0.3 inches with a minimum time of 72 (seventy-two) hours between each wet weather event sampled to ensure that the events are discrete and the measured water quality parameters are associated with the event sampled. Additionally the CONTRACTOR shall not collect a dry weather sample until after seventy-two (72) hours with less than 0.1 inch of precipitation after a wet weather event.
- 1.14. During wet weather events, the CONTRACTOR shall collect samples using the automated samplers to the maximum extent possible and shall use manual grab sampling methods if the automated sampler(s) fail. Flow-weighted composite samples of the stream flow shall be collected over the duration of each wet weather event and trailing hydrographs. The CONTRACTOR shall use flow proportional composite aliquots collected at equal increments for pollutant concentration differences throughout the storm hydrograph.
- 1.15. The CONTRACTOR is required to conduct dry weather base flow sample using automatic sampler at all of the County's permanent monitoring station(s).
- 1.16. The CONTRACTOR is required to collect samples during both wet and dry weather to be analyzed for the following parameters:
  - Flow
  - Temperature



- Total Suspended Solids
- Fecal Coliform\*
- E. coli bacteria\*
- Phosphorus (total)
- Phosphorus (ortho)
- Total Kjeldahl nitrogen (TKN)
- Ammonia
- Nitrite/Nitrate (total oxidized nitrogen)
- pH
- Dissolved oxygen
- Conductivity
- Turbidity
- Zinc
- Copper
- Lead
- Cadmium
- Hardness
- BOD5
- COD

in accordance with the WPP and associated SQAP and the District's WRMP.

1.17. The CONTRACTOR shall prepare a summer and winter season trend evaluation monitoring sampling report describing all of the activities and water quality trend findings completed to date, including interpretation of water quality data collected over both seasons (See Section 3 -Exhibit C -Schedule).

1.18. Water Quality Trend Monitoring Basis for Payment The unit price bid for collecting required Water Quality Trend Samples identified in Task 3 shall include all work required to collect samples during representative wet weather events, conduct dry weather base flow sampling and prepare summer and winter season trend evaluation monitoring report (3.6). Tasks 3.7.i and 3.7.ii shall be bid separately.

#### Grab Sampling – Water Quality Monitoring

All sampling shall follow the guidelines presented in District WRMP, District Standard Methods and Fulton County WPP and associated SQAP. Prior to start of the grab sampling effort, the grab sample collection methods and/or alternative, shall be approved by the County. The Contractor shall develop the applicable Standard Operating Procedure (SOP) for this task. The SOP shall be consistent with the applicable EPD SOP for sampling. Task five (5) water quality monitoring efforts may be adjusted if the County revises its Watershed Protection Plan.

#### 2.1. Fecal Coliform/E-Coli Bacteria

The Contractor shall perform sampling at the 14 (fourteen) sites listed below. A total of 168 grab samples shall be collected annually by the contractor (12 samples per site). The samples collected shall be analyzed for the parameters Fecal Coliform and E-Coli Bacteria.

- #1 (FLLT-3/LI-2, previously SS-2) Long Island Creek at Northside Drive, Sandy Springs;
- #2 (WO-1) downstream end of White Oak Creek;
- #3 (CP-3) downstream of wastewater discharge point @ Camp Creek;
- #4 (CC-2) downstream of wastewater discharge point @ Cauley Creek;
- #5 (LB-1) downstream of wastewater discharge point at Campbellton Redwine Road @ Bear Creek;
- #6 (CP-2) Camp Creek at the most upstream point in Fulton County;
- #7 (MA-1, previously SS-6) Marsh Creek at Brandon Mill Road;
- #8 (CK-1) Ball Mill Creek near Chattahoochee River;
- #9 (UT-1) downstream end of Utoy Creek;
- #10 (LT-1) Little River at Arnold Mill Road;
- #11 (PE-1) downstream at Pea Creek;
- #12 (WT-3) Whitewater Creek near Fayette County line;
- #13 (BC-1) Long Indian Creek at Waters Road upstream tributary of Big Creek;
- #14 (JO-1) downstream point of Johns Creek.

#### 2.1.1. Monitoring Approach/Methods

The fecal coliform and E-coli bacteria samples shall be collected independent of the water quality trend stations. Fecal coliform and E-coli bacteria sampling results shall be reported as geometric means. Sampling efforts should focus on the waters identified as impaired, per the current State of Georgia 303(b)/305(d) listed streams. The intent of the sampling is to determine patterns of high fecal coliform contamination, the elimination of obvious sources of potential contamination, such as wastewater discharge, bypass, and sanitary sewer overflow (SSO). Bacteria sampling involves collection of one set of samples during the summer and one set of samples during the winter season of the year, in which each set includes four samples collected over a 30-day period at intervals not less than 24 hours. The wet weather grab samples will be utilized to determine if fecal coliform contribution is from wet weather events. E-coli shall be monitored in the same manner outlined to fecal coliform in an attempt to distinguish between human and animal sources. The Contractor shall evaluate, interpret sampling results, and make recommendations to the County as to where and what is the source of contamination in the stream.

2.1.2. Grab samples shall be collected directly into sterile bacteriological containers supplied by the Contractor. Sample containers shall be handled to avoid introducing contamination during sample collections. The membrane filtration method under 40 CFR 136 guidelines shall follow the collection of fecal coliform and e-coli sampling to be approved by the County.

2.1.3. The Contractor shall complete a chain of custody report. Grab samples shall be collected from each sampling location within the winter (November – April) and summer (May – October) seasons. The Contractor shall collect

four (4) samples in order to collect a geometric mean in the summer season, four (4) samples in order to collect a geometric mean in the winter season, two (2) wet weather samples in the summer, and two (2) wet weather samples in the winter season.

## 2.2. Chemical Monitoring

The Contractor shall perform sampling at the 14 (fourteen) sites listed in 5.1. A total of 56 grab sample shall be collected annually. The samples shall be analyzed for the following parameters:

- Total Suspended Solids (TSS)
- Phosphorus (Total)
- Phosphorus (Ortho)
- Total Kjeldahl Nitrogen (TKN)
- Ammonia
- Nitrite/Nitrate
- pH
- Dissolved Oxygen
- Conductivity
- Turbidity
- Flow and Temperature
- 5-Day Biochemical Oxygen Demand (BOD5)
- Chemical Oxygen Demand (COD)
- Cadmium, Copper, Lead, and Zinc
- Hardness

Four (4) samples per year shall be collected. (A minimum of four (4) events annually and/or one per quarter as approved by the County).

The Contractor shall deliver representative samples collected for analysis within the required holding time for the applicable parameter, (i.e., fecal coliform (6) hours, this includes the collection, delivery, and analysis time by the laboratory) to laboratory

2.3. The contractor shall provide labor required to collect water quality samples from sites and locations as directed and approved by the County. This item is intended to be all inclusive and includes, but is not limited to, transportation of equipment to the site, set up, sample collection, breakdown, disassembly, removal of equipment and data analysis.

2.4. Basis of Payment: The unit price for grab sampling shall include all work associated with the samples collected at the sites identified in Task 5. Grab samples for fecal coliform and E-coli analysis shall be paid based upon each set of four samples collected for which a geometric mean is calculated for each set, per the State of Georgia (EPD) guidelines.

## Biological Monitoring

Biological components of a water body (i.e., fish and macroinvertebrates) function as monitors of environmental quality by responding to episodic and cumulative pollution, habitat degradation, and environmental stressors. An evaluation of biotic integrity is required at up to nine (9) monitoring locations, bi-annually as/or when approved by the County. Biological monitoring shall be conducted at the following locations: (1) downstream end of White Oak, (2) downstream at Camp Creek Wastewater discharge point, (3) downstream at Bear Little wastewater discharge point at Campbellton Redwine Road, (4) downstream point at Johns Creek, (5) Little River at Arnold Mill Road, (6) downstream end of Pea Creek, and (7) Whitewater Creek near Fayette County line and any other sites identified as applicable for this task. This effort is designed to satisfy the biological requirements of the District WRMP and the County's WPP.

Biological sampling is a specialized field. Any subcontractor utilized for this work shall be submitted to Fulton County for review and approval prior to any sampling.

Biological monitoring will be conducted under methods outlined in the Georgia Macroinvertebrate Bioassessment Standard Operating Procedures (SOP), Metric Spreadsheets and other supporting documents as published by EPD. The primary components of the biological monitoring include physical habitat assessments and benthic macroinvertebrate and fish sampling. Prior to biological surveys, water quality will be assessed via insitu measurements of the following parameters: water temperature, dissolved oxygen (DO), ph, turbidity, and conductivity. No sampling or evaluation of reference site(s) will be required for this monitoring because reference data will be provided by EPD.

### 6.1. Habitat Assessment

Habitat assessments will be conducted at monitoring sites in accordance with the Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia, Standard Operating Procedures (March 2007) as published by the Georgia Department of Natural Resources. The worksheet requires visual evaluation of physical habitat parameters, including instream cover, substrate, channel morphology and flow, bank stability and vegetation, and riparian zone condition. The DNR worksheet has ten Habitat Parameters (HPs). Assessing habitat allows the quality of the structure of the surrounding habitat that influences water quality and condition of the aquatic biota to be evaluated and may aid in identifying non-water quality affiliated factors of biological impairment, if present.

At each site, all individual habitat parameters will be scored (values of 0-20 or 0-10, depending on the parameter), and a total score obtained. Habitat parameters will be evaluated by two trained assessors, and an average of the two scores calculated to produce a total habitat score at each site. The average habitat scores will be used to derive an ecological condition rating. Under the DNR protocol, the condition ratings are interpreted as follows: optional (meets natural expectations), sub-optimal (less than desirable but satisfies expectations in most areas), marginal (moderate levels of degradation with severe degradation at frequent intervals in areas), and poor (substantially altered with severe degradation).

The habitat score at each monitoring site will be compared with the habitat score of a reference site (site data to be provided by EPD) to classify each site on the basis of

its similarity to expected conditions (i.e., conditions at the reference site) and its apparent potential to support a measure of biotic integrity. Percent of comparability (ratio) of each monitoring station to the reference fall into one of four assessment categories: “comparable to reference”, “similar to reference,” partially similar to reference,” or “dissimilar to reference.”

In addition to the habitat assessment forms, DNR’s Physical Characterization/Water Quality Field Sheets and Impairment Assessment Sheets will be completed at each site.

## 6.2. Macroinvertebrate Community Assessment

The macroinvertebrate community will be assessed under the Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia, Standard Operating Procedures (March 2007) as published by the Georgia Department of Natural Resources. Standardized semi-quantitative sampling for macroinvertebrates will be conducted at each site for a variety of habitat types, including riffles, undercut banks/roots, woody debris, sand, and leaf packs/coarse particulate organic matter (CPOM). Sampling generally will consist of collecting six meters of riffle habitat (split between faster and slower currents), five meters of woody debris, three meters of undercut banks/roots, and three meters in the sandy areas. Each sample will consist of a kick, jab, or sweep with the dip net for a linear distance of one meter, except the woody debris samples, in which a brush will be used to brush or scrape a linear meter of the wooded surface. CPOM samples (about two liters) will be collected by hand throughout each study reach. Additionally, a 10-minute visual search and sampling of all habitat types will be conducted.

“D” frame dip nets with a 500-micron mesh will be used for all sampling. All habitat type samples will be composited into a single container at each site for preservation and transport to the laboratory. Analysis and data evaluation will be conducted in the laboratory. Macroinvertebrate sub-sampling shall be performed as specified in protocol. Identification and analyses should be conducted on a sub-sample of 200 ( $\pm$  20%) organisms. Macroinvertebrate specimens should be identified to genus level, or if unattainable, to the lowest practicable taxon using standard taxonomic keys.

The study area lies within the Piedmont and would follow the Ecological Condition Worksheet for that ecoregion

## 6.3. Fish Community Assessment

The fish community will be assessed using Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia (June 1, 2005) as published by the Georgia Department of Natural Resources Wildlife Resources Division, Fisheries Management Section. Fish sampling will be conducted at all study sites, but not at the reference site. Sampling will be conducted April through October.

The surveys for fish will be conducted using backpack electrofishers or a boat (dependent on stream size). Collected fish will be identified, enumerated, and released alive. Fish should be identified to species level. Specimens that are unable to be definitively identified in the field will be preserved in 10% formalin solution and

taken to the laboratory for identification. Twelve scoring metrics are used for assessing biotic integrity, assigning a value of 1, 3, or 5 for each metric and summing these values for a total IBI score at each site. Additionally, a correction factor will be included for sites with diseased/anomalous individuals. Scoring is based on criteria relative to reference site data and from fixed criteria for a particular ecoregion and also is dependent on stream drainage area. Scoring for metrics number 1-6 and number 11-12 is sensitive to the drainage areas of the streams at the monitoring locations. The DNR protocol is based on five integrity or quality classes. This version of the IBI is a modification of the EPA Rapid Bioassessment Protocol V (Plafkin et al., 1989). The EPA and DNR versions of the IBI are based on the original premise of the IBI developed by Karr (1981).

In addition to the IBI, state protocol utilizes a modified Index of Well-Being (Iwb) to assess the fish community. The IBI is the primary tool used for evaluating the fish community, and the Iwb is used as a secondary assessment to confirm the results of the IBI. The Iwb is a composite index which combines two parameters of fish diversity and fish abundance into a single value reflective of these two components. The four parameters which comprise the Iwb are as follows:

- 1) Relative fish density
- 2) Relative fish biomass
- 3) Shannon-Wiener Index of Diversity based on numbers of fish
- 4) Shannon-Weiner Index of Diversity based on biomass of fish

The Iwb is calculated as follows:

$$Iwb = 0.5 \ln(\text{No./200m}) + 0.5 \ln(\text{Kg/200m}) + H(\text{No.}) + H(\text{Kg})$$

where:

No./200m = number of individuals (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing

Kg./200m = total biomass (minus tolerants, hybrids, and introduced species) per 200 meters of electrofishing

H(No.) = Shannon-Wiener Index of Diversity based on numbers of fish

H(Kg) = Shannon-Wiener Index of Diversity based on biomass of fish

#### 6.4. Biological Monitoring Report

A report shall be prepared by the Contractor summarizing the results of the biological monitoring including an evaluation and interpretation of the biological sampling findings. The report will include a statement of methods used, raw data, calculated metrics and narrative descriptors. A brief interpretation of the monitoring results shall also be included. A draft copy will be provided for review and comment by Fulton County. Comments will be addressed, and a final report will be provided.

#### 6.5. Data Submittal

The raw data, calculated metrics, and narrative descriptors will be provided in a format prescribed by the Fulton County Department of Water Resources. The intent is to be able to add the data and results of the biological monitoring effort into Fulton County's GIS program. The contractor shall review similar passed

efforts by the County in order to enhance and/or be consistent as approved by the County.

#### 6.6. Biological/Habitat Assessment Basis for Payment

The unit price bid for Biological/Habitat Assessment shall include all work associated with evaluating habitat quality at each monitoring location, collecting and evaluating biological samples and assessing each streams' health relative to "fishing" designation, including the evaluation and interpretation of the sampling efforts findings.

##### Laboratory Analysis

#### 7.1. Use of private/commercial environmental laboratories:

When pre-approved by Fulton County, the Contractor may use approved or certified private/commercial environmental laboratories for analysis of samples when the County's Big Creek Laboratory is not available. Certified laboratories selected by the Contractor shall be certified through the National Environmental Laboratory Accreditation Conference/Program (NELAC or NELAP). The Contractor must provide verification of lab accreditation to the County prior to lab utilization. An allowance of \$50,000.00 has been included in the project to cover laboratory cost incurred throughout the term of this project. These funds are to be used for laboratory analysis only if Fulton County labs are determined unable to accomplish the work. The Contractor must obtain approval from the County prior to the use of any approved or certified private/commercial environmental laboratories for analysis of samples. If a private laboratory is used the Contractor shall be paid actual cost of laboratory analyses as supported by invoices.

##### Annual Report preparation, Plan Updates and Staff Training

#### 8.1. County-wide Annual Reports (Completion of this task will be optional at County's discretion)

The Contractor may be required to prepare the County's annual system wide WPP report covering the reporting period of May 1 – April 30. Contractor shall submit a draft to the County on or before May 15<sup>th</sup> of each year for review and comment. The County shall review the reports and provide any comments to the Contractor within ten (10) days of receipt of the report.

The Watershed Protection Plan report should include a schedule for correcting current water quality problems that are causing water standards violations, provide ongoing monitoring to verify that the actions taken to correct water quality problems are effective, supporting data, provide an estimate of what percentage of the watershed assessment is complete, summary of BMPs that have been implemented and documented water quality improvements, including any necessary changes to the Watershed Protection Plan, and how the watershed protection plan will be implemented in attaining and maintaining compliance with water quality standards.

Contractor shall incorporate appropriate comments into the final reports and submit the final report to the County within 15 days of receipt of County comments for review and approval. Also, the Contractor shall deliver the final reports to EPD and assist the County in addressing EPD comments after June 15 of each year.

The report due June 15, 2024 shall incorporate sampling data furnished by the County collected prior to the date of contract award.

#### 8.2. Basis for Payment of County-wide Annual Report Updates

The unit price bid to update the Annual Report shall include all work associated with preparing the County's annual WPP report(s) for the period beginning May 1 – April 30 of each year during the term of this project, and delivery of the WPP final report(s) to the Environmental Protection Division (EPD) including assisting the County in addressing EPD comments after June 15<sup>th</sup> of each year.

#### 8.3. Staff Training (Optional at County's discretion)

An allowance of \$15,000.00 shall be included in the project for county staff training. The contractor shall identify an independent quality firm, to be approved by the County, to perform the applicable quality field monitoring training, including other relevant training. The contractor's bid form must indicate this allowance.



# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## **PROJECT DELIVERABLES**

The CONTRACTOR shall furnish the following deliverables during the course of the project:

- 1) Project Management Plan (Draft)
- 2) Project Management Plan (Final)
- 3) Draft Project Work Plan
  - a. Rainfall Sampling Communications and Weather Forecasting Plan
  - b. Grab Sampling Water Quality
  - c. Data Management and Analysis Report in Access database format
  - d. Telephone and Electrical Services Report
  - e. Wet Weather Sampling/Analysis Report (per season)
- 4) Final Project Work Plan
- 5) Bio-Assessment Monitoring Letter Report (Quarterly)
- 6) Bio-Assessment Raw Data Report
- 7) Chemical Monitoring Letter Report (Quarterly)
- 8) Fecal Coliform and E-Coli Sampling Letter Report (Quarterly)
- 9) Revised Sampling and Quality Assurance Plan
- 10) Quality Field Inspection Report (Letter)
- 11) Annual Report on Water Quality Data Collected (Quarterly)
- 12) Database Management Information in Digital Format
- 13) Monthly project status reports include Project & Schedule updates, and monitoring
- 14) Meeting minutes
- 15) Field Data Sheets
- 16) Chain of Custody Records and Letter Reports
- 17) Information Maps of each sampling/monitoring sites, shown in Task 5 and 6 in Electronic format and hard copy approved by County GIS.
- 18) Monthly Project Invoices
- 19) Monthly laboratory results of grab samples, fecal coliform and E-coli samples, composite samples, dry weather outfall screening samples and wet weather samples collected and analyzed per season.
- 20) Summer and Winter Season Trend Evaluation Monitoring Report (Letter)
- 21) Draft County-wide Annual Report (Three (3) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)
- 22) Final County-wide Annual Report (Four (4) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)

Note: As the project continues, other deliverables may be identified by the CONTRACTOR and / or County.

# **EXHIBIT E**

# **COMPENSATION**

## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$100,512.00 (One Hundred Thousand Five Hundred Twelve Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Integrated Science & Engineering, Inc.

For: **23ITB08012023A-JWT, Water Quality Monitoring**

Submitted on October 2, 2023.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

**\$ \$100,512.00** \_\_\_\_\_

**(Dollar Amount In Numbers)**

One hundred thousand five hundred twelve dollars \_\_\_\_\_

**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work

**BASE BID AMOUNT**

**Base Year 2024**

<b>PRODUCT</b>	<b>UNIT</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED COST</b>
Task 2 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	8	\$1,250.00	\$10,000.00
Task 3.1 – Fecal Coliform and E-Coli	Each	240	\$55.00	\$13,200.00
Task 3.2 – Chemical Monitoring	Each	56	\$77.00	\$4,312.00
Task 6.1 – County-wide Annual WPP Report (Required)	Lump Sum	1		\$8,000.00
Task 5 – Laboratory Analysis (External) (Optional)	Allowance Amount	1		\$50,000.00
Task 6.3 – Staff Training	Allowance Amount	1		\$15,000.00
<b>TOTAL COST</b>				\$100,512.00

**Base Year 2025**

<b>PRODUCT</b>	<b>UNIT</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED COST</b>
Task 2 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	8	\$1,250.00	\$10,000
Task 3.1 – Fecal Coliform and E-Coli	Each	240	\$55.00	\$13,200.00
Task 3.2 – Chemical Monitoring	Each	56	\$77.00	\$4,312.00
Task 4-Biological /Habitat Assessment	Each	8	\$3,592.75	\$28,742.00
Task 6.1 – County- wide Annual WPP Report (Required)	Lump Sum	1		\$8,000.00
Task 5 – Laboratory Analysis (External) (Optional)	Allowance Amount	1		\$50,000.00
Task 6.3 – Staff Training	Allowance Amount	1		\$15,000.00
<b>TOTAL COST</b>				\$129,254.00

**Base Year 2026**

<b>PRODUCT</b>	<b>UNIT</b>	<b>ESTIMATED NUMBER OF UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED COST</b>
Task 2 – Water Quality Flow Composite Monitoring Samples (Optional)	Each	8	\$1,250.00	\$10,000.00
Task 3.1 – Fecal Coliform and E-Coli	Each	240	\$55.00	\$13,200.00
Task 3.2 – Chemical Monitoring	Each	56	\$77.00	\$4,312.00
Task 6.1 – County-wide Annual WPP Report (Required)	Lump Sum	1		\$8,000.00
Task 5 – Laboratory Analysis (External) (Optional)	Allowance Amount	1		\$50,000.00
Task 6.3 – Staff Training	Allowance Amount	1		\$15,000.00
<b>TOTAL COST</b>				\$100,512.00



- 4) Final Project Work Plan
- 5) Bio-Assessment Monitoring Letter Report (Quarterly)
- 6) Bio-Assessment Raw Data Report
- 7) Chemical Monitoring Letter Report (Quarterly)
- 8) Fecal Coliform and E-Coli Sampling Letter Report (Quarterly)
- 9) Revised Sampling and Quality Assurance Plan
- 10) Quality Field Inspection Report (Letter)
- 11) Annual Report on Water Quality Data Collected (Quarterly)
- 12) Database Management Information in Digital Format
- 13) Monthly project status reports include Project & Schedule updates, and monitoring
- 14) Meeting minutes
- 15) Field Data Sheets
- 16) Chain of Custody Records and Letter Reports
- 17) Information Maps of each sampling/monitoring sites, shown in Task 5 and 6 in Electronic format and hard copy approved by County GIS.
- 18) Monthly Project Invoices
- 19) Monthly laboratory results of grab samples, fecal coliform and E-coli samples, composite samples, dry weather outfall screening samples and wet weather samples collected and analyzed per season.
- 20) Summer and Winter Season Trend Evaluation Monitoring Report (Letter)
- 21) Draft County-wide Annual Report (Three (3) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)
- 22) Final County-wide Annual Report (Four (4) hard copies and four (4) CDs of complete report). (Required for each permit year, if option is approved by County)

Note: As the project continues, other deliverables may be identified by the CONTRACTOR and / or County.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.  
Enclosed is a Bid Bond in the approved form, in the sum of:

N/A Dollars

(\$ N/A ) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM #	<u>1</u>	DATED	<u>8/11/2023</u>
ADDENDUM #	<u>2</u>	DATED	<u>8/21/2023</u>
ADDENDUM #	<u>3</u>	DATED	<u>8/22/2023</u>
ADDENDUM #	<u>4, 5, and 6</u>	DATED	<u>9/19/2023</u>

BIDDER: Integrated Science & Engineering, Inc.

Signed by: Lawrence H. Davis, Jr.  
[Type or Print Name]

Title: President

Business Address: 1039 Sullivan Road, Suite 200, Newnan, GA 30265

Business Phone: 678.552.2106

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

***Name***

***Address***

Lawrence H. Davis, Jr.

1039 Sullivan Road, Suite 200, Newnan, GA 30265

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***END OF SECTION***

# **EXHIBIT F**

## **PURCHASING FORMS**

STATE OF GEORGIA

COUNTY OF FULTON

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** Integrated Science & Engineering, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

106037  
EEV/Basic Pilot Program\* User Identification Number

Integrated Science & Engineering, Inc.

BY: Authorized Officer of Agent  
(Insert Contractor Name)

President  
Title of Authorized Officer or Agent of Contractor

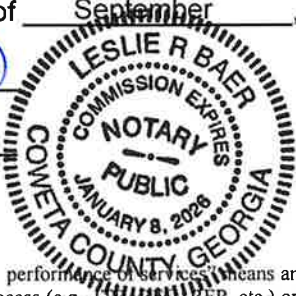
Lawrence H. Davis, Jr.  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 8th day of September, 2023.

Notary Public: [Signature]

County: Coweta

Commission Expires: 01/08/2026



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[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].

STATE OF GEORGIA  
COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** Integrated Science & Engineering, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

122552

EEV/Basic Pilot Program\* User Identification Number

Andria Yildirim, AES Inc.

BY: Authorized Officer or Agent  
(Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Andria Yildirim

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 28<sup>th</sup> day of August, 2023.

Notary Public: Elizabeth A. Waddell

County: DeKalb

Commission Expires: March 02, 2024



<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>[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].

23ITB08012023A-JWT  
Water Quality Monitoring

Section 6  
Purchasing Forms & Instructions


STATE OF GEORGIA

COUNTY OF FULTON

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] Integrated Science & Engineering, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.


1538169  
EEV/Basic Pilot Program\* User Identification Number

  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

Managing Director  
Title of Authorized Officer or Agent of Subcontractor

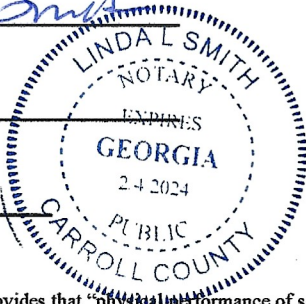
Fabricio Ponce  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 24 day of August, 2023.

Notary Public: 

County: Carroll

Commission Expires: February 4, 2024



<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[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].

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Integrated Science & Engineering, Inc.

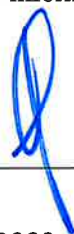
Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Professional Engineer

Professional License Number: PEF000625

Expiration Date of License: 06/30/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:  \_\_\_\_\_

Date: September 8, 2023

**(ATTACH COPY OF LICENSE)**



**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Analytical Environmental Services, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: NELAP Laboratory Accreditation

Professional License Number: E87582

Expiration Date of License: 6/30/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 8/28/2023

**(ATTACH COPY OF LICENSE)**



# Coweta County **BUSINESS LICENSE**

Community Development  
Business License Division  
22 East Broad Street, Suite 222  
Newnan, GA 30263  
770-254-2626  
coweta.ga.us

**Date Issued:** 09/03/2021

**Certificate No.:** LIC-COM-13-016854

**Business Name:** INTEGRATED SCIENCE & ENGR., INC.

**Business Address:** 1039 SULLIVAN RD, Suite# 200, NEWNAN, GA 30265

**Business Contact:** INC. INTEGRATED SCIENCE & ENGR.

**Federal ID No.:** 58-1286525

**NAICS No.:** 541330 - ENGINEERING SERVICES

**Notes:** ENGINEERING & SURVEY FIRM

**Corporation Name:** INTEGRATED SCIENCE & ENGR., INC.

**Mailing Address:** 1039 SULLIVAN ROAD SUITE 200, NEWNAN, GA 30265

**CERTIFICATE MUST BE DISPLAYED FOR PUBLIC VIEW IN BUSINESS ESTABLISHMENT.  
VALID ONLY AT THIS LOCATION.  
COWETA COUNTY MUST BE NOTIFIED OF ANY CHANGES.  
CERTIFICATE IS NON-TRANSFERABLE AND NON-REFUNDABLE**

## **EXPIRATION: 03/31/2024**



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
State Board of Registration for Professional Engineers and  
Land Surveyors  
LICENSE NO. PEF000625  
Integrated Science & Engineering, Inc.  
1039 Sullivan Road  
Suite 200  
Newnan GA 30265  
**Engineer Firm**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 12/20/1994

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.


Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Integrated Science & Engineering, Inc.  
1039 Sullivan Road  
Ste. 200  
Newnan GA 30265



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia State Board of Registration for Professional Engineers and  
Land Surveyors  
License No. PEF000625  
Integrated Science & Engineering, Inc.  
1039 Sullivan Road  
Suite 200  
Newnan GA 30265  
**Engineer Firm**

EXP DATE - 06/30/2024 Status: Active  
Issue Date: 12/20/1994



State of Florida  
Department of Health, Bureau of Public Health Laboratories  
This is to certify that



E87582

ANALYTICAL ENVIRONMENTAL SERVICES, INC.  
3080 PRESIDENTIAL DRIVE  
ATLANTA, GA 30340

has complied with Florida Administrative Code 64E-1,  
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS, AIR AND EMISSIONS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2023      Expiration Date: June 30, 2024



Susanne Crowe, MHA  
Interim Chief Bureau of Public Health Laboratories  
DH Form 1697, 7/04  
NON-TRANSFERABLE E87582-46-07/01/2023  
Supersedes all previously issued certificates

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Lawrence H. Davis, Jr.  
1039 Sullivan Road, Suite 200  
Newnan, GA 30265  
President of ISE

Lawrence H. Davis, III  
1039 Sullivan Road, Suite 200  
Newnan, GA 30265  
CFO

Leslie Baer  
1039 Sullivan Road, Suite 200  
Newnan, GA 30265  
Human Resources Director

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

ISE provides Civil Engineering and Consulting Services to clients in Georgia

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No employee, agent or representative of ISE has ever had a business relationship with Fulton County, nor directly or indirectly received revenues from Fulton County, nor directly or indirectly received revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County.

**LITIGATION DISCLOSURE:**

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

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES  NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES  NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES  NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES  NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

 NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty orf perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 8th day of September, 2023

Integrated Science & Engineering, Inc. 9/8/2023  
(Legal Name of Proponent) (Date)

[Signature] 9/8/2023  
(Signature of Authorized Representative) (Date)

President  
(Title)

Sworn to and subscribed before me,

This 8th day of September, 2023

[Signature]  
(Notary Public)

(Seal)

Commission Expires January 8, 2026

9/8/2023  
(Date)





**EXHIBIT G**

**CONTRACT COMPLIANCE FORMS**

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

"Know all persons by these presents, that I/We (Lawrence H. Davis, Jr.  
\_\_\_\_\_),

Name

President \_\_\_\_\_

Integrated Science & Engineering, Inc. \_\_\_\_\_

Title

Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

**NAME:** Lawrence H. Davis, Jr.

**TITLE:** President

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** 1039 Sullivan Road, Suite 200, Newnan, GA 30265

**23ITB08012023A-JWT**  
**Water Quality Monitoring**

**Section 7**  
**Contract Compliance Requirements**

---

**PHONE NUMBER:** 678.552.2106 **EMAIL:** ddavis@intse.com

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** Integrated Science & Engineering, Inc.

**ITB/RFP Name & Number:** Water Quality Monitoring #23ITB08012023A-JWT

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is  a minority or female owned and controlled business enterprise.  **African American (AABE)**;  **Asian American (ABE)**;  **Hispanic American (HBE)**;  **Native American (NABE)**;  **White Female American (WFBE)**;  **Small Business (SBE)**;  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**

Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ 50,512.00 Or 50.25 %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<b>Business Name</b>		<b>Business Name</b>	
<b>(a.)</b>		<b>(b.)</b>	
<b>% of JV</b>		<b>% of JV</b>	
<b>Ethnicity</b>		<b>Ethnicity</b>	
<b>Gender</b>		<b>Gender</b>	
<b>Certified (Y or N)</b>		<b>Certified (Y or N)</b>	
<b>Agency</b>		<b>Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE**

**Exhibit B2 FORM)**

**Total Dollar Value of Certified Subcontractors: (\$) \$50,000**

**Total Percentage of Certified Subcontractors: (%) 49.75%**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

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

**Business or Corporate Name:** Integrated Science & Engineering, Inc.

**Address:** 1039 Sullivan Road, Suite 200, Newnan, GA 30265

**Telephone:** ( 678 ) 552.2106

**Fax Number:** ( 678 ) 552.2107

**Email Address:** ddavis@intse.com

**EXHIBIT B2 FORM  
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

**Certification Designation:** AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Analytical Environmental Services Inc. (AES)	cdephillips@aesatlanta.com / 3080 Presidential Drive	Atlanta, GA 30340 / 770.457.8177	FBE	Fulton County	FBE	Lab Analysis	\$50,000 (Year 1)	49.75% (Year 1)
Vanasse Hangen Brustlin, Inc. (VHB)	ccrow@vhb.com / 1355 Peachtree Street, NE, Suite 100	Atlanta, GA 30309 / 770.365.9785	N/A	N/A	N/A	Biological Habitat Assessment	\$0 (Year 1)	0% (Year 1)

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE  
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
Analytical Environmental Services Inc. (AES)	cdephillips@aesatlanta.com / 3080 Presidential Drive	Atlanta, GA 30340 / 770.457.8177	FBE	Fulton County	FBE	Lab Analysis	\$50,000 (Year 1)	49.75% (Year 1)
Vanasse Hangen Brustlin, Inc. (VHB)	ccrow@vhb.com / 1355 Peachtree Street, NE, Suite 100	Atlanta, GA 30309 / 770.365.9785	N/A	N/A	N/A	Biological Habitat Assessment	\$0 (Year 1)	0% (Year 1)

**EXHIBIT C  
FORM SUBCONTRACTOR**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact
Analytical Environmental Services Inc. (AES)	3080 Presidential Drive, Atlanta, GA 30340	Corene DePhillips	cdephillips@aesatlanta.com	700-457-8177	Lab Analysis	FBE	Confirmed
Vanasse Hangen Brustlin, Inc. (VHB)	1355 Peachtree Street, NE, Suite 100, Atlanta, GA 30309	Chris Crow	ccrow@vhb.com	770-365-9785	Biological Habitat Assessment	N/A	Confirmed

Company Name: Integrated Science & Engineering, Inc.

Project # & Title: Water Quality Monitoring #23ITB08012023A-JWT

Printed Signature: \_\_\_\_\_

Date: September 11, 2023



## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**

**SECTION 5****INSURANCE AND RISK MANAGEMENT PROVISIONS****Insurance and Risk Management Provisions  
Water Monitoring Services**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly, the Respondent shall provide a certificate evidencing the following:**

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT – Each Accident	\$500,000
Employer's Liability Insurance	BY DISEASE - Policy Limit	\$500,000
Employer's Liability Insurance	BY DISEASE - Each Employee	\$500,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products\Completed Operations	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
---------------------------------	-----------------	-------------

**4. UMBRELLA LIABILITY**

Umbrella Liability (Including operation of non-owned, owned, and hired automobiles)	Per Occurrence/Aggregate	\$1,000,000/\$1,000,000
--	--------------------------	-------------------------

**5. PROFESSIONAL (E&O) LIABILITY**

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor/vendor must procure and evidence full Extended Reporting period (ERP) coverage.	Per Claim Aggregate	\$2,000,000
--	------------------------	-------------

**Certificates:**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

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

**Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is

caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

#### **PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

23ITB08012023A-JWT  
Water Quality Monitoring

Section 5  
Insurance and Risk Management

COMPANY: Integrated Science & Engineering, Inc.  
SIGNATURE: \_\_\_\_\_

NAME: Lawrence H. Davis, Jr. TITLE: President

DATE: 9/8/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC P. O. Box 71429 47 Postal Parkway Newnan, GA 30271-1429	<b>CONTACT NAME:</b> Robin A Connell <b>PHONE (A/C, No, Ext):</b> - <b>FAX (A/C, No):</b> - <b>E-MAIL ADDRESS:</b> Robin.Connell@MarshMMA.com													
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**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBAAK3770	09/27/2022	09/27/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UECEB2078	09/27/2022	09/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			20SBAAK3770	09/27/2022	09/27/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAN1UAB	09/27/2022	09/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Professional Liab			PCD100056305	09/27/2022	09/27/2023	\$2,000,000 Aggregate \$2,000,000 Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**General Liability- Blanket Additional Insured and Waiver of Subrogation per form SS 00080405**  
**General Liability- Blanket Primary & Non Contributory per form SS08080405**  
**Business Auto- Blanket Additional Insured and Waiver of Subrogation per from HA99160312**  
**Workers Compensation- Blanket Waiver of Subrogation per from WC 99 03 01**

<b>CERTIFICATE HOLDER</b> Fulton County Government Purchasing & Contract Compliance Dept 130 Peachtree Street, S.W Suite 1168 Atlanta, GA 30303	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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