



REQUEST FOR INVITATION TO BID NO. #08ITB64116K-JD

Fast Track Project System

For

General Services Department

BID DUE DATE AND TIME: October 27, 2008, 11:00 A.M.

BID ISSUANCE DATE: September 29, 2008

PURCHASING CONTACT: Joyce Daniel at (404) 612-5824

E-MAIL: joyce.daniel@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID

FAST TRACK PROJECT SYSTEM

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary to provide construction and renovation services in support of the General Services Job Order Contracting Program will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168, Atlanta, GA 30303, **until 11:00 A.M., local time, on Monday, October 27, 2008**, and then at said office publicly opened and read aloud.

Description of Project:

- A. The General Services Job Order Contract Program commonly referred to as Fast Track (hereinafter called Fast Track Project System, FTPS) is a firm-fixed-price indefinite-quantity contract. The work includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a General Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.
- B. Under the FTPS concept, the General Contractor furnishes all management, design, labor, materials, equipment and architectural and engineering support needed to perform the work authorized by work orders issued.
- C. The FTPS contract includes a Unit Price Book (UPB) as furnished by the County. This UPB is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing Fulton County wage and materials cost data. The UPB is work segment based. The UPB also incorporates local activity, climate and geographic features. Bidder(s) will offer a price adjustment factor for each of the following, which will be applied to all of the UPB unit prices:
 1. Normal working hours
 2. Other than normal working hours (overtime)
 3. Normal working hours w/Architectural and Engineering services furnished by Contractor
 4. Other than normal working hours w/Architectural and Engineering services furnished by Contractor. This factor will be applied to the UPB unit prices only when Architectural or Engineer sealed drawings are required or requested by the County. Fire Sprinkler drawings, and shop drawings designed by fire sprinkler installation companies shall not be considered A/E services.

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- D. As Fast Track Project System requirements are identified, County staff and the General Contractor shall jointly develop a scope of work. The General Contractor will be issued a request for proposal work order and based upon the scope of work will be required to develop a proposal for the work. The General Contractor will submit their proposal to the County. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor will establish the firm fixed price for the work order.
- E. The FTPS concept also includes a provision for the establishment of prices for work requirements that are within the written general scope of work but were not included in the UPB at the time of contract award. These tasks are referred to as "non pre-priced items". Non pre-priced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the UPB.
- F. The procedures for ordering work are covered in the General Conditions.
- G. The Contractor shall be required to use The Gordian Group's JOC management system for preparing and submitting proposals. The system, called PROGEN, is Internet based. Fulton County will also be using PROGEN to prepare estimates and receive proposals from the Contractors in an electronic format. The contractor will need an internet connection to run the system. A dial up connection is not acceptable; a broadband internet connection will be required.
1. Use of PROGEN requires a yearly subscription for each user. The cost of the subscriptions and setup fees for both the Contractor and Fulton County shall be paid for by the Contractor. The Contractor in turn will invoice the County and subsequently be reimbursed by the County. The total estimated cost to be paid by Contractors for the first year of the contract is \$ 20,450.00. Subsequent years to be paid by Contractors are estimated at \$ 4,475.00 per year. This fee includes only one user for the Contractor. An option of additional users can be added for \$895.00 per year renewal costs. These fees include the proposal preparation and submittal modules only. Fees for additional users will not be reimbursed by the County.
 2. The Contractor shall be invoiced by The Gordian Group on the date of Contract Award for 50% of the first year cost with terms of net 30. The remaining 50% of the first year cost will be invoiced by The Gordian Group one month after award of the contract with terms of net 30. The renewal subscription shall be invoiced by The Gordian Group on the anniversary date of Contract Award for 100% of the renewal cost with terms of net 30.

Permits:

Permits and licenses necessary to commence and prosecute the work to completion shall be procured and paid for by the General Contractor as part of General Contractor's price Factor. The General Contractor shall provide evidence of application or receipt of

a permit upon request by the County and if a permit is found not warranted the General Contractor should also provide evidence upon the Counties request.

Rights of Way/Easements:

All easements and rights-of-way will be procured and paid for by the County unless otherwise specifically provided in the Contract and Contract Documents.

Bid Documents:

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

Term of Contract:

The term of the contract, subject to Board of Commissioners approval, will be twelve (12) months from issuance of a Notice to Proceed or the expenditure of the maximum potential amount of \$1,500,000.00, whichever occurs first with the option of two (2) additional twelve (12) month periods.

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer.

Fulton County reserves the right of an option of two additional 12 month renewal periods pending availability of departmental appropriated funding, contractor compliance with county rules and policies, satisfactory performance evaluations, and Board of Commissioners approval. Option year price increase shall not exceed the consumer price index (CPI) as published by the Bureau of Labor with particular reference to the average shown on such for "all items" for the Atlanta Metropolitan area.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the

- date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

Bid Contact

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Department of Purchasing and Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-5824
Fax: (404) 335-5806
Reference Bid # 08ITB64116K-JD

Or joyce.daniel@fultoncountyga.gov

Basis of Award

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder(s) whose bid is determined in writing to be the most advantageous to the County, taking into consideration, the evaluation criteria set forth below. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the total amount payable by terms of the Contract. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

The failure of the successful Bidder to execute the Agreement and/or supply all of the required items shall constitute a default and will result in a forfeiture of the Bidder's bid security, and the County may choose to either award the Contract to the next lowest responsive and responsible Bidder or re-advertise for bids.

Separate Contractors' will be awarded The Fast Track System as approved by the Fulton County Board of Commissioners, not to exceed \$ 6,000,000 total per contract term. All awards under this Invitation to Bid will be by separate individual contracts and are not dependent upon or to be construed as being dependent upon each other. The County reserves the right to limit the total number of concurrent Fast Track Project System Contracts to be held by or awarded to a single bidder.

Pre-Bid Conference

Date: **Tuesday, October 14, 2008**

Time: **2:00 PM**

Location: Fulton County Department of Purchasing and Contract Compliance,
Public Safety Building
130 Peachtree Street, S.W. Suite 1168, Atlanta, GA 30303

A mandatory pre-bid conference will be held in the Fulton County Department of Purchasing and Contract Compliance Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the bidder's perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

END OF SECTION

INSTRUCTIONS TO BIDDERS

A. Contract Documents

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

B. Bid Preparation and Execution

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "Bid for ITB-#08ITB64116K-JD-Fast Track Project System.

Additionally, ***THE BIDDER IS ALSO REQUIRED TO WRITE THEIR GEORGIA UTILITY CONTRACTOR LICENSE NUMBER ON THE OUTSIDE OF THE SEALED BID ENVELOPE.***

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense. Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

C. Addenda and Interpretations

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 P.M., Wednesday, October 15, 2008**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 335-5806
joyce.daniel@fultoncountyga.gov
Reference Bid # 08ITB64116K-JD

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

D. Site Examination

There will not be a scheduled site visit for this project.

E. Bidder's Modification and Withdrawal of Bids

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

F. Bid and Contract Security

A Bid Bond for an amount equal to five percent (5%) of the total amount payable by terms of the Contract must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the total amount payable by the terms of the Contract. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the total amount payable by terms of the Contract. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

G. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

H. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

I. Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or

correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

J. Indemnification and Hold Harmless Agreement

See Section 00490, Insurance and Risk Management Provisions page 3, Indemnification and Hold Harmless Agreement.

K. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

L. Determination of Successful Bidder

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:

- a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
- b. Maintains a permanent place of business individually or in conjunction with the prime contractor.
- c. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
- d. Has adequate personnel and equipment to do the work expeditiously.
- e. Has suitable financial means to meet obligations incidental to the work.

2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

- a. Experience: Information on your firm's familiarity and experience over the last five years with the execution of Job Order Contracts. Include the name, title, address, telephone number and fax number of the owner's representative for five JOC projects.
- b. Staffing:
 1. Provide a list of qualified personnel from your organization that will be dedicated to this contract. A minimum of one Project

2. Manager, proposal administrator, one administrative assistant, and two project superintendents will be required upon award and shall be maintained throughout the duration of this contract.
3. Include a resume of your firm's Project Manager. Also, list all key members of your firm and consultant(s) who will be committed to this project. Indicate the function of each team member on the project. Include resumes of these individuals. The resumes shall include the following minimum information.
 - (a) Name
 - (b) An explanation of the functions they will perform and their title by classification.
 - (c) Their relevant education background (technical school, bachelor's degree, post graduate work) specifying their major(s) and minor(s).
 - (d) Their relevant work experience.
 - (e) Any specialized skills, training or credentials that are relevant to the required services.
 - (f) Registration or Certifications of applicable.
- c. Safety Plan: Include a Safety Plan that shall be followed to insure site safety on all jobs (one page maximum, reference OSHA requirements).
- d. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

M. Georgia Utility Contractors License (NON-APPLICABLE)

Bidders must have a Utility Contractors License to perform this work in accordance with O.C.G.A. §43-14-8.3 (h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on the project.*** It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor. Bidders must complete Form C1: Georgia Utility License Certification in Section 6, Purchasing Forms. The Bidder shall provide a Georgia Utility License Number on the outside of the sealed envelope. Failure to provide the required license shall deem your bid non-responsive.

N. General Contractors License (APPLICABLE)

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from

holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

O. Professional Licenses (APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

P. Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he 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.

Q. Notice of Award of Contract

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date

or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

Within 30 days from notice of award, the County will establish with the Contractor, electronic connectivity to the JOC database and operating system and establish various protocols regarding system management.

R. Execution of Contract Documents

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

S. Joint Venture

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

T. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

U. Georgia Security and Immigration Compliance Act

1. Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
2. In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

-
- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

V. **Bid General Requirements**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

-
- Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.
6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
 7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
 8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
 9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
 - 10.A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
 - 11.All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.

12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County

of all responsibility for prosecuting damage claims.

19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the

Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.

25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be “non-responsive” in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest “responsible” Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. 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:

Competitive sealed Bids (“Bid”) may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

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31. In the evaluation of the Bids, any award will be subject to the Bid being:
- a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and 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.
33. All proposals and 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.

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- c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being “non-responsive”.

Required Bid Submittal Check List for Invitation to Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and three (3) complete copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
3	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
4	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C1- Georgia Utility Contractor License (Non Applicable) Form C2- Georgia General Contractors License (Applicable) Form C3- Georgia Professional Licenses (Applicable) Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirement (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	
7	Required information on Experience, Staffing and Safety Plan as outlined in L. Determination of Successful Bidder	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **#08ITB64116K-JD-Fast Track Project System**

Submitted on _____, 2008.

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)

\$ _____
(Dollar Amount in Numbers)

(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 order of the Contracting Officer and to fully complete all work under this Contract within twelve (12) consecutive months from issuance of Notice to Proceed.

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 be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

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:

_____ Dollars

(\$ _____) 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 #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____
ADDENDUM #	_____	DATED	_____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

Bidder's Contractor License No: _____
[State/County]

License Expiration Date: _____

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

END OF SECTION

Bid Form

- A. There will be two types of work under this contract: The first type will be for work accomplished during normal working hours without Architectural and Engineering services and other than normal working hours without Architectural and Engineering services and the second type will be for work accomplished during normal working hours with Architectural and Engineering services and other than normal working hours with Architectural and Engineering services. Each bidder must submit two sets of adjustment factors for the above-identified areas in order to be considered responsive. The first set of factors will be applied to work that does not require Architectural and Engineering services. The second set of factors will be applied to work that requires a sealed Architectural or Engineer's stamp by a licensed professional registered in the state of Georgia. The General Contractor shall note that Fire Sprinkler Drawings as designed by Fire Sprinkler Installation Companies are not to be included as part of the A/E factors. Fulton County considers these to be part of the installation cost of installing fire sprinkler systems. For bid price evaluation purposes only:
1. It is estimated that 90% of the work accomplished under this contract will be during normal hours.
 2. It is estimated that 10% of the work accomplished under this contract will be on an overtime basis.
 3. It is estimated that 15% of the work will require architectural/engineer stamped design documents.
- B. The bid price shall be "net", (e.g., 1.000) or an adjustment "decrease from" (e.g., 0.9500) or "increase to" (e.g., 1.2000) to the unit prices listed in the UPB. Bidders who submit separate adjustment factors for separate UPB tasks will be considered non responsive and the bid may be rejected.
- C. The bid adjustment factor must contain allowances for overhead, profit, bond premiums, insurance, mobilization, bid development, design services and all contingencies in connection therewith, as no allowance will be made later for any other than pre-priced or non pre-priced task prices.
- D. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit price to be paid by the County for work performed under the contract.
- E. For the purposes of computing the Contractor's multipliers, the Contractor may use a value of \$1,500,000.00 per contract term. There is no guaranteed minimum value.

The following form shall be used for submitting Bid prices:

PRICING FORM
#08ITB64116K-JD-Fast Track Project System
Fulton County, Georgia

To: Board of Commissioners of Fulton County
c/o Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

From: Bidder
Name _____
Address _____
Telephone _____ FAX _____

Subject: Fast Track Project System

Bid No.: _____

The above Bidder is:

- () An Individual
- () A Company
- () A Corporation
- () A Partnership
- () A Joint Venture consisting of _____

For the performance of the work as stated in this Invitation to Bid, we bid the following four adjustment factors, Lines 1-5. (Utilize four decimal places for all factors; example: 0.000).

- 1. Normal Working Hours _____
- 2. Other than Normal Working Hours _____
- 3. Normal Working Hours that requires the contractor to provide Architectural and Engineering services _____
- 4. Other than Normal Working Hours that require the contractor to provide Architectural and Engineering services _____

For the purpose of price evaluation, we have computed our overall combined adjustment factor to be:

- 5. Overall Combined Adjustment Factor _____

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND

**#08ITB64116K-JD-FAST TRACK PROJECT SYSTEM
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$ _____)

good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for the **#08ITB64116K-JD-FAST TRACK PROJECT SYSTEM**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2008.

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

END OF SECTION

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
 - Form C1 – Georgia Utility License Contractor License (**Non Applicable**)
 - Form C2 – Georgia General Contractors License (**Applicable**)
 - Form C3 – Georgia Professional License (**Applicable**)
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2008.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF
BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) Authority to suspend

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a

period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. 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 of perjury, I declare that I have examined this certification 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 _____ day of _____, 2008.

_____ (Date)
(Legal Name of Offeror)

_____ (Date)
(Signature of Authorized Representative)

(Title)

FORM E: 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.

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.
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 had within the last five (5) years: (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.

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;
 - (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
 - (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.

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 of 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 _____ day of _____, 2008

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2008

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees

- 100 or more employees

- Fewer than 100 employees

Company Name: _____

I certify that the above classification is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

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

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM G: 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 under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2008.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM H: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM H: 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 under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 2008.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT COMPLIANCE REQUIREMENTS**NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT**

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers must submit the following completed documents. Failure to provide this information shall result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination (for Prime and each Sub-contractor)
- **Exhibit B** - Employment Report (for Prime and each Sub-contractor)
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

_____ Title Firm 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 Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch.,P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER:

Project Name or Description of Work/Service(s): _____

- 1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

- 2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE);**

****If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
 ADDRESS: _____

 PHONE: _____
 CONTACT PERSON: _____
 ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
 WORK TO BE PERFORMED: _____
 DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid 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 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 knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, 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.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form must be completed by ALL known subcontractors/suppliers and submitted with the bid. The Prime Contractor must submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____ **Signature** _____

Title _____ **Title** _____

Date _____ **Date** _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (if applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

Note: Attach additional sheets as required

2. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
3. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
4. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
5. Describe the estimate contract cash flow for each joint venturer.
6. To what extent and by whom will the on-site work be supervised?
7. To what extent and by whom will the administrative office be supervised?
8. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
9. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
10. Describe the experience and business qualifications of each joint venturer.
11. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
12. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

13. The authority of each joint venturer to commit or obligate the other: _____

14. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

15. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Purchasing and Contract Compliance and Departments of Finance, under the direction of the County Manger’s Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 2008 _____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
 (Signature)

 (Printed Name)

END OF SECTION

Insurance and Risk Management Provisions Construction

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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. 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 Name, Number and 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.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). 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.

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	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

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

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

To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
Broadened Pollution Endorsement CA9948 and MCS 90		

4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each Occurrence	\$5,000,000
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5. CONTRACTORS POLLUTION LIABILITY

Each Occurrence	\$2,000,000
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6. BUILDERS' RISK:

To be written on a Builders Risk "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit		\$1,000,000
Property in Offsite Storage		\$1,000,000
Plans & Blueprints		\$25,000
Debris Removal	25% of Insured Physical Loss	
Delay in Completion / Soft Cost		TBD
Ordinance of Law (Increased Cost of Construction)		\$1,000,000
Flood and Earthquake	TBD – Full Contract Value	

Deductibles:

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insureds under the policy.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

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.

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.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, 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.

Contractor/Vendor further agrees to protect, defend, 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 Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER - CONTRACTOR AGREEMENT

INSERT PROJECT # AND TITLE

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 2008, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

- General Conditions
- Special Conditions
- Bid Form
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Purchasing Forms
- Office of Contract Compliance Forms
- Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of _____ (\$ _____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications,

Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: [INSERT PROJECT #]

Fast Track Project System

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within **[INSERT CONTRACT DURATION]** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

[Insert if applicable For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to

property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

[Insert Company Name]

John H. Eaves, Commission Chair
Board of Commissioners

***[Insert Name & Title of person
authorized to sign contract]]***

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Willie A. Hopkins, Jr.
Director, General Services Dept.

END OF SECTION

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

GENERAL CONDITIONS**1. Definitions**

- A. ACCEPTANCE, shall mean that construction on an individual work order is substantially completed in accordance with the scope of work, plans and specifications, as modified by any change order agreed to by the parties, so that the remaining work is such minor alterations and patching as the final inspection shall disclose. All warranties and guarantees for completed work shall commence at final completion of the total project and not acceptance. The date of acceptance will be set by the County.
- B. ADJUSTMENT FACTOR is the General Contractor's proposed price adjustment to the unit prices as published in the Unit Price Book. General Contractor's must propose two sets of adjustment factors; one set for work to be accomplished during normal working hours; the second set for work to be performed during other than normal working hours. The General Contractor also proposes an architectural and engineering factor which will be in addition to the above factors when the County requires stamped architectural or engineering drawings. Adjustment factors are expressed as an increase or decrease from the published prices in the UPB.
- C. ARCHITECT OF RECORD, as used herein shall mean the individual/firm designated by the County or the Fast Track Project System (FTPS) Project Manager for the preparation of plans and specifications for a specific Work Order.
- D. AWARD, Date formal action is taken by the County for award of contract for the project.
- E. CLAIM, as used herein shall mean a right existing on behalf of any person whom might develop into a lien in favor of the claimant if such right existed against any person or entity other than a public body.
- F. CLOSE OUT, as used herein means that the work for each individual work order is 100% complete, including punch list and the punch list has been certified by the Project Coordinator/Project Manger as complete and required AIA forms and warranties have been submitted and approved and the General Contractor has been issued a Fast Track Notice of Completion and Acceptance.
- G. CONTRACT DOCUMENTS, consist of the Contract, the Legal Advertisements covering the Invitation To Bids, the Performance, Payment and Guarantee Bond, the Instructions to bidders and General Conditions, Unit Price Book, Technical Specifications including Fulton County Design Criteria w/Addenda 1-8,

- Contractor's Bid, List of Subcontractors, Certificates of Insurance and the Addenda, all incorporated in the Contract before its execution.
- H. CONTRACTOR, as used herein refers to firms authorized to do work for Fulton County either through the General Contractor or through separate Contract with Fulton County.
 - I. COUNTY, as used herein shall mean The Fulton County Board of Commissioners, Georgia. (Also referred to as the "County").
 - J. COMPLETION (FINAL COMPLETION), as used herein means that an individual work order issued under the contract is fully executed and completed in accordance with the scope of work, plans and specifications and all close out actions and documents are complete and the Project Coordinator/Project Manager has issued to the General Contractor a Fast Track Notice of Completion and Acceptance identifying the Warranty Start Date.
 - K. EMERGENCY, as used in this Contract shall mean such situations as shall require immediate action preventing General Contractor from contacting the County prior to execution.
 - L. FAST TRACK PROJECT SYSTEM is an Invitation to Bid, indefinite quantity contract for accomplishing construction and construction related services. Work is accomplished through the issuance of individual work orders against the Contract. Each Work Order issued under the FTPS will be a firm fixed priced order for accomplishing a specific construction task or project.
 - M. FAST TRACK PROJECT MANAGER, as defined herein, is the contract administrator and serves as the County's agent and shall exercise full authority on behalf of the County for all matters pertinent to the enforcement of the Contract, unless otherwise specifically stated in this agreement. This individual has the authority to reject work that does not conform to Contract Documents and to require special inspection and testing. All correspondence from the General Contractor to the County related to Contract Administration shall be forwarded to the Fast Track Project Manger.
 - N. GENERAL CONTRACTOR, as used herein refers to the licensed person, firm, or corporation authorized to do business in the State of Georgia with whom a Contract has been made directly or through accredited representatives that have entered into a Contract with the County for the performance of the work described by these documents. The General Contractor may also be the Contractor on some or all of the work orders under this contract.
 - O. INSPECTOR, as used herein shall mean any authorized representative of the County.

- P. NON-PRE-PRICED TASKS, as used herein shall refer to those units of work that are not included in the Unit Price Book but within the general scope and intent of this contract and may be negotiated into this contract as needs arise. Such work requirements shall be incorporated into and made a part of this contract for the work order to which they pertain, and may be incorporated into the Unit Price Book, if determined appropriate by the County at the base price determined in this provision. Non-pre-priced work requirements shall be separately identified and submitted in the work order bid.
- Q. OCCUPANCY, as used herein shall mean that an occupancy certificate has been issued by Fulton County authorizing site administrators to utilize the site.
- R. OTHER CONTRACTORS, as used herein shall mean any person, firm or corporation with whom a Contract has been made by the County for the performance of any work which is not a portion of work covered under this Contract.
- S. PERMITS, as used herein include all documents required by or granted by the permitting authorities for the jurisdiction in which the work is being performed in order to obtain approval from the authority to do the work. This includes, but is not limited to, building permits, craft permits, construction permits, and land disturbance permits.
- T. PLANS, as used herein may include scopes of work, task descriptions in Unit Price Book, drawings, specifications and other pertinent information.
- U. PROJECT COORDINATOR/PROJECT MANAGER, as used herein shall mean the individual designated by the County as being responsible for preparation and verification of individual Work Orders as well as the supervision and acceptance of all work of that specific Work Order. This Project Coordinator/Project Manager will be the FULTON COUNTY point of contact for the General Contractor.
- V. BID, as used herein refers to the General Contractor prepared document quoting a firm fixed price and schedule for the completion of a specific scope of work as requested by the Project Coordinator/Project Manager. The bid might also contain approved drawings, permits or other such documentation as the Project Coordinator/Project Manager might require for a specific Work Order.
- W. PUNCH LIST is a compilation of items which have not been completed prior to the substantial completion inspection and which have been identified by the General Contractor or the Project

- Coordinator/Project Manager in accordance with an individual Work Order or which are noted during the substantial completion inspection to be completed.
- X. PUNCHLIST INSPECTION, as used herein is defined as an inspection performed by the Project Coordinator/Project Manager to insure completion of the items noted on the Punch List. This inspection is requested in writing by the General Contractor to the Project Coordinator/Project Manager.
 - Y. SCOPE OF WORK, of this Contract shall be determined by individual work orders issued hereunder. The scope of work is the complete description of services to be provided by the General Contractor under an individual Work Order. The scope of work will include sufficient documentation for a given project. Documentation may include a narrative description of the work, partial design documents or full design documents depending on the complexity of the specific project.
 - Z. SUBCONTRACTOR or Contractor, as used herein shall be as defined as a person other than a supplier or laborer who enters into a contract with General Contractor for the performance of any part of such General Contractor's contract.
 - AA. SUB-SUBCONTRACTOR, as used herein shall be defined as a person other than a supplier or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract.
 - BB. SUBSTANTIAL COMPLETION INSPECTION, as used herein shall be defined as when the work is substantially complete enough that the owner can utilize the space for the purpose for which it was intended and Certificates of Occupancy have been granted by the appropriate permitting authorities. This includes the exterior of the facility having been graded and finishes completed. Warranties do not start at Substantial Completion they start at "Final Completion".
 - CC. SUPERINTENDENT, as used herein refers to the executive representative of the General Contractor who is present on the work site at all times during progress, authorized to receive and fulfill instructions from and communicate with the Project Coordinator/Project Manager, and capable of superintending the work efficiently. The Superintendent shall not actually perform the physical tasks involved unless otherwise waived in writing by the County. The superintendent shall not be employed by any of the subcontractors doing work at the site.
 - DD. SURETY, as used herein shall mean the firm, corporation, or individual which is bound by the Performance, Payment, and Guaranty Bond with and for the General Contractor, and which

engages to be responsible for the General Contractor's acceptable performance, payment and guaranty of the work and for payment of all debts pertaining thereto.

- EE. UNIT PRICE BOOK, for this contract is a comprehensive listing of specific construction or construction related tasks together with a specific unit of measurement and a unit price. (Also referred to as the "UPB").
- FF. UNIT PRICE, as used herein refers to the price published in the Unit Price Book for a specific construction or construction related task. The unit prices are fixed for the duration of the Contract. Each unit price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task.
- GG. WORK ORDER, as used herein refers to the obligation document under a Fast Track Project System. Each individual project to be accomplished under this contract will be through the issuance of a Work Order. The Project Coordinator/Project Manager will be responsible for the development of the Work Order as well as the supervision and acceptance of the work contained within the Work Order. The County will review the General Contractor's bid and if acceptable, shall sign the Work Order and issue a Notice to Proceed for the work described therein. Each Work Order will include a detailed scope of work, a firm fixed price bid from the General Contractor, a time duration for the completion of the work and any special conditions that might apply to that specific Work Order, such as Liquidated Damages.
- HH. WORK, includes all labor necessary to produce the construction as required by the scope of work for an individual Work Order. The word "provide" when used in this specification shall mean furnish all labor, materials, equipment, transportation, and services required for the completion of the Work Order.

2. Separate Contracts

- A. The County reserves the right to let other contracts in connection with the work involved, and the General Contractor shall cooperate with any other Contractors on the job.
- B. Each Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the General Contractor's work with theirs.
- C. If any part of a General Contractor's work depends on proper execution of results upon the work of any other separate Contractor, the Contractor affected shall inspect and promptly report to the Project Coordinator/Project Manager any apparent

discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the General Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper to receive the General Contractor's work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.

- D. Should the General Contractor delay or otherwise cause damage to the work and property of any other Contractor on the project, the General Contractor will assume the responsibility and liability for such damage, and such other Contractor may assert a claim against the General Contractor as the third party beneficiary, hereunder. The General Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration.
- E. Should the General Contractor be caused damage by any other Contractor on the work by reason of such other Contractor's failure to perform properly the Contractor's contract with the County, no action will lie against the County and the County shall have no liabilities therefore, but the General Contractor may assert a claim for damages against such other Contractor as the third party beneficiary under the contract between such other Contractor and the County.

3. Subcontractors

- A. Execution of Subcontracts: The General Contractor shall provide with each Work Order bid a list of proposed subcontractors which will be performing the work, with their business address, telephone and FAX numbers and type of work to be performed. The General Contractor shall not commit to or finalize subcontracts with any subcontractors until the County approves them and the County provides a Notice to Proceed. Fulton County reserves the right to approve and disapprove all subcontractors. Prior to receipt of a Notice to Proceed, any change in the list of subcontractors must be approved in accordance with the Procedures for Changing Listed Subcontractors. Subcontractors listed on this form shall execute the work with staff under their employ. Subcontractors may not subcontract out their portion of the work. Subcontractor's responsibility shall not be listed as General but the specific work tasks to be accomplished.
- B. Procedure for Changing Listed Subcontractors: A listed subcontractor may be changed only upon written approval of the Project Coordinator/Project Manager or Fast Track Project Manager. The request to Change shall state reasons for the request.

4. Surety Bonds

- A. The General Contractor shall bond all on going work performed under this Contract. The County may request proof from the Contractor that bonding levels have been increased if the contracted work exceeds the amount of the initial bond.
- B. GUARANTY OF FAITHFUL PERFORMANCE, PAYMENT, WORKMANSHIP AND MATERIALS AND SUCCESSFUL OPERATION - A Performance and Payment Bond meeting the standards specified herein, on the forms required in the contract documents, in an initial amount not less than \$1,500,000 will be required of the General Contractor before any work is commenced to guaranty that the General Contractor will deliver completed work orders under this Contract in strict compliance with the Contract Documents, and will pay promptly all persons supplying the General Contractor with labor or materials for the work, and guaranty all labor and materials against defects for a period of one year after completion of Work Orders under this Contract.
- C. SURETY BOND SPECIFICATIONS - (applies to Bid, Performance and Payment, Supply and Fidelity, and all other types of bonds). All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Georgia and with a surety company or corporation meeting the following specifications:
 - (1) QUALIFICATIONS - as to companies being acceptable.

The Surety(ies) shall have a minimum rating of A-. The surety companies shall be listed in the latest Federal Register of the US Department of the Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" published annually. The Contract amount shall not exceed the underwriting limitations as shown in this circular.
 - (2) LIMITATIONS - Bonding limits or Bonding Capacity refers to the limit or amount of bonds acceptable on any one risk.
 - a. The bonding limit of the Surety(ies) shall not exceed ten percent (10%) of the policyholders' surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk - penalty or amount of any one bond.
 - b. Any risk or portion of any risk which shall have been insured (in which case these minimum requirements in paragraph (1) also apply to the reinsuring carrier) and then, assuming the re-insurer is authorized or approved by the Insurance Commissioner to do such

business in this State, shall be deducted in determining the limitation of risk prescribed in this section. Evidence of the reinsurance must be attached to the Surety Bond.

- (3) REQUIREMENTS - Policy holders' surplus required to be ten (10) times amount of any one bond. The Policyholders' Surplus (capital and surplus) of a qualified surety company(ies) shall be equal to or greater than ten (10) times its bonding limit (capacity to perform) or penalty or amount it is permitted to assume on any one risk.
- (4) CO-SURETY - When two or more companies execute one bond. When a Surety Bond Company meets the qualifications as to policyholder and financial ratings, but does not have a bonding limit or capacity equal to or greater than the penalty of the bond being executed, it may submit and be joined by one or more qualified surety bond companies. In such case of co-surety, the combined capital and surplus of all the companies shall be equal to or greater than ten (10) times (1000%) the penalty or amount of the bond.
- (5) BOND - The Bid Bond (Performance and Payment) shall be executed by a Surety Bond Company(ies) meeting the qualifications set forth in subsections (1) and (2) of this Provision and whose total combined policyholders' surplus equals or exceeds ten (10) times (1000%) the amount of the bid.
- (6) ADDITIONAL BOND - It is further mutually agreed between the parties hereto that if, at any time after Performance and Payment Bond, the County shall deem the surety or sureties upon the bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, General Contractor shall at his expense, within five (5) days after the receipt of notice from the County, furnish an additional bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the County. In such event, no further payments to the General Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the County.
- (7) COMPLIANCE - The County has the right to reject the bid or annul the award in the event any the requirements outlined herein are not complied with.

- (8) GEORGIA RESIDENT AGENT - The name of the Georgia resident agent for the Surety Company shall be listed in the prescribed space on the forms provided by the County for the bid bond, the performance, and payment bond.

5. Insurance and Indemnification

Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

Each bidder should submit with the bid, proof of ability to provide insurance indicated below. Failure to provide this information may deem your bid as non-responsive. The insurance shall be for the contract period.

- A. The General Contractor shall not commence work under the operations specified in the contract until the General Contractor has, at the General Contractor's own cost and expense, procured all the insurance required under this section and such insurance has been approved by the County. The General Contractor shall not allow any subcontractor to commence work on the subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The General Contractor shall furnish the County with a certificate or certificates of insurance, prior to commencing work, with such certificates of insurance containing a provision or endorsement that the County will be given not less than thirty (30) days' written notice in the event of cancellation. The General Contractor shall provide the County with renewal or replacement certificates of insurance not less than fifteen (15) days prior to the expiration or replacement of current insurance provided, however, that there shall be no modification or change in the coverage required under this Contract and that such changes contemplated hereby are only changes of the company issuing the policy or renewal of expiring policy(ies). The acceptance by the County of certificates of insurance or other suitable evidence of the General Contractor's financial responsibility, if the General Contractor is accorded the privilege of being self-insured for certain obligations, or providing for other or different coverage than herein required to be furnished, shall in no event be deemed a waiver of any of the other provisions of this agreement. Neither approval by the County nor failure to disapprove the insurance furnished by a General Contractor or subcontractor relieves the General Contractor of the full responsibility for liability, damages and accidents.

- B. All insurance companies providing the insurance under this contract must be authorized to conduct business in the State of Georgia by the Insurance Commissioner of the State of Georgia. Such companies must have a General Policyholder's Rating of "A" or better and a Financial Rating of "VII" or better according to the latest publication of Best's Key Rating Guide, published by A.M. Best, Inc. All insurance companies are subject to approval, and may be rejected by the County without cause in the same manner that bids may be rejected.

- C. The General Contractor shall maintain during the life of this Contract, at General Contractor's cost and expense, procure and keep in force protecting the General Contractor and any subcontractor, at least the amounts of insurance coverage as outlined in the Risk Management and Insurance portion of this Invitation to Bid.
 - 1. If the contract includes construction of or additions to above-ground buildings or structures, or the installation of machinery or equipment into an existing structure, general contractor shall provide, in a policy acceptable to County, providing "all risk" (i.e. Special Form) property insurance on any construction, additions, machinery or equipment.
 - 2. The amount of the insurance shall be no less than the estimate replacement value at the time of Final Completion of such addition(s), building(s), or structure(s), machinery or equipment.
 - 3. The coverage shall not be subject to any restriction with respect to occupancy or use by the County and, subject to forty-five (45) days' prior written notice to the County, shall remain in full effect until Final Completion.
 - 4. The County shall be an insured on this policy.
 - 5. The policy shall contain a waiver of subrogation against the County and the County's members, officials, officers and employees.
 - 6. The maximum deductible shall be \$5,000 per occurrence for perils other than wind and hail. The maximum deductible for wind and hail shall be the greater of (1) \$5,000 or (2) two percent (2%) of the dollar value of the individual Work Order. General Contractor shall pay on behalf of the County or the County's officer or employee any such deductible.

The obligations of the General Contractor under this paragraph shall not extend the liability of the Project Coordinator/Project Manager, the General Contractor's agents or employees arising out of:

- 1. The preparation or approval of maps, drawings, opinions, reports, unit prices, surveys, change orders, designs or

- specifications, or
- 2. The giving of or the failure to give directions or instructions by the Architect of Record, the Architect of Record's agent or employees.

6. Hours of Work

The General Contactor shall accomplish the tasks required by the work order issued hereunder during the following scheduled times:

CURRENT HOURS WORK CAN OCCUR IF OVER 1,000 FEET FROM AN OCCUPIED RESIDENCE	CURRENT HOURS WORK CAN OCCUR IF 1,000 FEET OR LESS FROM AN OCCUPIED RESIDENCE
SUNDAYS: NONE ALLOWED	SUNDAYS: NONE ALLOWED
MONDAY THRU FRIDAY: 7:00AM – 10PM	MONDAY THRU FRIDAY: 7:30AM – 7:30PM
SATURDAYS: 8:30 AM – 6:00PM	SATURDAYS: 8:30AM – 5:00 PM

7. Indefinite Quantity Contract

- A. This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in these General Conditions.
- B. Work or performance shall be made only as authorized by work orders issued in accordance with the ordering procedures clause. The General Contractor shall furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the work orders issued as the maximum designated in the Contract.

8. Scope of Work

- A. The scope of work of this contract shall be determined by individual work orders issued hereunder. Upon receipt of a work order, the General Contractor shall provide all management, requested design, plans, construction documents, schedules, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as County furnished needed to repair, or construct real property facilities at designated county locations. The General Contractor shall provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in this contract, work orders under this contract, or incorporated by reference. The General Contractor shall also be responsible for site safety as well as site preparation and cleanup.

- B. The General Contractor's work and responsibility shall include all planning, scheduling, required design, administration, and management necessary to provide repair, construction, and related services as ordered. The work shall be conducted by the General Contractor in strict accordance with the contract and all applicable laws, regulations, codes, or directives including Federal, State of Georgia and local. The General Contractor shall insure that all work provided meets, or exceeds critical reliability rates or tolerances specified or included in applicable referenced documents.
- C. General Contractor shall perform the work such as supply, quality control, financial control, and maintain accurate and complete records and files, libraries of documents to include Federal, State, and local regulations, codes, laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the work to be performed.
- D. General Contractor shall provide related services such as preparing, submitting, and maintaining required reports, schedules, and record drawings current from activities under this contract, performing administrative work, and submitting necessary information as specified. The General Contractor shall provide: materials lists to include trade names and brand names, and model number, and ratings (if appropriate) for all materials necessary for a complete job.
- E. All work will be ordered and funded when needed in accordance with the ordering clause and procedures contained in the General Conditions.
- F. The following documents and standards shall be used in the execution of work under the contract and are considered to be part of this contract;
- (1) Fast Track Project System Technical Specifications and Design Criteria
 - a. The Technical Specifications and Design Criteria, the Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format.
 - b. The intent of the Technical Specifications is to furnish concise industry and commercial standards for maintenance or repair of County facilities. If, however, there is a conflict between Federal, State, and Local Code and the Technical Specifications, then the Federal, State and Local codes shall be the governing document.
 - c. The intent of the Design Criteria is to furnish Fulton County Building Design Standards. If, however, there is a conflict between Federal, State, and Local Code and the Technical Specifications and Design Criteria, then the

Federal, State and Local codes shall be the governing document.

- (2) Unit Price Book (UPB) contains pricing information for the work to be accomplished and for the unit of measure specified.

9. Sales Tax

- A. Attention is called to the laws of the State of Georgia providing that there shall be no exemption from sales tax for purchases made by the General Contractor or supplier.
- B. Sales tax has been included in the material component of the unit prices.

10. General Requirements

The County is responsible for all real property in Fulton County. As the responsible agent, the County controls all work performed upon real property.

A. Management:

General Contractor shall provide the construction services and management required to perform the work and meet all requirements. The General Contractor shall maintain a staff to sufficiently support Fulton County.

B. General Contractor Inspections:

General Contractor shall inspect all facilities repaired or constructed under this contract. General Contractor shall inspect to assure that all required work is accomplished as specified. General Contractor shall prepare and maintain, at a minimum, inspection files which shall reflect past and current inspection dates, results of all inspections made, corrections required, and corrections made.

C. Indefinite Work:

General Contractor shall receive requests for bids for work within the scope of this contract. General Contractor shall respond to such requests with a price bid within the timeframe specified in the Invitation to Bid for work order. This timeframe may vary depending on the complexity of the work involved, but will generally be two working days.

D. Procedures:

- 1. The County will issue individual Request for Proposal (RFP) and Detailed Scope of Work (SOW) to the General Contractor. These RFP's and SOW's will describe the work to be done and other pertinent information with regard to scheduling, submittals, drawings and project requirements.

2. The General Contractor shall prepare a detailed cost proposal based on the SOW. This cost proposal shall contain, at a minimum, a price bid, a schedule, a list of proposed subcontractors, and any other supporting documents requested in the ITB.
 - a. A project schedule may be required and if so will be specified on the ITB.
 - b. Additional Documentation to be submitted with the ITB may include, but not be limited to, drawings, calculations, catalog cuts, specifications, and architectural and engineering (A&E) renderings or stamped and sealed drawings at the discretion of the Fulton County Project Coordinator/Project Manager.
 - c. The General Contractor shall be held responsible for performing all work as stated in the ITB. It is the General Contractor's responsibility to include the necessary items in his cost proposal including notes for each item showing where each item is being used. All errors and omissions in the cost proposals are the responsibility of the General Contractor.
 - d. The cost data shall be separated as between pre-priced and non pre-priced work units or as instructed in the ITB, SOW, or as requested by the Project Coordinator/Project Manager.
 - e. The County will review the General Contractor's Cost Proposal and related submitted items and if acceptable, may issue a Notice to Proceed to the General Contractor. Should the County find the cost proposal not acceptable the County will schedule a cost proposal review meeting in which the General Contractor and Project Coordinator/Project Manager will discuss the proposal's line items and quantities to obtain agreement. The General Contractor will revise the cost proposal as agreed to in the cost proposal review meeting and resubmit to the County. The County will not review the same proposal more than 2 times unless additional scope items have been added by the County. Should any cost proposal be resubmitted with items not previously discussed in the review meeting the General Contractor will be deemed as non-responsive.
 - f. The County makes no commitment as to the award of individual work orders. All costs associated with preparing cost proposals shall be the responsibility of

the General Contractor including costs of shop drawings.

E. Non pre-priced Work Unit Requirements:

In addition to the work unit requirements in the Fast Track Project System Technical Specifications and Design Criteria, and the Unit Price Book, the County may, from time to time, require work units not contained in these documents, but within the general scope of work of these documents. The parties will negotiate these requirements in accordance with the ordering clause contained in this contract. These non pre-priced work unit requirements will be incorporated in individual work orders and the General Contractor shall accomplish those requirements with the same diligence as those work units incorporated in this contract in the unit price book and technical specifications.

F. Quality Control Program:

The General Contractor shall perform the quality control program submitted in their Bid and approved by the County and shall insure that all work and requirements of the contract are met as specified.

G. Standards:

General Contractor shall meet the standards set forth by the Technical Specifications and Design Criteria, Volume II, and all other applicable regulations, codes, directives, equipment specifications, and manufacturer's instructions and recommendations inclusive of equipment or vehicles, supplies, parts, or materials utilized to provide the required work.

H. Electrical Equipment:

All General Contractor equipment utilizing County electrical sources must meet UL standards and be compatible with existing circuits. General Contractor shall prevent operation, or attempted operation, of equipment which requires electrical power exceeding the capacity of existing circuits.

I. Material Storage:

All materials stored at work sites shall be stored in a manner that precludes any safety or health risk to the public. Hazardous materials or waste as defined by Federal Standard 313A shall be handled in accordance with Environmental Protection Agency Federal Regulations, State Department of Health, and Department of Transportation procedures.

J. Recoverable Resources:

Recovery items such as metal scrap, scrap lumber, crating materials, empty barrels, boxes, textiles and bags, waste paper,

cartons, and similar materials that retain useful, recycling, salvage or saleable value shall become the property of the General Contractor. The General Contractor shall properly recycle any such material where it is economically feasible to do so.

11. Construction Requirements

The General Contractor shall:

- A. Acquire materials and use them to create the desired finished products.
- B. Determine all materials required for each work order from plans, specifications, statements of work, instructions, etc.
- C. Consult with all interested parties at pre-construction and other conferences, necessary to resolve problems and disseminate project information.
- D. Maintain close coordination with the Fulton County Project Coordinator/Project Manager or designated representatives on matters relating to work in progress. Perform all laboratory and field tests, as directed by the County's representative, to demonstrate compliance with construction specifications at no additional cost to the County.
- E. Participate in Substantial Completion inspections with user and inspectors to identify punch list items and discrepancies prior to final inspection and completion. The General Contractor may request the County to perform a walk through inspection on each work order prior to scheduling a Substantial Completion Inspection. Walk through inspections are strictly at the request of the General Contractor and are not a formal inspection required by the County and will be performed only as assistance to the General Contractor.
- F. At the Final Inspection, be prepared to answer any questions on operations and Use of the facilities or equipment to include conducting training classes to County representatives on proper usage of such equipment or facility.

12. Professional Services

The General Contractor shall:

- A. When requested, provide all architectural/engineering/landscape/planning services as required by the County related to the proposed project. All drawings and designs shall be submitted in AutoCAD DWG or DXF format. When necessary or requested by the County, design documents, shop drawings, and "as-built" drawings will be sealed by an Architect or Engineer licensed in the state of Georgia that the drawings meet all the requirements of Local, State, and Federal regulations, codes,

and directives. The General Contractor, through its responsible design professional (design professionals are Architects and Engineers), shall also provide as necessary the executed forms, studies, and other documentation required by the codes and agencies.

- B. Ensure that all architectural and engineering services conform strictly to the guides and criteria outlined in contract specifications. In case of uncertainty of detail or procedure, the General Contractor should request additional instruction from the County. The General Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked design documents. All design work must be reviewed or approved by the County. Approval by the County does not relieve the General Contractor and his/her Architect or Engineer of responsibility for errors or omissions.
- C. Visit all sites of proposed work, making the measurements necessary to delineate the extent, character, and type of work required at the project sites.
- D. As part of the General Contractor's Adjustment Factor, the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work by the General Contractor, shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in the State of Georgia.

13. Ordering Procedures

- A. As the need exists for performance under the terms of this contract, the County will notify the General Contractor of an existing requirement by issuing an Invitation to Joint Scope and, if necessary, a Preliminary Scope of Work. These documents provide, at a minimum, the project number and project title.
- B. Upon receipt of this notification, the General Contractor shall respond to the needs of the County by:
 - (1) Establishing verbal contact with the County to further define the scope of the requirement, and
 - (2) Schedule the architect or engineer to meet with the County and Contractor at the site if instructed on the Invitation to Joint Scope.
 - (3) Visiting the proposed work site in the company of a County representative, and participating in a joint scope site visit which includes discussion and establishment of the following:
 - (a) Existing site conditions
 - (b) Methods and alternatives for accomplishing work

- (c) Definition and refinement of requirements
 - (d) Detailed scope of work
 - (e) Requirements for plans, sketches, shop drawing, etc.
 - (f) Tentative construction schedule
 - (g) Preliminary quantity estimates
 - (h) Bid due date
- (4) The County representative will take notes during the meeting and formalize those notes in a Joint Scope Memorandum which will be provided to the General Contractor. The County representative will also provide a Revised Detailed Scope of Work to the General Contractor.
- C. During the joint scope meeting, it may be determined that architectural or engineering services will be required for the work order, in which the contractor will complete the design and obtain approve from the Counties representative before a Request for Proposal is issued by the County. If it is determined that there is no requirement for architectural or engineering design then a Request for Proposal will be issued immediately after the Joint Scope Meeting to the General Contractor by the County Representative which requires that the General Contractor prepare a proposal for the work under consideration.
- D. The General Contractor will prepare the proposal based on the Request for Proposal and Detailed Scope of Work in accordance with Pre-priced Work Requirements (line items within the UPB) or Non Pre-priced Work Requirements.

14. Pre-priced work requirements.

Pre-priced work requirements will identify the type and number of work units required from the Unit Price Book. The price per unit set forth in the Unit Price Book shall serve as the base price for the purpose of the operation of this provision. The General Contractor's bid shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the bid may include, but not be limited to, drawings, calculations, catalog cuts, specifications, and architectural renderings. Assembly tasks shall be used from the UPB in lieu of individual tasks when available and appropriate for the work.

15. Non Pre-priced Work Requirements.

- A. Units of work not included in the Unit Price Book but within the general scope and intent of this contract may be negotiated into this

contract as needs arise. Such work requirements shall be incorporated into and made a part of this contract for the work order to which they pertain, and may be incorporated into the Unit Price Book if determined appropriate by the County at the base price determined in this Article. Non pre-priced work requirements shall be separately identified and submitted in the work order. Information submitted in support of non pre-priced work shall include, but not be limited to; the following (see Non Pre-priced Task Submittal Form for a clearer understanding):

1. Complete specifications and technical data, including work unit content, support drawings, work unit costs data, quality control and inspection requirements.
 - a) Work schedule
 - b) Pricing data submitted in support of non pre-priced work units shall include a cost or price analysis report, establishing; the basis for selecting the approach proposed to accomplish the requirements. The price analysis report shall contain as a minimum:
 - c) General Contractor performed tasks:
 1. Three (3) quotes, on the material suppliers' original letterhead (no photocopies), for the material required on the task. This shall indicate material price only and signature of supplier.
 2. The crew required to accomplish the work with appropriate wage classifications and amounts for each trade listed in the crew.
 3. The equipment required to accomplish the work with three (3) quotes, on the equipment suppliers' original letterhead (no photocopies), for the rental price of the equipment. The quote must include Hourly, Daily, Weekly and Monthly rates on all three quotes with signature.
 - d) Subcontractor performed tasks:
 1. Subcontractor quotes from three subcontractors on the subcontractor's original letterhead with original signature.
 2. The estimated time to accomplish the task.
 - e) Final Price: For Work performed with the General Contractor's own forces:

- A = Direct Labor/Crew Cost (Up through the foreman level per Prevailing wage rates)
- B = Direct Material Costs (Supported by quotes on original letterhead from Material supplier)
- C = Direct Equipment Costs (Supported by quotes on original letterhead from Equipment Rental/Supplier)
- D = Fringe Benefit Allowance = $A \times 25\%$
- E = Allowable Mark-up = $(A+B+C) \times 10\%$
- F = Total Price of Non-Pre-priced Item Performed with General Contractor's own forces = $A + B + C + D + E$

- f) Final Price: For Work Performed by Subcontractors:
 - G = Subcontractor Costs (Supported by quotes on original letterhead from subcontractor)
 - H = Subcontractor Allowance = $G \times 10\%$
 - I = Total Price of Non-Pre-priced Items performed by subcontractor = $G + H$
- g) Following approval by the County on a Non-pre-priced tem and unit price, the Non-Pre-priced item unit price will be entered into the computer database.
- h) The total extended price for the Non-pre-priced work items will be determined by multiplying the unit price by the number of work units required.

The cost bid firm/fixed price amount will be determined by multiplying the total extended base price by an adjustment factor of 1.000.
- i) In the case where there is a pre-priced task in the UPB with equal or greater specification and equal or lower unit price with the appropriate factor being applied than the non-pre-priced task being proposed, the pre-priced task from the UPB shall be used.

- B. The General Contractor's proposal shall be submitted in accordance with the date indicated on the ITB. The time allowed for preparation of General Contractor's proposal will depend on the complexity and urgency of the Work Order. On complex Work Orders, such as Work Orders requiring engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents and the proposal and so reflected in the due date entered on the ITB. In emergency work situations and minor

maintenance and repair Work Orders requiring immediate completion, the General Contractor's bid may be required quickly and the due date will be so indicated on the ITB.

- C. Each work order shall state the agreed upon requirements and fixed price of performance, the schedule for the work including mobilization, permitting and close-out documents, and shall cite the funds allotted for payment of the work ordered and the item number, description, quantity, unit price and extended price (i.e. unit price times number of units) separated between pre-priced and non pre-priced units and separated between regular and overtime efforts; applicable adjustment factors, and totaled to include the firm-fixed price for the order. All clauses of this contract shall be applicable to any work orders issued under this clause. Work orders will be accomplished on an appropriate form which the General Contractor shall sign a copy of evidencing acceptance of the order.
- D. The bid package must include the name of the superintendent (General Contractor's employee) responsible for the project and any written clarification of means and methods when requested.
- E. The bid package must contain a list of subcontractors proposed for the project with complete company name, address, and telephone numbers (FAX and Voice).
- F. The County reserves the right to reject a General Contractor's proposal based on unjustifiable quantities, prices, performance periods, inadequate documentation, or other inconsistencies on the General Contractor's part. The County also reserves the right to not award a Work Order if County's requirement is no longer valid. In these instances, the General Contractor has no right of claim to recoup proposal expenses. The County may pursue continuing valid requirements where agreement was not reached with the General Contractor by other means.
- G. By submitting a signed proposal to the County Project Coordinator/Project Manager, the General Contractor is agreeing to accomplish the work outlined in the proposal and Detailed Scope of Work for that particular Work Order. It is the General Contractor's responsibility to include the necessary construction tasks in the bid prior to issuing it to the County Project Coordinator/Project Manager. Errors and omissions in the bid shall be the responsibility of the General Contractor.

16. Inspection of the Site

- A. The General Contractor is required to inspect the site of the work of each work order and to examine and become familiar with the scope of work, plans, specifications and all other contract documents pertaining to the proposed work. The submission of a bid shall be sufficient to establish the presumption that the General Contractor has investigated the site of the work and is satisfied as

to all reasonable conditions to be encountered, quantity and quality of the work to be performed and materials furnished in the completion thereof.

- B. Unless otherwise directed, the County will furnish subsurface information through the use of borings. If, in the course of the work, subsurface conditions vary materially from the record indicated by the borings, the General Contractor shall give immediate notification, in writing, of such variation to the County Project Coordinator/Project Manager, and the contract price shall be adjusted by unit prices established in the bid or agreement, as appropriate.
- C. The General Contractor is required to examine and be familiar with existing contracts and work being constructed.

17. Measurements to be verified

Before submitting a proposal or ordering any material or doing any work, the General Contractor shall verify all measurements at the site of a specific work order, and shall be responsible for the correctness of same. No extra charge or compensation will be allowed because of difference between actual dimensions and the measurements indicated in the proposal or Scope of Work.

18. Caution to General Contractors

The General Contractor is cautioned in regard to proposals for work orders to be issued hereunder that when the word approximate is used in conjunction with measurements, quantities, dimensions, etc., it is General Contractors' responsibility to verify any and all such items prior to submission of the proposal. General Contractors are also cautioned that any work order awarded is for all services or work, as necessary, to repair, and construct the facilities covered by the contract in accordance with all contract terms and conditions. It shall also be the duty and responsibility of the General Contractor to manage, and conduct the required work in the most effective and efficient manner possible and meet or exceed minimum critical rates or standards. In addition the General Contractor is cautioned that no claims for additional moneys will be entertained when such claim is based upon a contention the contract fails to mention a specific item or component of facility covered by contract and the work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls and are shown on plots or maps provided. As culverts are a normal component of the system, the General Contractor shall be responsible for providing all necessary repair, or replacement work or service.

19. Scheduling Work

As part of the required scope validation site visit and conference, the General Contactor and the County will agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment;

work of materials and use of approaches; use of corridors, stairways, elevators, and means of communications and the location of partitions, eating spaces, and restrooms for the General Contractor's employees. The General Contractor will be responsible for taking these factors into consideration when developing his bid and schedule.

20. Surveys and Permits

- A. Unless otherwise directed, the County will furnish all initial topographical surveys as to lot lines, property lines and area; all other surveys or layouts are the responsibility of General Contractor. The General Contractor shall be compensated, using the Unit Price Book, for surveys when The County specifically requests them.
- B. Permits and licenses necessary to commence and prosecute the work to completion shall be procured and paid for by the General Contractor as part of General Contractor's price Factor. The General Contractor shall provide evidence of application or receipt of a permit upon request by the County and if a permit is found not warranted the General Contractor should also provide evidence upon the Counties request.
- C. All easements and rights-of-way will be procured and paid for by the County unless otherwise specifically provided in the Contract and Contract Documents.

21. Pre-Construction Conference

Before the issuance of the first work order under the contract, a conference will be conducted by the County to acquaint the General Contractor with County policies and procedures that are to be observed during the prosecution of the work and to develop a mutual understanding relative to the administration of the contract.

22. Site Preparation and Cleanup

The General Contractor shall:

- A. Coordinate with the County on a sequence of procedures for gaining access to the premises, space for storage of materials and equipment, work of materials, use of approaches, corridors, stairways, and similar features of a structure. This coordination is required prior to commencement of work at a time directed by the County.
- B. Move the furniture and portable office equipment in the immediate work area to a designated location prior to start of work, and replace these items to their original location upon completion of the work. The General Contractor will be liable for damages incurred while moving furniture and equipment, and be responsible for contacting appropriate agencies for movement of vending machines. If the work required by the work order will not allow

furniture and portable office equipment to be replaced to its original positions, the County will be notified and new locations will be designated by the County for replacement of the furniture and equipment by the General Contractor.

- C. Work of materials and equipment and accomplishment of work shall be made with a minimum of interference to operations and personnel.
- D. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas. Work shall be completed in the section before work in other sections or divisions are started.
- E. Perform clean up and site restoration prior to final walk-through inspection. All projects delivered in a clean, orderly and usable condition.
- F. All materials removed from the site shall be properly recycled to the maximum extent practical.

23. Changes in the Work

- A. The County, without invalidating the Contract, may order changes in the work by altering, adding to or deducting from the work, the work order sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract.
- B. No changes shall be made unless in pursuance of a written order from the County, signed or countersigned by the County Project Coordinator/Project Manager, or written order from the County Project Coordinator/Project Manager stating that the County has authorized the extra work or change, and no claim for an addition to the contract sum shall be valid unless so ordered.

24. Inspection of Work

- A. The County reserves the right to use various methods such as special inspections or testing to assure General Contractor compliance with all terms and conditions of the contract.
- B. Notice of Substantial Completion of Work Order. The General Contractor shall notify the County in writing of the date the work will be substantially complete and ready for inspection.
- C. Notice of Final Completion of Work Order. The General Contractor shall notify the County upon completion of each individual work order.

25. Correction of Work and Guarantee

The General Contractor shall guarantee the work and shall remedy any defects due to faulty materials or workmanship which appear within one (1) year from the date of completion unless otherwise stated in the warranty for the work. Neither the final certificate of payment nor any provision in the Contract Documents shall relieve the General Contractor of the responsibility for negligence, defects of manufacture, faulty materials and/or workmanship within extent and period

provided by law, and upon written notice, the General Contractor shall remedy any defects and pay all expenses for any damage to other work resulting from the negligence or defect. The warranty period begins on the date of substantial completion and acceptance by Fulton County.

26. Payments

- A. The General Contractor must certify by letter, when requesting full payment, that:
 - 1. The amounts requested are only for performance in accordance with the specifications, terms and conditions of the subject contract; and
 - 2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub-contract agreements.
- B. The General Contractor must certify by letter, when requesting partial payment, that:
 - 1. The amounts requested are only for performance in accordance with the specifications, terms and conditions of the subject contract.
 - 2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with sub-contract agreements.
 - 3. This request for progress payments does not include any amounts which the prime General Contractor intends to withhold or retain from a subcontractor or supplier except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.
- C. The General Contractor must submit the following AIA documents when requesting final payments.
 - 1. Certificate of Substantial Completion (AIA G704) (Final Payment Only)
 - 2. General Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
 - 3. General Contractor's Release of Liens (AIA G706A)
 - 4. Five (5) copies of warranties.
- D. Requests for payment must be submitted to the County Project Coordinator/Project Manager for inspected and approved work. If an individual Work Order is scheduled for 45 days or less for completion, the County will make one payment to the General Contractor after final completion and acceptance of all work contained under the Work Order. For Work Orders scheduled for greater than 45 days performance period, the County will consider

a request for partial payments to the General Contractor at no less than 30-day increments. The General Contractor shall submit to the Fulton County Project Coordinator/Project Manager three (3) copies of the pay request on a form approved by the County and a subcontractor Payment Report to the Project Coordinator/Project Manager.

- E. When partial payments are made under this Contract, Ten Percent (10%) of each requested and approved payment will be retained. The retainage will be released upon final completion and approval of the Work Order by the County Project Coordinator/Project Manager as requested by the Contractor. The County reserves the right to stop retainage on Work Orders that are 1) in amounts over \$300,000, 2) when 50% of the Work Order contract amount has been achieved, and, 3) no adverse performance by the contractor has been documented.
- F. In work orders where certified payrolls are required to be submitted by the General Contractor, each request for payment shall be accompanied by all certified payroll documentation for the work contained in the payment request. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, Itemized deductions made and actual wages paid.

27. Payments to Subcontractors

The General Contractor must pay all subcontractors and suppliers within seven (7) calendar days of acceptance of that portion of the work by Fulton County. The County reserves the right to require the General Contractor at any time the County deems necessary to provide notarized signed documents from each subcontractor for each work order that the subcontractor has been paid in full. These statements are in addition to the AIA forms submitted at Close out of each work order.

28. Laws, Codes and Regulations to Be Observed

- A. The General Contractor shall become familiar and comply with all Federal, State, County and City laws, ordinances or regulations controlling the action or operation of those engaged in the work, or affecting materials used, and operate in accordance therewith.
- B. In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The General Contractor, in making a bid, agrees that the requirements of such ordinances will be as carefully adhered to as if they were specifically set forth in the specifications.
- C. The General Contractor shall hold harmless the County and all of its officers, agents and servants against any claims or liability

arising from, or based upon the violation of such laws, by-laws, ordinances, regulations, orders or decrees, whether by the General Contractor or the General Contractor's employees, except where the instance of violation is constructed in accordance with the specifications.

29. Discrepancies, Interpretations and Omissions

Should the General Contractor find any discrepancy, omission, violation of applicable codes, or be in doubt as to the meaning of the Contract Documents, the General Contractor shall stop work in progress, if that work is affected by the particular discrepancy, omission or interpretation needed, and consult the County Project Coordinator/Project Manager. The General Contractor shall be held responsible for any loss or damage where there is a doubt as to what is required when proceeding with the work without consulting the County Project Coordinator/Project Manager.

30. Delays and Extensions

- A. If the General Contractor is delayed at any time in the progress of the work on any individual work order, for the causes or reasons listed below, provided that the cause or reason is beyond the General Contractor's control and that the General Contractor or their subcontractor(s) is not a party to such cause or reason, the contract time for that specific work order shall be extended for such reasonable time as the County may approve. To be granted a time extension, the General Contractor must show how the progress of the work was delayed by such cause or reason, and that such delay has affected without question the completion of the work.
- B. The following are acceptable reasons for delay:
 - 1. Act of neglect of the County, or County's representative.
 - 2. Separate Contractor(s) employed by the County, including labor strikes against said Contractor(s), and provided that said strike delays this General Contractor.
 - 3. Changes ordered in the work.
 - 4. Act or regulation of government agencies.
 - 5. Labor strike against the General Contractor or any of the subcontractors.
 - 6. Fire, tornado, cyclone, hurricane, earthquake, epidemics or other similar catastrophes.
 - 7. When subsurface conditions vary materially from subsurface information during the development of the scope of work.
 - 8. War, insurrection, riot or civil commotion.
 - 9. Jurisdictional dispute, provided that the General Contractor

- has, within a reasonable time, referred the dispute for adjudication.
- C. Should the General Contractor contend that the progress of the work is delayed for any of the above reasons; the General Contractor shall notify the County Project Coordinator/Project Manager in writing within three (3) calendar days after the occurrence of the cause of the delay.
 - D. The General Contractor shall, regardless of the cause or reason of delay, continue to prosecute all work not directly affected by said cause or reason for delay and with respect to such portion(s) of the work affected, and shall take all reasonable measures to minimize the effect of said cause of delay.
 - E. The General Contractor shall submit a written request for extension of time within five (5) calendar days after the delay has ceased to exist. The request shall precisely and exactly state which portion(s) of the work was delayed and the number of calendar days that the total project was delayed. It shall describe in detail the cause(s) and reason(s) for the delay and shall include exhibits as backup and proof of the cause(s) and reason(s). Such a request shall show how the delay directly affects the completion of the work.
 - F. The foregoing provisions shall be strictly adhered to and, if the General Contractor fails to comply, the General Contractor shall be deemed to have waived the claim. A waiver may be granted by the County for extenuating circumstances.
 - G. Only the portion of the delay actually affecting the completion of the work (critical path) will be considered as a legitimate time extension.
 - H. No damages or claims for additional overhead, etc. shall accrue to the General Contractor for a delay. The provisions of this Contract concerning delays shall provide solely for extension of time for the acceptance of the project.
 - I. Completion time shall not be extended for normal bad weather. The following normal bad weather days per month shall be anticipated and included in the General Contractor's time period given for project completion for each work order with exterior work. The contractor's request for additional time shall only be granted for days beyond those listed below for which work was actually significantly impeded or precluded by bad weather. The burden of proof and documentation for such request for additional time beyond the days shown below rests solely with the General Contractor. Documentation must clearly show the additional weather days are historically unique to the area. No change in

Contract Sum will be granted by the County for adjustments to the Project Schedule Time due to weather.

January	10 days	July	4 days
February	10 days	August	2 days
March	7 days	September	2 days
April	6 days	October	2 days
May	4 days	November	5 days
June	3 days	December	9 days

- J. Requests for time extensions for delays due to severe weather shall be considered only for exterior work.
- K. Only those days lost in excess of the cumulative allowable number of bad weather calendar days, according to the schedule above will be considered. The contractor is warned that he is responsible to include the number of days listed above in each work order's schedule prior to submitting the schedule to the County. All work order schedules submitted by the General Contractor that fail to include the appropriate number of days listed above when exterior work is part of the Detailed Scope of Work will not be granted an extension for the missing days.

31. Failure to Complete Work

- A. Timely completion of work orders issued under this Contract is of the essence. The General Contractor shall be notified if Liquidated Damages will be applied on a work order in the ITB. Should the General Contractor fail to complete the work specified in the work order and provided the General Contractor has not previously obtained an extension of time from the County, a sum appropriate with the following schedule may be deducted from the final work order as liquidated damages.

SCHEDULE FOR LIQUIDATED DAMAGES

Work Order Price	Liquidated Damages per Day
Up to \$100,000	\$100.00 plus 0.20% of work order price
\$100,000 to \$500,000	\$150.00 plus 0.07% of all over 100,000
\$500,000 and over	\$430.00 plus 0.05% of all over 500,000

- B. Nothing in this article shall be construed as limiting the right of the County to proceed under Article 4 of the Contract Agreement.
- C. General Contractor consents and agrees that it is not necessary for the County to prove monetary loss.

32. Disruption of County Scheduled Activities

The General Contractor shall not cause any disruption to a County Scheduled activity. Construction will be coordinated with the County and will be accomplished in accordance with the schedule set forth in work orders issued hereunder. Schedule revisions shall be made known to the County on a timely basis.

33. Trucking

The General Contractor shall require that all trucks entering or leaving the project sites with loose materials be loaded and covered in a manner that will prevent dropping of materials on streets while in transit. Suitable tarpaulins shall be placed over the loads for materials subject to blowing.

34. Toilet Facilities

General Contractor's personnel will normally be permitted to use toilet facilities on premises subject to regulation and control of the County. In the event work is in a remote area or that toilet facilities are not available, adequate and suitable temporary facilities shall be provided by the General Contractor. The General Contractor shall leave the County's toilet facilities thoroughly clean at the end of each workday and shall provide for weekly servicing to the General Contractor's temporary toilet facilities.

35. Elevators

- A. Any temporary use of existing elevators shall be by arrangement with the County. Such use will be of an intermittent nature. The General Contractor shall provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the periods of temporary use. Elevators shall not be loaded in excess of the rated capacity of the elevator.
- B. The County will bear the cost of electrical current for such temporary existing elevator usage. On completion of the work, the General Contractor shall remove the protective coverings together with any resultant dirt and debris.

36. Utilities

Utilities, such as electrical, water, sewage, etc., shall be provided by the County. Based on work order requirements the General Contractor may be required to pay for these services at current rates. The County will identify service tie-in points but connections to these tie-in points shall be the responsibility of the General Contractor. The County shall not be liable for any claims for costs associated with temporary outages or unavailability of these utilities.

37. Supervision

- A. Project Manager: It is understood that the Project Manager's responsibilities are critical to successful operations between the County and the Contractor; therefore, the Contractor shall keep on the project during its progress, the assigned Project Manager and any assistance to the satisfaction of the County. Should the Project Manager be replaced, the Contractor shall furnish to the County, the documentation as outlined in the original ITB submission, Responsiveness regarding personnel experience.
- B. Superintendent: The General Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistance, to the satisfaction of the County Project Coordinator/Project Manager. The superintendent shall not be changed except with the consent of the County Project Coordinator/Project Manager or unless the superintendent proves to be unsatisfactory to the General Contractor and ceases to be in the General Contractor's employment. The Contractor shall replace the Superintendent within ten (10) working days of removal and so notify the County. The superintendent shall represent the General Contractor in the General Contractor's absence and all directions given the superintendent shall be as binding as if given to the General Contractor. The superintendent shall be under the direct employment of the General Contractor. In the event that the General Contractor fails to provide acceptable supervision, the County may terminate General Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

38. Project Coordinator's/Project Manager's Decisions

- A. It shall be the duty of the Project Coordinator/Project Manager, within a reasonable time and as promptly as possible, to make and render decisions in the interpretation of the specifications, the drawings, and other Contract Documents. The Project Coordinator/Project Manager's decision shall be final.
- B. In the event that the General Contractor disagrees with the decision of the Project Coordinator/Project Manager, the General Contractor shall immediately notify the County in writing through the Project Coordinator/Project Manager, setting forth the reasons and objections for such decisions.

39. Access to Buildings

- A. It shall be the General Contractors responsibility, through the Project Coordinator/Project Manager and appropriate building superintendent, to obtain access to buildings and facilities and

arrange for the buildings to be opened and closed. It shall be the General Contractor's responsibility to arrange for adequate security of the building(s) at the end of each workday and on weekends.

- B. It is the responsibility of the General Contractor to prohibit the opening of locked areas by the General Contractor's employees to permit the entrance of persons other than the General Contractor's employees engaged in the performance of assigned work in those areas.
- C. Provisions associated with this clause may be applied at the subcontractor level when authorized by the Project Coordinator/Project Manager.

40. Regulations

The site of the contract work is on County property and all rules and regulations issued covering fire, safety, sanitation, severe weather conditions, admission to buildings, conduct of operations, etc., shall be observed by the General Contractor, General Contractor's employees, and subcontractors. The regulations include:

A. Fire Prevention.

General Contractor's and subcontractor's employees shall be cognizant of, and shall comply with, all requirements for handling and storing combustible supplies and materials, daily disposal of combustible waste, trash, etc., in accordance with National Fire Code and National Council of Fire Underwriters. The General Contractor will require employees to become familiar with methods of activating building fire alarms.

B. Safety

All rules of safety which are or may be imposed upon the General Contractor by Federal, State, or local code or regulation shall be effectively carried out in the performance of the work set forth herein. General Contractor shall take proper safety and health precautions to protect the work, the General Contractor's employees, the public and the property of others.

C. Sanitation

The General Contractor is responsible for and shall maintain all areas used by the General Contractor in performance of the contract in a clean, neat, orderly, sanitary, and safe condition. The premises shall be kept free from accumulation of waste material and rubbish resulting from work at all times. Combustible materials shall be removed daily.

D. Conduct

The General Contractor and General Contractor's employees shall be subject to the same general rules of conduct while on County property that apply to County employees. The County reserves the right to refuse access to any General Contractor's employee if the County determines it to be in the best interests of the County.

41. General Contractor Liable and Responsible to County

- A. The General Contractor shall be held liable by the County for the performance of all the work provided for under this Contract. These specifications make no attempt to fix the scope of the work of the subcontractors or the responsibility of any such subcontractors, it being understood that the General Contractor shall fix the scope of all work and responsibilities of the subcontractors.
- B. Any disputes which may arise in this connection between the General Contractor and any subcontractor must be settled between the parties concerned. The County and the Project Coordinator/Project Manager will not undertake or be in any way responsible for the settlement of such disputes.

42. Environmental Protection

- A. The General Contractor shall be responsible to protect the environment of work areas as affected by this Contract. General Contractor shall be responsible for the proper disposal of all solid, liquid, and gaseous contaminants and refuse in accordance with all federal, state, local codes and regulations.
- B. All chutes for refuse, and the like shall be covered or of such a design to fully confine the material to prevent the dissemination of dust.

43. Protection of Work and Property

- A. The General Contractor shall continuously maintain adequate protection of all the General Contractor's work from damage, and shall protect the County's property from injury or loss arising in connection with this Contract. The General Contractor shall make good any such damage, injury or loss, except as may be directly due to or caused by agents or employees of the County.
- B. The General Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- C. The General Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection and security required by public authorities or local conditions.
- D. In an emergency affecting the safety of life, of the work, or of adjoining property of County, the General Contractor, without special instructions or authorization from the Project

Coordinator/Project Manager or County, is hereby permitted to act in at the General Contractor's discretion to prevent such threatened loss or injury.

- E. Any compensation claimed by the General Contractor on account of emergency work as set forth in D above shall be determined by agreement of the County and the General Contractor.
- F. The General Contractor shall carefully protect all trees, shrubs, and hedges, not specified as being removed, from injury during building work and pay for damages to same resulting from insufficient or improper protection.
- G. The General Contractor shall send proper notice, make all necessary arrangements and perform all other services required for the care, protection and maintenance of all public utilities, including mail boxes, fire hydrants, power and telephone poles and wires, and all other items of this character on or around the building site.
- H. Building materials, General Contractor's equipment, and other supplies necessary to the project may be stored on the premises with approval of the Project Coordinator/Project Manager. This shall in no manner relieve the General Contractor from full responsibility for such materials.
- I. Where materials are not sold or furnished in packages or containers, the General Contractor, when requested by the Project Coordinator/Project Manager, shall obtain invoices from the manufacturer or its agents covering such materials showing the name and brand of the materials furnished, which invoices must be furnished to the Project Coordinator/Project Manager.
- J. In the event of accidental damage to or disruption of any of the County's equipment, utilities, or facilities by the General Contractor or any of the subcontractors, or when life or property are endangered, the General Contractor shall immediately take all necessary steps to replace/repair all pieces/parts of any damaged equipment/materials, make all necessary repairs and restore all services to normal. Further, the General Contractor shall engage any and all required additional subcontractors, labor, individuals or other outside services, deemed necessary by the Project Coordinator/Project Manager, to operate on a continuous, "around-the-clock" basis until all restoration is complete. Also, the General Contractor shall provide and install all required materials and equipment.
- K. All costs involved in making repairs and restoring disrupted services to normal shall be borne by the General Contractor.

44. Project Site Storage

The General Contractor shall store all supplies and equipment on project site(s) so as to preclude mechanical and climatic damage and maintain project sites in a neat and orderly manner at all times.

45. Site Protection

- A. The General Contractor shall provide adequate climatic protection for the exposed part of buildings wherever work under this contract is performed.
- B. The General Contractor shall cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. This includes equipment that is removed in the performance of work orders where directed for reuse in work as required by drawings and specifications. Equipment temporarily removed that is in good operating condition at the time of removal shall be protected, cleaned and replaced equal to or better than its condition prior to its removal. Security for equipment or material that is to be reused and is removed for temporary storage at the work site shall be the sole responsibility of the General Contractor. If the General Contractor considers the equipment to be at risk after removal, arrangements shall be made with the County for County storage while removed. Transportation to and from the County storage site shall be provided for and at the General Contractor's risk and expense. The General Contractor shall remain responsible for continued suitability for reuse of any equipment so stored by the County.

46. Noise Control/Abatement

- A. The General Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations relative to noise control.
- B. The General Contractor shall comply with all Federal State, and local laws, regulations, and standards regarding environmental pollution. All environmental protection matter shall be coordinated through the County.

47. Safety and Health**A. General**

Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only:

1. Code of Federal Regulations (CFR);
2. OSHA General Industry Safety and Health Standards (29

- CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402;
3. National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61);
 4. Federal Standard (Fed. Std.); and
 5. 313A Material Safety Data Sheets, Preparation and the Submission of.
- B. Work covered by this section: This section is applicable to all work covered by this contract.
- C. Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, lead, radon and radioactive material, but may include others. The most likely products to contain asbestos are spray-on fireproofing, insulation, boiler lagging, and pipe covering.
- D. The County reserves the right to halt work on any project where hazardous materials are suspected to be present. This stoppage will allow for proper testing and the development of a corrective action plan.
- E. Asbestos
1. THE GENERAL CONTRACTOR IS WARNED THAT EXPOSURE TO AIRBORNE ASBESTOS HAS BEEN ASSOCIATED WITH FOUR DISEASES: LUNG CANCER, CERTAIN GASTROINTESTINAL CANCERS, PLEURAL OR PERITONEAL MESOTHELIOMA AND ASBESTOSIS. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
 2. The General Contractor is advised that friable and/or non-friable asbestos containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that

hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

3. Care must be taken to avoid releasing or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures, and other measures that must be taken when working with or around asbestos-containing materials. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
 4. Friable asbestos containing materials are not permitted by current criteria and shall not be used in new construction or modification projects (ETL 1110-1- 118, 27 May 1983). Plans and specifications for all new construction and modification projects will be reviewed to ensure that the use of friable and non-friable asbestos-containing materials is not called for.
 5. Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001), EPA (40 CFR 61.140-156) and DA Circular 40-834, as applicable, shall be strictly adhered to.
- F. Petroleum Based Paints, Solvents, and Cleaners
1. The use of sealers, cleaners, paints, etc. containing petroleum distillates is discouraged and are approved only when no other suitable alternative is available.
 2. The Project Coordinator/Project Manager or custodial

supervisor will review with the General Contractor's representative, a complete list of all sealers, cleaners, paints, etc. that are to be used during the contract.

3. The General Contractor will submit a written request for all petroleum-based products to be used. The request will indicate the amount to be used, labels of the products to be used, MSDS Sheets, time of day/week when the products will be applied, and how the area will be ventilated.
4. The Project Coordinator/Project Manager or supervisor will approve all requests.

If questions exist on the safe use and application of the substance as outlined by the General Contractor, an engineering testing lab under contract with General Services will be consulted.

5. The Project Coordinator/Project Manager or supervisor will assess whether or not concurrent air sampling by an engineering testing lab is justified.
6. Use of such materials by in-house personnel is also discouraged. All use of sealers, cleaners, paints, etc., containing petroleum distillates by in-house personnel will be approved by the appropriate section chief. The section chief will review application procedures, and if appropriate, schedule completion of the work on overtime/weekends.

48. Energy Conservation

The General Contractor shall comply with energy conservation plans, and promote efficient use of all energy. In addition, the General Contractor shall;

- A. Use lights only in areas where work is actually being performed.
- B. Turn off faucets, valves, and equipment after required usage has been accomplished.
- C. Not use County telephones for personal reasons nor make any toll or long-distance calls.

49. Salvage and Salvage Disposal

- A. The material and equipment which are removed or disconnected and, in the opinion of the County, are of value, but are not specified for reuse, shall remain the property of the County. The County representative shall be informed of the presence of the property and disposition instructions shall be requested.
- B. Debris, rubbish, hazardous waste, and non-usable material resulting from the work under this contract to which the County

does not claim a further interest as a result of the preceding paragraph, shall be disposed of by the General Contractor at a location off County property. Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and state and local regulations. The contract adjustment factor includes the cost of all clean-up, including final cleanup on each individual work order. The General Contractor shall be compensated for disposal and disposal fees with tasks from the Unit Price Book.

50. Worker Experience

For both direct and subcontract work performance, the General Contractor shall be responsible for and shall insure that no critical facility or utility equipment (plant type equipment) construction or repair work is performed by personnel with an experience level less than journeyman. However, personnel with lesser experience may serve as a helper. In all instances, for any work performed under contract, personnel who have an experience level below journeyman shall be under the immediate supervision of a person with experience level at or above journeyman as appropriate to the occasion. The General Contractor shall assure that a journeyman, foreperson, master, etc., as appropriate, performs or supervises all required work or service.

51. Work by the County

The County reserves the right to undertake performance by other Contractors or County forces for the same type or similar work as provided for hereunder, as the County deems necessary or desirable, and to do so will not breach or otherwise violate this contract. The specific scope of work contracted for hereunder shall be defined by the individual work order issued.

52. Materials and Workmanship

- A. All labor and work described in these specifications or shown on contract documents shall be executed in a thoroughly substantial and workmanlike manner. All materials, fixtures and apparatus shall be first class in every respect, and shall be delivered to the site of the building and installed in a workmanlike and undamaged condition, without exception.
- B. The General Contractor shall be responsible for the proper care and protection of all materials, equipment, and other supplies delivered to the site.

53. County-Furnished Equipment/Materials

- A. From time to time the County may elect to supply its own materials and/or equipment for a specific project. In those cases the General Contractor shall provide transportation of any County furnished equipment/materials included on the work order. The equipment/materials will be transported from the County storage

area to the work site indicated on the work order. The General Contractor assumes the risk and responsibility for the loss or damage to County-furnished property. The General Contractor shall follow the instructions of the County's representative regarding the disposition of all County-furnished property not consumed in performance of a work order.

- B. The unit price book included in this contract was developed on the basis that the General Contractor would furnish all labor, equipment and materials to accomplish the requirements of the contract. It is agreed between the parties that from time to time, it may be advantageous for the County to furnish labor, equipment and/or materials for an individual job order. In such event, it is agreed that the labor, equipment and/or material costs as identified in the UPB unit price will be deleted from the unit price.

54. Shop Drawings and Submittals

- A. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data that are prepared by the General Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
- B. Samples are physical examples furnished by the General Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- C. The General Contractor shall review, approve and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other Contractor, all Shop Drawings and Samples required by the Contract Documents. Shop Drawings and Samples shall be properly identified as specified, or as the Project Coordinator/Project Manager may require. At the time of submission, the General Contractor shall inform the Project Coordinator/Project Manager in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.
- D. By approving and submitting Shop Drawings and Samples, the General Contractor thereby represents that the General Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that the General Contractor has checked and coordinated each Shop Drawing and Sample with the requirements of the work and of the Contract Documents.
- E. The Project Coordinator/Project Manager will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the work order and with the information given in the Contract

Documents. The Project Coordinator/Project Manager's approval of a separate item shall not indicate approval of an assembly in which the item functions.

- F. The General Contractor shall make any corrections required by the Project Coordinator/Project Manager and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The General Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Project Coordinator/Project Manager on previous submission(s).
- G. The Coordinator/Project Manager's approval of Shop Drawings or Samples shall not relieve the General Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the General Contractor has informed the Project Coordinator/Project Manager in writing of such deviation at the time of submission and the Project Coordinator/Project Manager has given written approval to the specific deviation, nor shall the Project Coordinator's/Project Manager's approval relieve the General Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.
- H. No portion of the work requiring a Shop Drawing or Sample submission shall be commenced until the Project Coordinator/Project Manager has approved the submission. All such portions of the work shall be in accordance with approved Shop Drawings and Samples.
- I. Cross out any items on sheets that constitute information not pertaining to the equipment specified. Clearly mark all components which are provided as "optional" by the manufacturer and required hereinafter. Failure in compliance with the above will result in disapproval of Shop Drawings.

55. Record Drawings

- A. The County will make record drawings available to the General Contractor or on an as needed basis, if available, for use in accomplishing the requirements of this contract. The General Contractor shall maintain these record drawings current by revising all drawings to incorporate all changes arising out of work performed on this contract. The General Contractor shall prepare the report of the submission and acceptance of revised drawing as part of the acceptance process of each work order issued hereunder.
- B. Additionally, the General Contractor shall promptly advise the County of any observations during contract performance of deficiencies in record drawing. In the event subsurface utility lines

are located in other than locations indicated in record drawings, County will be promptly be advised of the observation. For subsurface utility record drawing, the drawing will include, by offset dimensions to two permanently fixed surface features, the end of each run, including change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded. For structures or facilities affected by work under this contract, the General Contractor, at the time of Substantial Completion of each structure or facility involved under the contract, shall submit to the County "as-built prints" showing the aforementioned data. In the event the General Contractor fails to maintain the record drawings as required herein, the County will consider that satisfactory progress has not been achieved under the work order.

- C. If the General Contractor fails to supply the County with record drawings, the County may withhold from the General Contractor any part of any payment as may, in the judgment of the County, be necessary.
- D. As-built drawings shall be submitted on CD in AutoCAD 2002 version format.

56. ADP Support Requirements

The General Contractor shall have the following system requirements for at least one computer in his office to prosecute the work. The minimum requirements for the computer systems are:

A. Computer

The computer systems will minimally consist of:

1. Intel® Core 2 Duo E6850 processor 3.0GHz, 4MB L2 cache, 1333MHz FSB (dual core equivalent or better).
2. Intel® Q35 chipset integrated (equivalent or better).
3. 64Bit Architecture
4. 4 DIMM Slots
5. 2GB PC2-6400 (DDR2-800) SODIMM 2x1GB.
6. L2 Cache 2MB per core (equivalent or better).
7. 80GB SATA, 10,000 RPM 3.0GB/s Hard Drive with Data Burst Cache.
8. 16x DVD +/-RW Optical storage.
9. Dedicated Graphic Minimum 256MB PClex16 Video Card Dual Monitor with DVI and VGA cables (equivalent or greater).
10. 10/100/1000 Ethernet NIC (Network Interface) with remote wake-up and PXE.

11. Stereo in, stereo out (back) & stereo out (front), headphone. High Definition Audio with speakers integrated with the supplied monitor.
 12. 19 - 24 inch, 1920x1200 resolution flat panel LCD monitor, Adjustable Stand, VGA/DVI
 13. 104 Keyboard (USB, wired)
 14. 2 Button Optical Scroll Mouse (USB, wired)
 15. Tower Case
 16. 7 USB 2.0 ports, 2 front & 5 back
 17. 2 PCI Slots, 3 external bays, 2 internal bays
 18. 1 PCIe x16 Slot
 19. 1 PCIe x1 Slot
 20. 1 Serial Port (9 pin)
 21. 1 Parallel Port
 22. DC Power Supply – Wattage -350W
 23. PC must be Microsoft VISTA compatible.
 24. PC Manufacturer must be ISO-9001 Certified.
- B. Software: The Contractor shall furnish to the County the following applications:
1. AutoCAD Lite latest version (1copy)
 2. Contractor may be required to furnish, through a Work Order proposal request, additional applications.
 3. Requirements
 - a. Supply the latest approved version for all applications
 - b. Only Full New versions will be accepted (No Upgrades)
 - c. Must be provided on CD-ROM when available

57. County Furnished Software

County-furnished software will be provided to the General Contractor for use as a tool to assist with expedient preparation of cost proposals in response to Fulton County needs. This software will contain an electronic version (copy) of the Unit Price Book (UPB), which can be accessed on the equipment provided by the General Contractor to locate and select desired items from the UPB. Once the desired items are selected, the software provides for selection of quantities and based on the selected quantities, will extend and total UPB costs for each bid. The software will also permit introduction of non pre-priced items and the application of the adjustment factors. The General Contractor shall have personnel with basic computer skills to operate the software. The General Contractor is responsible for installing and maintaining their computer system.

SPECIAL CONDITIONS

Wage Rate Decisions

The Minimum Wage Rates are those established, for the listed trade working at the worksite, by the U.S. Secretary of Labor. The rates have been established in accordance with the stipulations contained in the Davis-Bacon Act, as amended, and have been established as being the rates for the corresponding classes of workmen employed for projects of a similar character in the locality where the Work is to be performed. The Contractor shall pay wages and fringe benefits at rates not less than those stipulated for each listed trade. A mistake in the indicated wages and fringe benefits will not entitle the Contractor to cancel the Project, to increase the Contract price, and to additional payments and recoveries.

The General Wage Decision:

- A. General Decision Number GA00087 issued September 15, 2000 by the Secretary of Labor.
- B. Superseded General Decision Number GA990087 with respect to the Job Order Contract(s) follows this page. Wage decision changes, such as modifications and superseding decisions, shall be effective, if published before contract award, unless prior to their issuance by the Secretary of Labor, construction has started, the mortgage has been initially endorsed, or bids have been opened. Please note that the general contractor will be required to certify that all laborers and mechanics engaged in the construction of the project, including those employed by the subcontractors, have been paid at least the wage rate required by the effective wage decision, including all changes and additions on all Federally Funded projects which will be identified by the County. The above reference wage decisions will be in effect for twenty four (24) months from the date the Contract is executed.

GENERAL DECISION GA000087 09/15/00 GA87

General Decision Number GA000087

Superseded General Decision No. GA990087

State: Georgia

Construction Type: BUILDING

County (ies): FULTON

BUILDING CONSTRUCTTON PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/11/2000
1	03/03/2000
2	04/28/2000
3	07/07/2000
4	08/04/2000

5 08/18/2000
6 09/01/2000
7 09/15/2000

COUNTY (ies): FULTON
ASBE0048D 07/01/1998

ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER Rates Fringes

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not 11.00 2.30

ASBE0048G 02/01/2.000
INSULATOR/ASBESTOS WORKER
Includes the application of all insulating materials, projective coverings, coatings and finishings to all types of mechanical systems 20.05 5.77

BRGA0008D 03/01/1996
MARBLE, TERRAZO & TILE SETTER 16.07 3.73

CARP0225E 07/01/2000
CARPENTERS
Interior specialist (includes acoustical ceiling installation and drywall hanging) 12.82 2.605

Stocker/scrapper 9.16 1.98

Carpenter (includes bat insulation); Marble, terrazzo and tile finisher 18.31 3.23

Pile driver 18.46 3.23

Pile driver/welder 18.61 3.23

CARP1263B 01/01/2000
MILLWRIGHT 19.25 6.32

ELEC0613A 03/01/2000
ELECTRICIAN
Electrician 22.18 26%
Cable splicer 23.08 26%

FOOTNOTES:

Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker, stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$ 1.00 per hour additional.
Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

ELEV0032A 12/28/1999
ELEVATOR MECHANIC 21.175 6.935

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays:
New Years Day, Memorial Day, Independence Day, Labor. Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0926G 07/01/2000
POWER EQUIPMENT OPERATORS:
Crane 14.73 4.83

IRON0357J 08/01/2000
IRONWORKER, ORNAMENTAL & STRUCTURAL 20.32 6.00

LAB00438B 07/01/2000
LABORER 11.22 2.10

FOOTNOTE:

Work on chimneys or stack, isolated: \$.25 per hour additional.

PAIN190A 07/01/2000
GLAZIER 15.80 4.75

FOOTNOTES:

High pay:
Work 35 ft. above the working plane: \$. 50 per hour additional.
Work 50 ft. above the working plane: \$. 75 per hour additional.

PLAS0148A 07/01/2000
CEMENT MASON 17.02 3.22

PLUM0072E 08/01/2000
PLUMBER; PIPEFITTER (includes HVAC work):

Work on commercial and institutional projects

250,000 sq. ft. and under 19.60 5.84
All other work 23.35 5.84

R00F0136A 07/01/2000		
Roofer	16.20	2.10
Slate and tile: Swing stage and bosun chair	17.35	1.10

* SFGA0669A 04/01/2000		
SPRINKLER FITTER	19.60	6.45

SHEE0085C 02/01/2000
SHEET METAL WORKERS
(includes HVAC duct work):

Work on projects of 100,000 sq. ft. or less (does not include work on new construction projects which involve facilities that produce or process a product, nor does it include maintenance work on such facilities) (includes HVAC duct work)

All other work (includes HVAC duct work)	21.35	7.25
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FOOTNOTE

Work on swinging stage, boatswains chairs or scaffolds, booms, or scissor lifts over 50 ft. high: \$0.75 per hour additional.

SUGA1054A 03/01/1990		
BRICK & BLOCK MASON	13.00	
DRYWALL FINISHER	11.67	
IRONWORKER, REINFORCING	13.80	
PAINTER, BRUSH & SPRAY (excluding drywall finishing)	11.12	
POWER EQUIPMENT OPERATORS:		
Backhoe	12.29	2.16
Front end loader	11.85	2.56
SOFT FLOOR LAYER	9.67	1.35
TRUCK DRIVER	8.51	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (v) .

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rate. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * An existing published wage determination
- * A survey underlying a wage determination
- * A Wage and Hour Division letter setting forth a position on a wage determination matter
- * A conformation (additional classification and rite)

On survey related matters, initial contact, including requests for summaries of survey, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determination.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor.
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION