



ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S  
FOR PURCHASING USE ONLY

Tracking #

Contract #

Actual BOC Date:

FOR USE BY THE USER DEPARTMENT

Department: Rec + Maint - Capital Projects Contact Name & Extension: Andrew Morton X 7091  
Project Title and Brief Summary: Proposal for Engineering Services Exterior Window replacement for Rockdale county court house building Term of Contract and/or Project: New Contract -  
Vendor Name: AMEC Foster Wheeler Contact: Michelle Daniel  
Address/Phone #: 1075 Big Shanty Road NW suite 100 770-421-3400  
Contract: Funding Source and Account #: Capital budget - \$10,300  
Priority: NEXTBOCMTG/(30)/60/90 (Circle One) Comments/Justify NEXTBOCMTG: \_\_\_\_\_

Director/Elected Official Signature: [Signature] Date: 9/12/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 9/12/16 Date and Time Out: 9/22/16

ITB  RFP  Agreement/Contract  Change Order No \_\_\_\_\_  GSA/SWC \_\_\_\_\_  
 Approved Sole Source  Other (specify): \_\_\_\_\_

Projected BOC Meeting Date: \_\_\_\_\_  
Comments/Notes: \_\_\_\_\_  
Procurement Officer Signature: [Signature]

FOR USE BY THE DIRECTOR OF FINANCE

Date and Time Received: 9.22.16 Date and Time Out: 9.23.16

Funding Source: 2016 Capital fund Budget Amount: \$10,300

Finance Director Signature: [Signature]

FOR USE BY THE COUNTY ATTORNEY

Date and Time Received: 9/22/16

Returned to purchasing with comments Date and Time Out: \_\_\_\_\_

Comments: \_\_\_\_\_

Received from reroute (if applicable): Date and Time In: \_\_\_\_\_  
 Approved as to form and Returned to Purchasing Date and Time Out: 9/28/16

County Attorney Signature: \_\_\_\_\_

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: 10/19/16, 3:46 pm Date and Time Out: \_\_\_\_\_

Approved for Agenda Placement and Forwarded to County Clerk Agenda Date: \_\_\_\_\_

Comments/Notes: \_\_\_\_\_  
Chief of Staff Signature: [Signature]

2016-346



Rockdale County Board of Commissioners

Priority:  
RUSH/30/60/90

### Agenda Item Summary: Item #

MEETING DATE:

**Requesting Department**  
Recreation and Maintenance / Special Project Division

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*  
AMEC Foster Wheeler to provide engineering services Exterior window replacement for Rockdale county court house building.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*  
Approve of Terms and conditions to extend the contract.

**Is this Item Goal Related?** *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

Yes  No **Customer Service**

**Summary & Background** *(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item)*

Amec Foster Wheeler Environment & Infrastructure, Inc., (Amec Foster Wheeler), will be providing this proposal for architectural & engineering services to perform an exterior window replacement Assessment and technical bid package development for the structure located on the captioned site Rockdale County Court house.  
Included in this proposal is our understanding of the project background, our proposed scope of services,  
Schedule, fee, authorization procedures and our basis of design.

**Fiscal Impact / Funding Source** *(include projected cost, approved budget amount and account number, source of funds, and any future funding requirements)*

Capital budget \$ 10,300 - include tasks one through seven (\$8)

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Proposal for Engineering Services

**Source of Additional Information** *(Type Name, Title, Department and Phone)*

Andrew C. Morton, III Capital Projects Manager (770)278-7091

#### Department Head/Director's Approval

<b>Typed Name and Title</b> Sue Sanders, Director Recreation and Maintenance		<b>Phone</b> 770-278-7223	<b>Chief of Staff Approval</b> 
<b>Signature</b> 		<b>Date</b> 9/12/16	

September 8, 2016



Andrew C. Morton, III  
Capital Projects Manager

Rockdale County Department of Recreation and Maintenance  
P.O. Box 289  
Conyers, Georgia 30012

Phone: 770-278-7091

Fax: 770-278-8939

andrew.morton@rockdalecounty.org

Subject:

**Proposal for Engineering Services  
Exterior Window Replacement for Rockdale County Court House Building  
922 Court Street , Conyers Georgia, 30012  
Amec Foster Wheeler Proposal 16PROP0010.RDCH**

Dear Mr. Morton:

Amec Foster Wheeler Environment & Infrastructure, Inc., (Amec Foster Wheeler), is pleased to provide this proposal for architectural & engineering services to perform an exterior window replacement assessment and technical bid package development for the structure located on the captioned site. Included in this proposal is our understanding of the project background, our proposed scope of services, schedule, fee, authorization procedures and our basis of design.

#### **PROJECT BACKGROUND**

The subject Court House building is located at 922 Court Street, Conyers Georgia. The majority of the structure is two stories with a masonry exterior veneer. On August 29, 2016 Ms. Michelle Daniel and Mr. Scott Hughes of Amec Foster Wheeler visited the site to review the proposed exterior window replacement project scope. Mr. Morton with Rockdale County Department of Recreation and Maintenance provided a building tour to observe firsthand the various existing conditions and requirements relative to project scope. As noted by Mr. Morton, the existing facility is to remain operational during completion of the project. Mr. Morton provided Amec Foster Wheeler with a copy of completed Asbestos and Lead Paint Testing Reports applicable to existing exterior windows. The existing exterior windows are finished in a known lead paint finish with significant deterioration. In addition, the existing exterior sealants have been found to contain asbestos.

Amec Foster Wheeler has been requested to provide a proposal for services to complete a technical narrative with supporting documentation as required to form the basis for a Request for Proposal to be issued by Rockdale County in soliciting contractor proposals for work scope completion.

**Amec Foster Wheeler Environment & Infrastructure, Inc.**

1075 Big Shanty Road NW • Suite 100

Kennesaw • Georgia • 30144

Phone (770) 421-3400 • Fax: (770) 421-3486

### PROPOSED SCOPE OF SERVICES

- **Task One - Field Work.** Amec Foster Wheeler performed initial visual observations of existing conditions related to existing exterior windows along with photo documentation of relevant conditions and window types.
- **Task Two - Replacement Window System Research & Evaluation.** Amec Foster Wheeler will perform research and evaluation of available replacement window systems for selection of a window system to serve as the Basis of Design for the Request for Proposal technical document noted above. Available replacement window systems will be evaluated on suitability to meet all known project requirements along with a focus to reduce ongoing window system maintenance and increase energy efficiency.
- **Task Three - Request for Proposal Draft and Supporting Technical Specifications.** Upon completion of our initial replacement window system research and evaluation, we will prepare a Request for Proposal draft in electronic format (PDF) containing supporting technical specifications as may be required suitable for the solicitation of bids to complete the defined project scope of work. The Request for Proposal draft document is anticipated to be a written narrative of project scope, existing conditions photos with notations for window configurations, work execution limitations and restrictions, listing of existing window sizes and supporting technical specifications as may be required for project completion. Technical specifications will be limited to Division 2 through 12 sections only. Division 1 specification sections as may be necessary and/or appropriate to be prepared by Rockdale County.
- **Task Four - ROM Estimate.** Upon completion of the draft Request for Proposal, we will prepare a rough order of magnitude estimate of construction costs to reflect the scope of work defined in the draft request for proposal. This estimate is intended to be a rough order of magnitude estimate within a margin of +/- 20 percent.
- **Task Five - Client Review / Final RFP Completion.** Amec Foster Wheeler will review the draft Request for Proposal document along with ROM Estimate with Rockdale County during a conference call and complete the final RFP document by addressing comments provided by the County.
- **Task Six - Pre-Bid Meeting.** Amec Foster Wheeler will attend the Pre-Bid Meeting (if requested) to support Rockdale County's solicitation of project bids.
- **Task Seven - Bid Evaluation.** Amec Foster Wheeler will review contractor bids for compliance with the RFP technical requirements (if requested) and provide comments and recommendations to Rockdale County representatives based on our review.

## **BASIS OF DESIGN**

Visual observations of structures are preliminary reviews intended to identify observed major problems and to provide generalized repair recommendations for addressing these items. Our work will not be intended to be a detailed analysis of each separate system. Although a "standard of care" will be exhibited by trained professionals, in this type of preliminary review it is possible that conditions may exist that will affect the value and/or performance of the facility, but which will not be discovered by the assessment. The results of our assessment will reflect the conditions observed at the time of our site visit and may not represent conditions at a later date. Other problems may develop with time, which were not evident at the time of our site visit.

Physical sampling of materials is not included in our proposed scope of services. Lead Paint and Asbestos abatement components of the project scope will be based on sample testing reports supplied by Rockdale County and dated July 15, 2016 and July 14, 2016. Also, we note that our observations have been limited to easily visible components that are accessible at the time of our visit. ASTM E 2187-08 defines easily visible as follows:

*Easily visible describes items, components and systems that are conspicuous, patent, and which may be observed visually during the walkthrough survey without intrusion, removal of materials, exploratory probing, use of special protective clothing, or use of special equipment.*

## **SCHEDULE**

Our services can begin within 5 working days of receiving written authorization to proceed. We anticipate submittal of the draft Request for Proposal document within five weeks from written authorization to proceed.

## **PROPOSED FEE**

We propose to perform the scope of services outlined herein according to the task fee structure outlined below:

<b>Task One through Five</b>	<b>\$ 9,000.00</b>
<b>Task Six</b>	<b>\$ 800.00</b>
<b>Task Seven</b>	<b>\$ 500.00</b>
<b>Total Fee</b>	<b>\$ 10,300.00</b>

Please note that the aforementioned fees does not include the performance of construction administration services beyond attendance of Pre-Bid Meeting and Bid Evaluation support as defined herein. Construction Administration services may be performed upon request for an additional fee. Amec Foster Wheeler understands that Rockdale County will coordinate review and approval of final Request for Proposal document with Historical Property entities where applicable.

**AUTHORIZATION / TERMS AND CONDITIONS**

Amec Foster Wheeler proposes to perform the services outlined in this proposal in accordance with the attached Terms and Conditions. If the fee and terms of this work are acceptable, please sign where indicated below to authorize the services described herein and return a copy in its entirety to Michelle Daniel via electronic mail (michelle.daniel@amecfw.com).

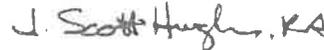
**CLOSING**

We appreciate the opportunity to work with you on this project. If you have any questions concerning this proposal, please contact us at 770-421-3400.

Sincerely,  
**Amec Foster Wheeler Environment & Infrastructure**



Michelle Daniel  
Associate Project Manager



J. Scott Hughes  
Associate Project Manager

Attachments: Amec Foster Wheeler Environment & Infrastructure Terms and Conditions

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I have read, understand and accept the terms outlined in this proposal and authorize Amec Foster Wheeler to perform the services.

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**Richard Oden**  
Chairman

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**Date**

**ATTEST:**

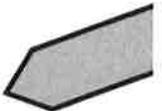
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Jennifer O. Rutledge, County Clerk

Approved as to form

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M. Qader A. Baig, County Attorney



# Amec Foster Wheeler Environment & Infrastructure (Amec Foster Wheeler) Terms and Conditions



**1. COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

**2. STANDARD OF CARE:** Amec Foster Wheeler will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. INDEPENDENT CONTRACTOR:** Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**4. INSURANCE:** Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

**5. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**6. FORCE MAJEURE:** Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

**7. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

**8. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

**9. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such materials, including samples and wastes.

**10. LIMITATION OF LIABILITY:**

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

**11. INDEMNITY:** CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.

**12. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other. If services are required in New York, Amec Foster Wheeler will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. Amec Foster Wheeler shall retain responsibility in accordance with this Agreement for all services performed.

**13. COST ESTIMATES:** If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

**14. TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

**15. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

**16. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

**17. DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

**18. EXCLUSIVE USE:** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC.

**19. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.