



People *Vision* *Neighborhoods*
 Families

Mission
*To serve, protect and govern in concert with
local municipalities*

Values
People *Customer Services*
Ethics *Resource Management*
Innovation *Equal Opportunity*

PURCHASING DEPARTMENT
Invitation to Bid No. 06 ITB 49977K-RS

SW Arts Performance Theatre
For
General Services Department
Building Construction

PRE-BID CONF. TIME AND DATE: 2:00 P.M. May 23, 2006
PRE-BID CONF. LOCATION: SW Arts, 915 New Hope Rd.
BID DUE TIME AND DATE: 11:00 A.M. July 5, 2006
PURCHASING CONTACT: Rholanda Stanberry 404.730.4200
E-MAIL: Rholanda.stanberry@co.fulton.ga.us

BID LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

VOLUME 1 – ITB MANUAL
Issued for Bid

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SECTION 00 020 – INVITATION TO BID

The Fulton County Purchasing Department is soliciting qualified firms to submit sealed bids and qualifications for the following project and contract:

Project: **SW Arts Performance Theater**

Contract: **Construction**

Bid Number: **06ITB 49977K-RS**

Bids are to be submitted to the Fulton County Purchasing Department, located at the Fulton County Government Center in Atlanta, Georgia. Bids will be accepted until **11:00 am** Legally Prevailing Time, according to the clock at the front desk of the Fulton County Purchasing Department, on **July 5, 2006**.

Pre-Bid Conference

Date: **May 23, 2006**

Time: **2:00 pm**

Location: **Fulton County SW Arts Center**
915 New Hope Rd.
Atlanta, Georgia 30331

A pre-bid conference will be held at the Fulton County SW Arts Center 915 New Hope Rd., Atlanta, Georgia 30331. The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide initial, non-binding verbal response to questions concerning these bid specifications and to discuss issues from the bidders' perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those written responses responded to by the County in written communications will be official.

A. All bidders are urged to review the Bidding Documents and visit the Project site prior to attending the Pre-Bid Conference.

B. All Bidders are encouraged to bring the Project Manual (Vols. 1 & 2) to the Pre-Bid Conference for reference.

C. This conference is intended to be informational in nature. ***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 and formally issued pursuant to Item 4 above.

- D. A copy of the sign-in sheet from the Pre-Bid Conference will be made available upon request.

Project Summary: Generally, the scope of work includes all necessary work to construct a Performance Theater of approximately 23,500 gross square foot multi-purpose performing arts theater. Major project elements include: 375-seat auditorium with state of the art lighting and sound equipment, art gallery, outdoor sculpture garden, amphitheater, 120 space parking lot, scene and costume shops, lighting and sound booth, green room, ticket office, gift shop, lobby, administration and instructor offices and mechanical, electrical and data room. An additional 120 parking spaces will be constructed with the theater. Building exterior work elements include: signage, wrought iron fencing and gate at new vehicular entrance and detention pond. The exterior materials generally include brick and metal panel exterior walls, insulating glass in aluminum framing system and a standing seam metal roof. Interior elements of the work include the construction of fixed millwork, paint and other wallcoverings, vinyl and carpet flooring, acoustical tile and gypsum board ceiling systems, furnishings, performance theater seating, office furnishings, toilet partitions and accessories. Building systems generally include stage lighting, sound system, mechanical, electrical, fire protection and plumbing as well as security and fire alarm monitoring systems which are to interface with the existing Fulton County systems. Site work includes clearing and grubbing, curb & gutter, sidewalks, asphalt paving of drives and parking areas, landscaping and irrigation system.

Contract Scope of Work Summary: This Contract for Construction shall include all required construction, equipping, and furnishing for the Project, as further defined in Section 01 010 of the Project Manual, *Summary of Work*. Bidders are to refer to Section 01 010 in conjunction with the entire set of Bidding Documents for a complete understanding of the scope of work and contract terms and conditions.

Bidding Documents: may be purchased directly from:

Imaging Technologies
640 10th Street NW
Atlanta, GA 30318
404.873.5911 voice
404.870.6611 fax

The approximate cost for a set of drawings is \$ 210.00, and the cost for a set of specifications is \$95.00. Drawings and specifications may be viewed and/or purchased online from Imaging Technologies at:

<http://www.itrepro.com/reprographics/online/planroom.asp>

The Invitation to Bid and Project Specifications may be viewed and downloaded from the Fulton County website <http://www.co.fulton.ga.us/> under "Bid Opportunities".

Bidding Documents may also be reviewed at the following locations:

Dodge Plan Room
4170 Ashford Dunwoody Road,
Suite 200
(404) 255-2565

Reed Construction Data
30 Technology Pkwy. South
Suite 100
Norcross, GA 30092
(800) 322-6996

AGC Builders Exchange
1940 The Exchange, Suite 300
Suite 100
Norcross, GA 30092
(800) 322-6996

Fulton County Office of Contract
Compliance
130 Peachtree Street, S.W., Suite 1167
Atlanta, GA 30303
(404) 730-6300

National Assoc. Minority Contractors
(NAMC) Georgia Chapter
659 Auburn Ave., Suite 269
Atlanta, GA 30312
(404) 688-6996

DEC International | GA-ACP Plan Room
1503 Johnson Ferry Rd., Suite 50
Marietta, GA 30062-6438
(770) 578-0025

Project Management: This Project shall be managed by the Fulton County General Services Department. The department is responsible for overseeing the comprehensive program planning, design, engineering, and construction of various infrastructure and facilities projects for Fulton County. Additional details of the CM management as relates to this Project are found in Section 00 500 of the Project Manual, *Owner-Contractor Agreement*.

Term of Contract: Unless otherwise provided, the Contract Time, if the Contract is awarded, is the period of time allotted in the Contract Documents from issuance of a Notice to Proceed to the Contractor's Substantial Completion of the Work as defined in Article 8 of the *Owner-Contractor Agreement*, found in Section 00 500 of the Project Manual.

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, either procedural or technical, may be obtained by contacting Rholanda Stanberry, holanda.stanberry@co.fulton.ga.us, Chief Assistant Purchasing Agent at (404) 730-4200, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to:

Fulton County Purchasing Department
Attn: Rholanda Stanberry
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-4200
Fax: (404) 893-1744
Reference Bid No. **06ITB 49977K-RS**

Basis of Award: The Contract, if awarded, will be awarded on a lump sum basis to the lowest responsive and responsible bidder. 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 amount bid. 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.

END OF SECTION 00 020, INVITATION FOR BID

SECTION 00 100 – INSTRUCTIONS TO BIDDERS

1. Intent of Instructions

- A. The Instructions to Bidders Section is included in the Bidding Documents to provide information which interested Bidders must know in order to submit complete bids.
- B. All bidders are urged to read these instructions carefully to avoid submission of incomplete or non-responsive bids.

2. Contract Documents

The Contract Documents include the Invitation to Bid, Instructions to Bidders, 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.

3. Definitions

Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

- A. All definitions set forth in the ITB or other documents are applicable to all of the Bidding and Contract Documents.
- B. "Bidding Documents" include (1) the Invitation for Bids, which is comprised of the Bid Manual (including Instructions to Bidders, the Bid Form, and other bidding information), the Project Manual (including the Owner-Contractor Agreement and other Contract forms, the General Requirements, the Specifications, schedules and other project information) and the Drawings which are bound separately and listed in a List of Drawings included in the Project Manual; and (2) any Addenda to the Invitation for Bids issued prior to receipt of bids. The Bidding Documents shall become part of the Contract Documents, along with any modifications issued after award of the Contract.
- C. "Addenda" are written or graphic instruments issued and distributed by the County prior to receipt of bids for the Contract that modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

- D. A "Bid" is a complete and properly executed proposal to do the Work called for in the Bidding Documents for the sums stipulated therein and within the time frame described therein.
- E. The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for sums stated in Bid Alternates. THE BASE BID IS THE AMOUNT THAT WILL BE FORMALLY EVALUATED AND WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.
- F. A "Bid Alternate" is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternate Bids may be accepted or rejected solely at the discretion of the County. BID ALTERNATES WILL NOT BE USED IN THE DETERMINATION OF THE LOWEST RESONSIVE AND RESPONSIBLE BIDDER.
- G. A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents.
- H. A "Bidder" is a person or entity who submits a Bid for a Contract for the Work described in the Bidding Documents.
- I. A "Prime Contractor" is an individual or company who has primary responsibility for furnishing materials, labor and services at a specified price.
- J. A "Subcontractor" is an individual or company that enters into a contract that assigns some of the obligations of a prior contract to another party and assumes some of the obligations of the Prime Contractor.
- K. "Good Faith Efforts" are the active and aggressive actions of a bidder to include Minority Business Enterprises in their contracting ventures.
- L. "Minority Business Enterprise" is a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more minority persons, and is certified as such by the Department of Contract Compliance, Fulton County Government. MBE's shall include individuals or companies that are owned and operated (51% ownership) by women or persons of African, Asian, Hispanic or Native American Ancestry.
- M. A "Joint Venture" is an association of two or more independent persons, partnerships, corporations, limited liability corporations (or any combination) formed, consistent with the laws of the State of Georgia, to perform one or more specific contracts limited in scope and duration; and for which purpose, the entities combined their property, capital, effort, skills, knowledge and other assets.

4. 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 Bidding Documents shall make a request to Rholanda Stanberry no later than 5:00 PM June 27, 2006. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Rholanda Stanberry, Chief Assistant Purchasing Agent
Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Phone: (404) 730.4200
Fax: (404) 335.9419
rholland.stanberry@co.fulton.ga.us

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 Specifications which, and if any addenda are issued to this Invitation to Bid.

5. Inspections and Usage of Bidding Documents

- A. Bidding Documents are available to interested Bidders as described in Section 00 020 of this Bid Manual. Bidders may obtain one or more complete sets of Bidding Documents, at the locations indicated.
- B. A complete set of Bidding Documents shall be used in formulating Bids, and the County does not assume any responsibility for errors or misunderstandings resulting from the use of incomplete Bidding Documents. The Bidder is responsible for determining that it has correctly received all of the various documents comprising this Invitation for Bids, including addenda, as compared to tables of contents and drawing lists provided.
- C. In making the Bidding Documents available on the above terms, the County does so only for the purposes of obtaining bids on the Work and does not confer a license or grant for any other use.
- D. If any portion of the Bidding Documents shall be in conflict with any other portion, the various documents comprising the Bidding Documents shall govern in the following order of precedence: the Owner-Contractor Agreement; the General Requirements; the Technical Specifications Division 01 to 17; the Drawings; and, bidding instructions and forms.

As between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern. All such discrepancies and/or conflicts shall be submitted in writing to the

Purchasing Agent for clarification before the Bid is submitted, so that an addendum may be issued if necessary.

6. Site Examination and Understanding of Bidding Documents

- A. Before submitting a Bid, each Bidder shall thoroughly examine the Bidding Documents and shall visit and inspect the site of the proposed Work.
- B. The Bidder shall fully inspect and inform itself prior to bidding as to conditions of the existing site, utilities, structures, and available documents to determine any difficulties and limitations under which the Work is to be performed, and shall include in its Bid a sum sufficient to cover the cost of all materials, systems and equipment needed in the execution of the Work. No consideration will be given for any misunderstandings or claims regarding Work due to facts of which the Bidder could have made itself aware as a result of its inspections, examinations or submitting a request for information during the bidding period.
- C. By submitting a Bid, the Bidder agrees and warrants that it has examined both the site and the Bidding Documents, and that the specifications, drawings, and other information provided are adequate for the production of the Work.
- D. The scope of the Work covered by this Invitation for Bids shall be defined by the Bidding Documents and by governing regulations, and shall not be controlled by industry traditions or procedures experienced by the Bidder on previous contracts for other projects.

7. Bid and Contract Security

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. 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 the 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:

- A. Any surety on a bid, performance, or payment bond has become insolvent;
- B. Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- C. 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 bid amount. 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.

8. 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.

9. Bid Submission, Specific Format and Content Requirements

All Bids must be made on the Bid forms contained herein. The Bid, bid security, and all other documentation required to be submitted with the Bid, organized, formatted, and in the number of copies required by Section 00 110, *Bid Submittal Format & Content*, shall be enclosed in one or more sealed, opaque envelopes or boxes. All sealed envelopes/boxes shall be clearly labeled "Sealed Bid," with the ITB number, bid due date and time, Project name, and the name and address of the Bidder, and shall be addressed to:

Department of Purchasing
Fulton County Public Safety Building
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303
"Bid for 06ITB 49977K-RS"

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

- A. Bid Form and Bid Breakdown Form
- B. Bid Bond
- C. Fulton County Purchasing Forms
 - FORM A - NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR
 - FORM B - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
 - FORM C - CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS
 - FORM D - GA. UTILITY CONTRACTOR LICENSE (**NOT APPLICABLE**)
 - FORM E - CERTIFICATION REGARDING DEBARMENT
 - FORM F - CORPORATE CERTIFICATE
 - FORM G - DISCLOSURE FORM & QUESTIONNAIRE
- D. OCIP Insurance
 - EXHIBIT H – FULTON COUNTY OCIP INSURANCE INFORMATION FORM & INSTRUCTIONS
- E. Contractor Qualification Statement (AIA Document A305)
- F. Financial Information (Insurance certificate and financial statements)
- G. Project References
- H. Contract Compliance Forms
 - EXHIBIT A – PROMISE OF NON-DISCRIMINATION
 - EXHIBIT B – EMPLOYMENT REPORT
 - 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 SUBCONTRACTING PRACTICES
 - EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT
- I. Equal Business Opportunity Plan (EBO PLAN)

Any bids received after the stated time and date shall 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 for receipt on or before the stated time and date (indicated in *Section 00 020, Invitation for Bids*). 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.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside **"Bid for the 06ITB 49977K-RS"**.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening. Oral, telephonic, or facsimile (fax) bids are invalid and will not receive consideration.

11. Bidder's Qualifications

To provide the County with information regarding the Bidder's qualifications, its organization, its experience in carrying out the Work contemplated, and its equipment and personnel available for the Work, the Bidder shall submit with its Bid a properly executed original copy of the latest version of AIA Document A305, Contractor's Qualification Statement. The County shall have the right to investigate this information and to take other steps it deems necessary to determine the ability of the Bidder to perform its obligations should it be awarded the Contract. The Bidder shall furnish to the County all additional data that it may request for this purpose. The County reserves the right to reject any Bid where an investigation of the available information does not satisfy the County that the Bidder is qualified to properly carry out the terms of the Contract.

12. Licensing Requirements

- A. Any Bidder with a permanent office in unincorporated Fulton County must have a business license issued by Fulton County. This requirement also applies to any of the Bidder's proposed subcontractors or subconsultants with a permanent office in unincorporated Fulton County. A Fulton County business license is not required of any Bidder or proposed subcontractor or subconsultant who does not have a permanent office in unincorporated Fulton County. For more information, contact the Fulton County Tax Commissioner's Office, Alcohol & Business License Division, at (404) 730-7720.
- B. Any Bidder that is a foreign (out of state) corporation must file with the Georgia Secretary of State and obtain a Certificate of Authority in order to transact business in the State of Georgia. This requirement shall apply to the Bidder and any of its proposed subcontractors and subconsultants, which are considered foreign corporations. For more information, contact the Georgia Secretary of State, Corporations Division, at (404) 656-2817.
- C. All Bidders shall comply with all State and local regulations for professional and trade licensing and certification in the performance of the Work.

13. Unit and Alternate Bid Item Prices

- A. All Unit Prices and Alternates to the Base Bid shown on the Bid Form are required to be offered by all Bidders. Failure of a Bidder to complete the entire Bid Form, including all of the pricing and subcontractor listings required for each Bid Alternate will constitute grounds for considering the bid as non-responsive. Bidders are hereby placed on notice that this requirement will be strictly enforced.
- B. In each unit or alternate bid item price requested on the Bid Form, the Bidder is reminded to include all overhead, profit and other related costs associated with the item, including all of the coordination efforts necessary between trades to completely incorporate the item into the Contract. Upon request, the Bidder shall provide a satisfactory accounting of the unit or alternate bid item prices indicating the computations of costs for labor, material, overhead and profit. Markups for profit

must not exceed any restrictions stated in Article 12 of the Owner-Contractor Agreement (Section 00 500). Bids which include unit prices that are obviously excessive and not justifiable may be summarily rejected.

- C. Where quantities are indicated for unit price items, such quantities are approximate and are to be used as a basis for comparing unit prices. Payment to the Contractor will be made only for the actual quantities of Work performed or materials provided as determined by the Construction Manager in accordance with the Contract Documents.
- D. Detailed descriptions of and other information regarding Unit Prices and Bid Alternates are located in Sections 01 027, *Unit Prices*, and 01 030, *Bid Alternates*, of the Project Manual.
- E. All proposed Unit Prices and Bid Alternates shall remain valid for the period from the date of bid stated in the Bid Form (Section 00 300 of the Bid Manual), and in Sections 01 027 and 01 030 of the Project Manual. Unit Prices and Bid Alternates may be awarded with the Base Bid, or subsequent to award of the Base Bid if still within the period of validity.

14. Allowances

- A. Bidders shall include in the Base Bid price all allowances required by the Bidding Documents. A list and description of allowances is found in Section 01 020 of the Project Manual.
- B. Owner-provided allowances are exclusively for the cost of materials/equipment, delivery to the site and associated installation. The total allowance amount is exclusively for Owner use, and shall include no markup for the Contractor or for its subcontractors; any markup for allowance amounts shall be included in the Bid Amount.

15. Non-Discrimination in Contracting & Procurement

- A. It is the policy of the Fulton County Board of Commissioners that discrimination in contracting and procurement for County projects be prohibited. This policy also provides the County the authority to investigate discriminatory practices.
- B. Refer to Section 00 430 of this Bid Manual for a description of the policy and procedures of the County, and for the forms that the Bidder must submit with the Bid to demonstrate compliance with the policy.

16. 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.

17. Owner-Controlled Insurance Program

- A. Fulton County has implemented an Owner-Controlled Insurance Program (OCIP) that covers this Project. Under the OCIP, the County shall furnish certain portions of the Workers' Compensation, General Liability, and Builder's Risk Insurance associated with the County's construction projects. The OCIP will not provide complete and comprehensive insurance coverage to the successful Bidder for this Project. Types of coverage, limits, deductible obligations, and other detailed provisions of the OCIP are found in the *Owner-Contractor Agreement* (Section 00 500 of the Project Manual).
- B. Bids shall not contain premium costs, nor associated overhead and profit, for insurance coverage provided to the successful Bidder under the OCIP. The Bidder and all proposed subcontractors shall complete and sign separate copies of the OCIP Insurance Information Form, found in Section 00 440 of this Bid Manual, and include them in the Bid submittal. The information provided in this form is essential for proper administration of the OCIP, and is required as a condition of bid responsiveness. This form must be signed and dated by the Bidder or subcontractor, as applicable. Note that this form applies to premium costs and associated overhead and profit only, and not to other costs and/or credits associated with complying with OCIP provisions and requirements which may be factored into the Bidder's lump sum Base Bid amount; thus, such other costs and/or credits shall not be included on the form. Also note that the County reserves the right to audit the insurance policies and payroll records of the Bidder and/or its subcontractors to validate the information provided if deemed necessary, and the Bidder agrees by submittal of a Bid to provide the policies and records requested for such an audit.

18. Insurance and Bond Requirements

- A. Insurance: Within the ten (10) day time period from Notice of Award specified in Paragraph 19 above, the successful Bidder shall furnish to the County original copies of Certificates of Insurance, as required by the Owner-Contractor Agreement (Section 00 500).
- B. Bonds: The Bidder is required to furnish within the ten (10) day time period from Notice of Award specified in Paragraph 19 above a Labor and Materials Payment Bond and a Performance Bond, in penal sums of at least the full amount of the Contract as defined in the Notice of Award. These bonds shall secure the faithful performance of all portions and phases of the Contract, and the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for

services, labor, materials or equipment of any nature employed or used by it in performing the Work.

1. Bonds shall be written on forms as provided in the Bid Documents developed by the County. Refer to Sections 00 610 and 00 620 of the Project Manual.
 2. Bonds shall be made out to Fulton County, Georgia.
- C. The insurance carrier and bond surety shall be licensed and authorized to do business in the State of Georgia and shall be AAA rated and listed in the Department of Treasury Circular 570. The Attorney-in-Fact who executes the bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney - State of Georgia.

19. Modification or Withdrawal of Bids:

- A. No bid may be modified, withdrawn, or cancelled by the Bidder unless in conformance with O.C.G.A. 13-10-1 et. seq. and shall be binding for **sixty (60) days** following the date and time designated for receipt of bids, and each Bidder so agrees in submitting its Bid. All Base Bid, Bid Alternate, and Unit Price amounts shall remain valid during this time period unless noted otherwise.
- B. Prior to the date and time designated for receipt of bids, a bid may be withdrawn on written or facsimile (fax) request, provided that written confirmation of any fax withdrawal over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. A withdrawn bid may be resubmitted up to the date and time designated for receipt of bids, provided it is then fully in conformance with these Instructions to Bidders.

20. 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.

21. Opening and Consideration of Bids

- A. Commencing after the deadline for the receipt of bids, all Bids properly identified and received by the deadline will be publicly opened and read aloud. The location for the bid opening will be the same as for delivery of bids as indicated in Item 11 above. Bidders, in person or by representative, are requested to be present. Any Bid received without a Bid Bond will not be accepted and be rejected at the Bid Opening.
- B. Each Bidder shall submit a Bid Breakdown Form (see Section 00 301 of this Bid Manual). The Bid Breakdown shall be submitted with the Bid.
- C. The County intends to award a Contract to the lowest responsive and responsible Bidder whose Bid is determined to be in the best interest of the County. The

determination of responsiveness will be made by the County based on whether the Bidder has submitted a complete Bid Form without irregularities, exclusions, and special conditions; has included all technical information required; and has included a properly executed bid bond and other information as required. The determination of Bidder responsibility will be made by the County based on its evaluation of the content of the information provided in the Bid, as outlined in Section 00 110 of this Bid Manual, as well as the following:

1. Quality and satisfactory performance of the Bidder's past work on similar contracts;
 2. The interest of the public in having contracts awarded without favoritism, without excessive cost, and at the lowest price consistent with reasonable quality and expectation of completion;
 3. The best interests and particular needs of the County;
 4. The status, experience, qualifications, licensing, expertise, and reputation of the Bidder;
 5. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 6. Maintains a permanent place of business individually or in conjunction with the prime contractor.
 7. Has adequate personnel and equipment to do the work expeditiously.
 8. Has suitable financial means to meet obligations incidental to the work.
- D. Upon request, the Bidder shall make available to the County or its representative(s), for review, any detailed back-up accounting and documentation to support the Bid amount(s), including computations, estimates and quotations for labor, materials, equipment, subcontracts, overhead and profit. Such back-up accounting and documentation shall be in the Bidder's usual cost estimating format, shall include material take-offs and subcontractor quotations, and shall clearly reflect the itemization provided on the *Bid Breakdown Form* (see Section 00 301). When access to such bid documentation is provided, the Bidder shall also provide a notarized statement, signed by a duly authorized company official, certifying that the bid documentation constitutes all the information used in preparation of the Bid, and that the company official has personally examined the documentation and found it to be complete. Access to the documentation shall be provided only for the County's exclusive determination of the reasonableness of pricing of the Work prior to contract award. Such bid documentation will remain in the custody and possession of the Bidder throughout the review. The County stipulates and expressly acknowledges that such back-up bid documentation constitutes commercial trade secrets, is typically not known outside of the Bidder's business, is valuable to the Bidder, and could be valuable to the Bidder's competitors. The County further acknowledges and warrants that the back-up bid documentation remains the property of the Bidder, and its contents shall be protected from specific disclosure.
- E. The County reserves the right to reject any bid, whether responsive or not, if the evidence submitted by, or the investigation of, the Bidder fails to satisfy the County that it is properly qualified to carry out the obligations of the Contract.

- F. The County shall have the right to reject any or all bids and to reject a bid not accompanied by the required bid security or other information required by the Bidding Documents, or to reject a bid which is in any way incomplete or irregular. The County also shall have the right to waive any informality or irregularity in any bid or bids received and to accept the bid that, in its judgment, is in its own best interest.
- G. The County shall have the right to accept or reject Unit Prices and Bid Alternates in any order or combination.

22. Notice of Award and Contract Execution

- A. After review and evaluation of the bids by the County staff, a recommendation for award of the Contract will be presented to the Fulton County Board of Commissioners for formal approval.
- B. Upon approval by the Board of Commissioners, the successful Bidder will be notified by transmittal of a written Notice of Award. Within ten (10) days after receipt of the Notice to Award and applicable contract forms, or within such an extended period as the County may grant, the successful Bidder shall execute and return the Owner-Contractor Agreement and all other form required as provided in the Bidding Documents and in the number required, and also furnish to the County the bonds, proof of insurance, and other items as required by the Bidding Documents.
- C. A Notice to Proceed will be issued by the County only upon completion of both of the following events:
 - 1. Receipt and acceptance by the County of the Owner-Contractor Agreement, executed by the successful Bidder, and all other necessary bonds, proof of insurance, safety program approval and other items as required by the Bidding Documents; and
 - 2. Execution of the Contract by the County and subsequent issuance of a Purchase Order by the County Department of Purchasing.
- D. The failure of the successful Bidder to execute the Owner-Contractor 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.
- E. Notwithstanding this admonition to bidders, all parts of the proposed contract are of equal dignity and importance, and specification of the provisions listed above shall not be interpreted to include, exclude, abridge or expand such provisions or any other part of the proposed contract. The proposed contract is subject to changes or modification by the County Attorney without any recourse.

23. Submittals on Sub-Contractors

- A. The apparent lowest responsible Bidder shall submit the following information to Fulton County within ten (10) calendar days of its receipt of a Notice of Award:
1. A designation of the Work to be performed by the Bidder with its own forces.
 2. A complete list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work.
 3. A complete list of names of the subcontractors and other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the Work.
- B. The Bidder will be required to establish to the satisfaction of the County the reliability and responsibility of all persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the execution of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable objection to any such proposed person or entity. If the County has reasonable objection to any such proposed person or entity, the Bidder may, at its option,
1. withdraw its bid, or
 2. submit an acceptable substitute person or entity with an adjustment in its bid price to cover the difference in cost occasioned by such substitution. The County may, at its discretion, accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, the Bidder's bid security will not be forfeited.
- D. Persons and entities proposed by the Bidder, and to whom the County have made no reasonable objection, must be used on the Work for which they were proposed, and shall not be changed except with the written consent of the County and the Construction Manager and/or Program Manager.
- E. Equal Business Opportunity Plan (EBO) – Bidders shall outline a plan of action to be taken to encourage and achieve diversity and equality in available procurement and contracting opportunities within the scope of services of this Invitation for Bid.

The plan shall describe how the bidder will:

1. Identify, establish and promote procurement and contracting opportunities for minority and female business enterprises.
2. Identify and solicit minority and female business enterprises.

The Equal Business Opportunity Plan shall demonstrate the bidder's good faith efforts to insure against discrimination in any procurement and contracting opportunities in the scope of services to be performed. The plan should specifically identify where the utilization of minority and female business can or will occur in every aspect of the project.

There are no goals started, implied or intended herein by the County. Failure to submit the plan may deem your response to this Invitation for Bid non-responsive.

24. 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.

25. Indemnification and Hold Harmless Agreement

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

26. Termination

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions, as detailed in Article 14 of the *Owner-Contractor Agreement* (Section 00 500 of the Project Manual).

END OF SECTION 00 100, INSTRUCTIONS TO BIDDER

SECTION 00 110 – BID SUBMITTAL FORMAT & CONTENT

1. GENERAL

- A. This Section describes the specific format and content requirements for the Bid submittal. These requirements allow for consistency in all bid submittals and, ultimately, in their review and evaluation by the County. Bidders are required to follow the instructions provided below.
- B. **One (1) original and three (3) copies** of the Bid shall be submitted, each individually bound. Each binder cover shall include the Invitation for Bids number, Project name, and the name of the Bidder clearly shown.
- C. A table of contents shall be included at the front of each binder, conforming to Paragraph 2 below, and all binder sections shall be tabbed with clearly labeled or numbered tabs directly correlating to the table of contents.

2. BID SUBMITTAL ORGANIZATION

- A. Each bid submittal binder shall be organized according to the following sections:
 - 1. Bid Form and Bid Breakdown Form
 - 2. Bid Bond
 - 3. Fulton County Purchasing Forms
 - FORM A - NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR
 - FORM B - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
 - FORM C - CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS
 - FORM D – GA. UTILITY CONTRACTOR LICENSE (**NOT APPLICABLE**)
 - FORM E - CERTIFICATION REGARDING DEBARMENT
 - FORM F - CORPORATE CERTIFICATE
 - FORM G – DISCLOSURE FORM & QUESTIONAIRE
 - 4. Contract Compliance Forms
 - EXHIBIT A – PROMISE OF NON-DISCRIMINATION
 - EXHIBIT B – EMPLOYMENT REPORT
 - 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 SUBCONTRACTING PRACTICES
 - EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT
 - 5. EBO PLAN – Equal Business Opportunity Plan
 - 6. OCIP Insurance
 - EXHIBIT H – FULTON COUNTY OCIP INSURANCE INFORMATION FORM & INSTRUCTIONS
 - 7. Contractor Qualification Statement
 - 8. Financial Information (Insurance certificate and financial statements)

9. Project References

All Contract Compliance documents listed (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 Bid.

3. BID SUBMITTAL CONTENT

SECTION 1 – BID FORM & BID BREAKDOWN FORM

Each Bid must be submitted on the prescribed Bid Form, which is found in Section 00 300 and the Bid Breakdown Form found in Section 00 301 of this Bid Manual. Complete these forms and insert it into this section of the Bid submittal. All blanks on the Bid Form shall be appropriately filled in by typewriter or manually printed in ink. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure of the Bid amounts must be initialed by the signer of the Bid.

The Bid Form shall include the legal name of the Bidder. The Bid shall be signed by a person or persons legally authorized to bind the Bidder to a Contract. In addition to the signature on the last page, the Bidder is required to sign the bottom of each page of the Bid Form indicating acknowledgement and agreement with the statements and information contained therein. Bidders who are corporations shall provide their seal where indicated on the last page.

SECTION 2 – BID BOND

Provide a completed and fully executed Bid Bond form in this section of the Bid submittal. Refer to Sections 00 100 and 00 610 for detailed instructions.

SECTION 3 – FULTON COUNTY BIDDING GENERAL REQUIREMENTS

This document is found in Section 00 125 of this Bid Manual. Complete each form as directed, and insert it in this section of the Bid submittal, indicating acknowledgement with these requirements.

Include forms as follows:

- FORM A - NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/OFFEROR
- FORM B - NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
- FORM C - CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS
- FORM D – GA. UTILITY CONTRACTOR LICENSE (**NOT APPLICABLE**)

- FORM E - CERTIFICATION REGARDING DEBARMENT
- FORM F - CORPORATE CERTIFICATE
- FORM G – DISCLOSURE FORM & QUESTIONNAIRE

SECTION 4 – NON-DISCRIMINATION IN CONTRACTING FORMS

Refer to Section 00 430 for forms and instructions. Read this Section carefully and complete and insert all required forms in this section of the Bid submittal.

Include forms as follows:

- EXHIBIT A – PROMISE OF NON-DISCRIMINATION
- EXHIBIT B – EMPLOYMENT RECORD
- 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 SUBCONTRACTING PRACTICES
- EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

- EXHIBIT G – PRIME CONTRACTOR'S SUBCONTRACTOR UTILIZATION REPORT

SECTION 5 – EQUAL BUSINESS OPPORTUNITY PLAN

Bidder shall outline a plan of action to be taken to encourage and achieve diversity and equality in available procurement and contracting opportunities within the scope of services of this invitation to bid.

The plan shall include how the bidder will:

- A. Identify, establish and promote procurement and contracting opportunities for small, minority and female business enterprises.
- B. Identify and solicit small, minority and female business enterprises

The Plan shall demonstrate the bidder's good faith efforts to insure against discrimination in any procurement and contracting opportunities in the scope of services to be performed. Where possible, the Plan should specifically identify where the utilization of small, minority and female business can or will occur.

There are no goals stated, implied or intended herein by the County. Failure to submit the Plan may deem your response to this ITB non-responsive.

Include as follows:

- EBO PLAN

SECTION 6 – OCIP INSURANCE INFORMATION FORM

Refer to Section 00 440 for form and instructions. Also refer to Article 11 of the *Owner-Contractor Agreement* (Section 00 500) for details of the Owner-Controlled Insurance Program (OCIP). The information form provided in Section 00 440 is to be completed for the prime Bidder and its subcontractors, and all are to be inserted in this section of the Bid submittal.

Include forms as follows:

- EXHIBIT H – FULTON COUNTY OCIP INSURANCE INFORMATION FORM

SECTION 7 – CONTRACTOR'S QUALIFICATION STATEMENT

Provide a completed, signed, and notarized AIA Document A305 in this section of the Bid submittal. Refer to Section 00 100 for detailed instructions.

Provide all requested information.

SECTION 8 – FINANCIAL DATA

- A. Submit proof of insurance with categories and amounts as required in Section 00 500, Article 11.

SECTION 9 – PROJECT REFERENCES

- A. Submit listing of at least three (3) completed projects. Include references for comparable projects: performance spaces or similar assembly spaces. Include project name, location, size (SF), project completion date, and contact information for the project architect and end-user.

END OF SECTION 00 110, BID SUBMITTAL FORMAT & CONTENT

SECTION 00 150 – BIDDING SCHEDULE

Each Bidder is required to strictly adhere to the following firm dates and times indicated for the various schedule and due dates of the proposal process:

1. Pre-Bid Conference: May 23, 2006 2:00 pm
Location: **Fulton County SW Arts Center**
915 New Hope Rd.
Atlanta, Georgia 30331
2. Final Date to Receive Requests
for Information/Clarification: June 27, 2006 5:00 pm
3. Last day to issue Addendum: June 30, 2006
4. Bid Submission Date: July 5, 2005 11:00 am

It is the County's intent to review and evaluate all bids with reasonable promptness, and to issue a Notice of Award as quickly as possible thereafter. The apparent lowest responsive and responsible bidder will be so notified according to the provisions of Section 00 100, *Instructions to Bidders*.

END OF SECTION 00 150, BIDDING SCHEDULE

SECTION 00 246—COMMUNITY WORKFORCE PROGRAM

1. INTRODUCTION

- a. The Fulton County Human Services Department is responsible for the Community Workforce Program. The successful Bidder shall participate in this training and employment program for residents of Fulton County. This program has a numerical goal of one job for each \$1,000,000.00 of constructions costs of the Project and the successful Proposer, by submitting a proposal, agrees that it will use reasonable efforts to achieve this goal. The successful Bidder shall in collaboration with the Human Services Department prepare and deliver to the County a plan which outlines how the Bidder will participate and meet the program goals within forty-five (45) days of Notice to Proceed.
- b. The Community Workforce Program shall be coordinated through the Fulton County Department of Human Services.
- c. The successful Proposer will be responsible to implement its program in conformance with the County's ongoing program as described in the following paragraphs.

2. GOAL

To create a resident training and employment program.

3. PURPOSES

- a. To provide quality skills training and jobs for Fulton County residents. Emphasis will be given to matching participants in the Community Workforce Program with capital projects in their neighborhood.
- b. To provide a pool of qualified, well-trained employees for the construction industry.
- c. To improve the quality of life for all Fulton County residents affected by the Fulton County Capital Improvement Program.
- d. To provide a comprehensive case management centered program that will address all of the needs of neighborhood residents affected by County capital improvements, and remove barriers to their successful employment.

4. DESIGN

- a. Participants will be trained and placed in all skilled areas. Residents will not be limited to entry-level positions, but rather applicants will be matched with vacant positions based on their aptitudes, interest and performance in the training program. A partial list of trades include:

Electrician	Glazier
Plumber	Painter
Pipefitter	Roofer
Welder	Carpenter
Bricklayer	Sheet Metal Worker
Ironworker	Millwright
Laborer	Administrative Staff

- b. Each participant will have an individual employment plan. Participants can be enrolled in one or more of the phases listed below based on an assessment of their knowledge and previous work experience.

PHASE I	Pre-Employment – Job Readiness
PHASE II	Life Skills Training
PHASE III	Classroom Vocational Skills Training
PHASE IV	OJT/Apprenticeship with Employer

5. RECRUITMENT, SCREENING/ASSESSMENT, AND REFERRAL

The Office of Workforce Development (OWD) will recruit and screen all participants. The County will collaborate with community leaders, churches, and other organizations in the impacted neighborhoods in our recruitment process. This process will include an in-depth assessment of participants' aptitude and career interest, as reflected on the Test of Adult Basic Education (TABE) and the Career Occupational Preference (COPS), a career/interest inventory assessment tool.

• PRE-EMPLOYABILITY/JOB READINESS

All participants will attend a County sponsored employability/job readiness workshop that will teach skills on how to get and retain a job and job safety in the construction industry, and will include sessions such as "Getting Along With Co-workers", "How To Resolve Conflicts", "Developing Good Work Habits", etc.

- **LIFE SKILLS TRAINING**

All participants will attend a County sponsored Life Skills Training workshops. This will be conducted by the OWD at its job resource center, or by a consultant hired by the County. These workshops will occur throughout the period the participants are enrolled in the Community Workforce Program. Topics include:

- Communications Skills Training-Teaching participants how to effectively communicate in the workplace, communication strategies, listening to instructions & problem solving techniques.
- Team Building Skills Training-Teaching participants how to interact with peers (co-workers), supervisors and customers in the work environment, group dynamics, becoming a team player & interpersonal relations.

- **CONSTRUCTION SKILLS TRAINING**

Classroom skills training will be conducted by accredited vocational schools in order to acquire basic construction skills. Costs for classroom skills training will not be a part of the construction contract.

- **SELECTIONS**

All participants will be interviewed and selected by the employer/construction company to which they are referred.

- **ON-THE-JOB TRAINING/APPRENTICESHIP**

Employers (construction companies) will provide an in-depth apprenticeship through on-the-job training and by placing participants with a skilled employee who will serve as supervisor/trainer.

- **PLACEMENT**

Upon successful completion of the OJT/apprenticeship, employers will have the opportunity to **hire** those participants that they have **trained** to their specifications and also observed for several months.

- **CASE MANAGEMENT**

The OWD or a consultant hired by the County will provide Case Management Services for each employee. Participants will be counseled and their activities monitored throughout the program. Upon enrollment, a case

manager develops a “Comprehensive Employment Plan” for each participant. The counselor monitors this plan, (which is mutually agreed upon), throughout all phases of training. Supportive counseling will be provided for participants through training and during the placement process. Counselors will meet with the participant on a regular basis to alleviate any problems and barriers to ensure successful completion of the program. Counselors will monitor the service delivery of the provider. Monthly Trainee Progress Reports will be done for all participants, both those in Apprenticeship jobs and those in Classroom Training. Case management for clients will continue for three months after job placement to ensure a smooth transition.

- **SUPPORTIVE SERVICES**

Supportive Service Plan will be developed for each participant by the OWD or a consultant firm hired by the County as a part of each participant’s Employment Plan. The Service Plan will address all aspects of their lives and will outline services to alleviate barriers to employment. Childcare will be arranged and referrals to substance abuse programs and transportation issues will be addressed. Parenting workshops and money management seminars will be conducted continuously throughout the program.

End of Section 00 246—Community Workforce Program

SECTION 00 300 – BID FORM

**SW Arts Performance Theater
Bid No. 06ITB 49977K-RS**

Submitted _____, 2006.

TO: OWNER

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: _____

Business Address: _____

Business Phone: _____ Business Fax: _____

The above Bidder is:

- An Individual
- A Company
- A Corporation
- A Partnership
- A Limited Liability Corporation
- A Joint Venture consisting of _____

and _____

and _____

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

1. BASE BID

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 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 the schedule indicated in this bid document.

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.

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.

2. UNIT PRICES

Refer to Section 01 027 for a description and schedule of Unit Prices. The County shall have the option of exercising any or all of the below Unit Prices at the proposed prices at any point in the project.

UNIT PRICE AMOUNTS <i>All items furnished and installed, based on project-specified materials</i>				
Item No.	Description	Unit	Add	Delete
Site Work				
1	Rock Removal & Off-Site Disposal	Cu. Yd.	\$	\$
2	Unsuitable Soil Removal & Off-Site Disposal	Cu. Yd.	\$	\$
3	Importing soil suitable for structural backfilling	Cu. Yd.	\$	\$
Doors, Frames & Hardware				
4	F & I interior door & frame: Door Type A	Each	\$	\$
5	F & I interior door & frame: Door Type B	Each	\$	\$
6	F & I std. interior lever lockset; hardware set no. 9	Each	\$	\$
7	F & I std. interior storage lockset; hardware set no. 6	Each	\$	\$
8	F & I interior CMU partition type A	LF	\$	\$
9	F & I rated interior CMU partition type A1	LF	\$	\$
10	F & I interior GWB partition type H	LF	\$	\$
11	F & I interior GWB sound partition type J	LF	\$	\$
Ceilings				
12	F & I std. 2' x 2' ceiling grid	SF	\$	\$
13	F & I std. 2' ceiling tee	EA	\$	\$
14	F & I std. 2' x 2' ceiling tile: ACT-1	SF	\$	\$
15	F & I std. 2' x 2' ceiling tile: ACT-2	SF	\$	\$
16	F & I std. 2' x 2' ceiling tile: ACT-3	SF	\$	\$
17	F & I GWB ceiling	SF	\$	\$
Finishes				
18	F & I horizontal blinds MB-1	SF	\$	\$
19	F & I sun blinds B-1	SF	\$	\$

**Construction of the
SW Arts Performance Theater**

**00 300-4
Bid Form**

20	F & I wallcovering WC-1	SF	\$	\$
21	F & I wallcovering WC-2	SF	\$	\$
22	F & I wallcovering WC-3	SF	\$	\$
23	F & I wallcovering WC-4	SF	\$	\$
24	F & I wallcovering WC-5	SF	\$	\$
25	F & I ceramic wall tile CWT-1	SF	\$	\$
26	F & I ceramic wall tile CWT-2	SF	\$	\$
27	F & I carpet tile CPT-1	SY	\$	\$
28	F & I carpet tile CPT-2	SY	\$	\$
29	F & I carpet tile CPT-3	SY	\$	\$
30	F & I vinyl composite tile VCT-1	SF	\$	\$
31	F & I ceramic floor tile CFT-1	SF	\$	\$
32	F & I wood base WB-1	LF	\$	\$
33	F & I resilient base B-1	LF	\$	\$
Life Safety				
34	F & I sprinkler head	EA	\$	\$
35	Relocate installed sprinkler head	EA	\$	\$
36	F & I fire strobe & annunciator	EA	\$	\$
37	F & I smoke detector	EA	\$	\$
Mechanical				
38	F & I 2x2 diffuser w/ flex & spin-ins	EA	\$	\$
39	F & I 4' w slot diffuser w/ flex & spin-ins	EA	\$	\$
40	F & I 2x2 return	EA	\$	\$
41	F & I sheet metal ductwork	LS	\$	\$
42	F & I thermostat	EA	\$	\$
43	F & I VAV box	EA	\$	\$
44	F & I fire damper for returns	EA	\$	\$
45	F & I fire damper for supply duct	LS	\$	\$
Electrical				
46	F & I std. 2x4 fixture type B	EA	\$	\$

47	F & I std. 2x4 emergency fixture type BE	EA	\$	\$
48	F & I std. 2x2 fixture type B2	EA	\$	\$
49	F & I std. 2x2 emergency fixture type B2E	EA	\$	\$
50	F & I std. compact fluorescent fixture type D	EA	\$	\$
51	F & I std. emergency compact fluorescent fixture type DE	EA	\$	\$
52	F & I std. compact fluorescent fixture type D1	EA	\$	\$
53	F & I std. emergency compact fluorescent fixture type D1E	EA	\$	\$
54	F & I std. compact fluorescent fixture type D2	EA	\$	\$
55	F & I std. compact fluorescent fixture type D4	EA	\$	\$
56	F & I std. (Exterior bollard)	EA	\$	\$
57	F & I std. (Exterior parking light)	EA	\$	\$
58	F & I std. exit sign fixture type X	EA	\$	\$1
59	F & I std. duplex electrical outlet	EA	\$	\$
60	F & I std. quadraplex electrical outlet	EA	\$	\$
61	F & I std. conduit, backer box & pulls string for voice/data outlet	EA	\$	\$

3. OWNER ALLOWANCES

Refer to Section 01 020 for a description and schedule of Owner Allowances. All allowances are to be included in the Total Base Bid Amount for this Contract.

4. BID ALTERNATES

Refer to Section 01 030 for a description and schedule of Bid Alternates. The County shall have the option of exercising any or all of the below Bid Alternates at the proposed prices for up to sixty (60) days after receipt of bids.

BID ALTERNATE AMOUNTS		
Deduct Alternate 1	Delete special coursing design in brick at west elevation and related corners and replace with buff color brick (reference elevations 1/A8, 2/A8, 2/A10, & 1/A11)	\$

Add Alternate 2	Add scored and stained concrete to front plaza (reference drawing L-1.2)	\$
Deduct Alternate 3A	Delete Theater Seating allowance and replace with KI Concerto chair in COM fabric as specified in Section 12 200	\$
Deduct Alternate 3B	Delete Theater Seating allowance and replace with KI Concerto chair as specified in Section 12 200 in manufacturer's Grade 2 fabric	\$
Deduct Alternate 3C	Delete Theater Seating allowance and replace with KI Lancaster chair as specified in Section 12 200 in manufacturer's Grade 2 fabric	\$
Deduct Alternate 3D	Delete Theater Seating allowance and replace with KI Lancaster chair as specified in Section 12 200 in manufacturer's Grade 2 fabric	\$
Deduct Alternate 3E	Delete Theater Seating allowance and replace with American Seating Stellar chair in COM fabric as specified in Section 12 200	\$
Deduct Alternate 3F	Delete Theater Seating allowance and replace with American Seating Stellar chair as specified in Section 12 200 in manufacturer's Grade 2 fabric	\$
Deduct Alternate 3G	Delete Theater Seating allowance and replace with American Seating Stellar chair as specified in Section 12 200 in manufacturer's Grade 4 fabric	\$
Deduct Alternate 3H	Delete Theater Seating allowance and replace with American Seating Spirit chair in COM fabric as specified in Section 12 200	\$
Deduct Alternate 3I	Delete Theater Seating allowance and replace with American Seating Spirit chair as specified in Section 12 200 in manufacturer's Grade 2 fabric	\$
Deduct Alternate 3J	Delete Theater Seating allowance and replace with American Seating Spirit chair as specified in Section 12 200 in manufacturer's Grade 4 fabric	\$
Deduct Alternate 3K	Delete Theater Seating allowance and replace with Hussey Quattro chair in COM fabric as specified in Section 12 200	\$
Deduct Alternate 3L	Delete Theater Seating allowance and replace with Hussey Quattro chair as specified in Section 12 200 in manufacturer's Grade K fabric	\$
Deduct Alternate 3M	Delete Theater Seating allowance and replace with Irwin Seating Citation chair in COM fabric as specified in Section 12 200	\$
Deduct Alternate 3N	Delete Theater Seating allowance and replace with Irwin Seating Citation chair as specified in Section 12 200 in manufacturer's Grade D fabric	\$

Deduct Alternate 3O	Delete Theater Seating allowance and replace with Irwin Seating Marquis chair in COM fabric as specified in Section 12 200	\$
Deduct Alternate 3P	Delete Theater Seating allowance and replace with Irwin Seating Marquis chair as specified in Section 12 200 in manufacturer's Grade D fabric	\$
Deduct Alternate 4	<p>HVAC and Electrical Alternate (DX units): Delete drawings M-0, M-1, M-2, M-3, M-4, M-5, P1, P2, P3, P4, P5, E1a, E1b, E1c, E2, E3, and E4. Delete Section 15 020 Ductwork and Accessories, Section 15 035 Pumps, Section 15 117 Packaged Air-Cooled Chiller, Section 15150 Automatic Controls including Points List Schedule, and Section 15867 Modular Central Station Air Handling Units.</p> <p>Provide mechanical system as described on drawings M-0A, M-1A, M-2A, M-3A, M-4A, M-5A, P1A, P2A, P3A, & P4A and coordinating electrical service as described on drawings E1aA, E1bA, E1cA, E2A, E3A, and E4A and as specified in Section 15020 (Alternate) Ductwork and Accessories and Section 15150 (Alternate) Automatic Controls including Alternate Points List Schedule.</p> <p>Provide 70LF of masonry wall and foundation at 10'-4" above grade similar to detail 5/A21.</p>	\$

5. ADDENDA ACKNOWLEDGMENT

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 _____

6. SCHEDULE

The Bidder agrees to commence Work under this Contract on a date to be specified in the written Notice to Proceed from the County and to comply with all schedule milestones, completion dates, and procedures contained in the Contract Documents.

7. BID GUARANTEE

Required to accompany this Bid is a Bid Bond, made payable to the Board of Commissioners of Fulton County, which is not less than five percent (5%) of the Base Bid. No other form of Bid Guarantee will be allowed. The Bidder agrees that the above stated amount is the amount of liquidated damages due and payable to the County in the event the undersigned fails to execute the Contract and deliver the bonds and other submittals required.

8. NON-DISCRIMINATION IN CONTRACTING & PROCUREMENT

As noted in the Instructions to Bidders, County policy prohibits discrimination in contracting and procurement in County projects. The Bidder acknowledges receipt of instructions and exhibits regarding this policy, including informational forms that must be submitted with this Bid.

9. EQUAL EMPLOYMENT OPPORTUNITY

In submitting this Bid, the Bidder acknowledges that it has read and understands the Owner's Equal Opportunity Employment requirements, and agrees that during the performance of the Contract the Bidder will comply with said provisions, which include periodic submission by the Design/Builder and its subcontractors and sub consultants of a Worker Utilization Report.

10. COMMUNITY WORKFORCE PROGRAM

The Bidder agrees that a training and employment program shall be provided for residents of the County per the requirements of Section 00 246 of the Bid Manual. The Bidder agrees that it will use reasonable efforts to achieve the goal stated therein. Bidder agrees to prepare and deliver to the County a plan for implementation of such program.

11. CONCLUSIONS

It is understood that the County shall have the right to waive any informality or irregularity in any bid received, and that it will have the right to reject any or all bids and to re-bid the Contract.

Respectfully submitted:

By: _____
(Authorized signature)

Name: _____

Title: _____

(Seal if by Corporation)

If Bidder is a Joint Venture, include signatures of all joint venture partners below.

By: _____

Title: _____

Firm: _____ (Seal if by Corporation)

By: _____

Title: _____

Firm: _____ (Seal if by Corporation)

By: _____

Title: _____

Firm: _____ (Seal if by Corporation)

END OF SECTION 00 300, BID FORM

SECTION 00 301 – BID BREAKDOWN FORM

Bid Breakdown Form must be completed and submitted with the Bid Form.

A breakdown of the Base Bid amount shall be provided below. Bidders are required to **submit the completed form with the Bid Form**. This breakdown will be used for the evaluation of bids, along with access to back-up supporting documentation, if requested. A more detailed Schedule of Values will be required of the successful Bidder subsequent to contract award.

01. Division 01 GENERAL CONDITIONS & REQUIREMENTS		
01.1 Bond Cost Amount	\$ _____	
01.2 Owner's Allowance	\$ 150,000.00	
01.3 All other Division 01 Work not listed above	\$ _____	
Subtotal All Division 01 Work		\$ _____
02. Division 02 SITEWORK		
02.1 Landscaping Material & Installation	\$ _____	
02.2 Landscape Irrigation	\$ _____	
02.3 Owner's Sitework Allowance	\$ 150,000.00	
02.4 All other Division 02 Work not listed above	\$ _____	
Subtotal All Division 02 Work		\$ _____
03. Division 03 CONCRETE		\$ _____
04. Division 04 MASONRY		\$ _____
05. Division 05 METALS		\$ _____
06. Division 06 WOOD & PLASTICS		\$ _____
07. Division 07 THERMAL & MOISTURE PROTECTION		\$ _____
08. Division 08 DOORS & WINDOWS		\$ _____
09. Division 09 FINISHES		\$ _____

10. Division 10 SPECIALTIES		\$ _____
10.1 Owner's Signage Allowance	\$ 10,000.00	
10.2 Other Division 10 Work	\$ _____	
Subtotal All Division 10 Work		\$ _____
11. Division 11 EQUIPMENT		\$ _____
11.1 Owner's Equipment Allowance	\$ 43,000.00	
11.2 Other Division 11 Work	\$ _____	
Subtotal All Division 11 Work		\$ _____
12. Division 12 FURNISHINGS		
12.1 Owner's Theater Seating Allowance	\$ 100,000.00	
12.2 Other Division 12 Work	\$ _____	
Subtotal All Division 12 Work		\$ _____
13. Division 13 SPECIAL CONSTRUCTION		\$ _____
14. Division 14 CONVEYING SYSTEMS		\$ _____
15. Division 15 MECHANICAL		\$ _____
16. Division 16 ELECTRICAL		\$ _____
17. Subtotal - Division 01 to Division 16:		\$ _____
18. Contractor's Overhead and Profit (not included in above)		
Line 17 X _____% =		\$ _____
19. TOTAL BASE BID AMOUNT		
Line 17 + Line 18 =		\$ _____
(This amount should equal the Base Bid amount shown on the Bid Form)		

END OF SECTION 00 301, BID BREAKDOWN FORM

SECTION 00 430 – NON-DISCRIMINATION IN CONTRACTING & 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 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 or vendors who seek 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 the bid. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic groups by a bidder, contractor or vendor of 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.
2. Efforts that will be made by the bidder/vendor 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 Department of Contract Compliance's Exhibit G form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (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 receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (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 **must** submit the following completed documents. Failure to provide this information **shall** result in the Bid being deemed non-responsive:

- **Exhibit A** – Promise of Non-Discrimination
- **Exhibit B** – Employment Report
- **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 Subcontractors 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 project:

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

Following are forms required for bidding

**END OF SECTION 00 430 - NON-DISCRIMINATION IN CONTRACTING &
PROCUREMENT**

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/proposer **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 AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (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 enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. 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.
3. 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, please attach copy of recent certification.**

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

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

SUBCONTRATOR 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, please attach copy of recent certification.

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/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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/proposal.

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

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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: _____
Telephone No.: _____
Nature of Business: _____

- 2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. 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?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. 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.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

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

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. 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>Financial Sex</u>	<u>Supervision Decisions</u>	<u>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 Contract Compliance, Departments of Purchasing and 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 _____, 20_____, 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.

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 is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements:

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

3. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
4. 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.

SECTION 00 440-OCIP INSURANCE INFORMATION

The attached form is required to be completed and submitted by Bidder and its subcontractors. Refer to the instruction sheet attached to the form for specific instructions. Also refer to Section 00 500, Article 11 - Insurance

EXHIBIT H
Fulton County Owner Controlled Insurance Program
Insurance Information Form
(Contractor & Subcontractor Agreement)

Contractor Name: _____ Phone #: _____
Address: _____ Fax #: _____
_____ Email _____

Payroll Contact: _____ Phone #: _____
Insurance Contact: _____ Phone #: _____

Subcontractor To: _____ Contract #: _____
Project Name _____

Scope of Work: _____ Total Est. Man-Hours _____

Contract Amount: _____ Est. Payroll _____

Est. Contract Start Date: _____ Est. Contract Completion Date: _____

NOTE: If your firm will hire lower-tier subcontractors, then a copy of this form must be completed and attached for each subcontractor.

I. Workers' Compensation insurance Rates (Project-Site Payroll Only!)

	WC Classification	Code #	Payroll	W.C.Rate
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____
5)	_____	_____	_____	_____
6)	_____	_____	_____	_____

(Attach a worksheet if more than six codes are used.)

Surcharge to be added to above rates for Loss Costs: _____

Regular Workers' Compensation
Insurer: _____

Latest Workers' Compensation Experience Modifier: _____ Experience Modifier Rating Date: _____

Federal Employer ID #: _____ Interstate Bureau ID# or NCCI#:(If Applicable) _____

Ethnicity – Check One (If Applicable)

- | | | | | |
|-------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> BMBE | <input type="checkbox"/> BFBE | <input type="checkbox"/> WFBE | <input type="checkbox"/> AAFBE | <input type="checkbox"/> AAMBE |
| <input type="checkbox"/> LFBE | <input type="checkbox"/> LMBE | <input type="checkbox"/> NAFBE | <input type="checkbox"/> NAMBE | <input type="checkbox"/> SBE |

II. General Liability Carrier:

- A. General Liability Rate (\$1MM Occ. \$2MM Agg.): _____
Rating Base (check _____ Per \$100 of _____ or Contract
one): Payroll Value _____
- B. Surcharge to above rate for Allocated Losses _____

III. Excess/Umbrella Liability

Carrier: _____
Excess/Umbrella Liability Rate (\$3 million Limit): _____

IV. Builders Risk Carrier: _____
Builders Risk rate: _____

V. Overhead & Profit Percentage on Insurance Premiums: _____

AGREEMENT:

The Contractor/Subcontractor agrees to permit Fulton County or a designated Agent of the County to inspect the insurance policies and payroll records used in determining the premium cost outlined above. Requests for inspection of any policies or payroll records will be made in writing no less than ten (10) days in advance of any review, which will be conducted at the office of the Design/Builder or Subcontractor or at another mutually agreeable location. The Design/Builder or Subcontractor certify that the cost of insurance for those coverages provided by the Fulton County Controlled Insurance Program has not been included in the firm's Proposal price.

SIGNED BY: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

****NOTE:** It is recommended that this form be completed by the Contractor's/Subcontractor's insurance broker/agent, or copies be furnished to such party for review and/or information.

Company Name: _____ Telephone #: _____

Contact Person: _____ Date Prepared: _____

REMINDER: All Contractors and Subcontractors must provide copies of certificates of insurance evidencing the required coverage for operations outside the OCIP as required in the specifications and/or agreement.

Specific Instructions for completing the "OCIP Insurance Information Form"

- 1) Section I: Workers Compensation
 - a) For project site operations only, report the classifications, codes, experience modifier and rates and payroll estimates used in your appropriate workers compensation policy. Provide the name of your regular workers' compensation carrier, along with your policy effective dates and Federal Employer ID #.
 - b) If your regular W.C. program includes a deductible or retention level, include allocated losses you would expect within that deductible/retention on this Project.
- 2) Section II: General Liability
 - a) Use the appropriate rates and payroll estimates applicable to on-site project operations as outlined in your appropriate policy.
 - b) IF your regular G.L. program includes a deductible or retention level, include allocated losses you would expect within that deductible/retention on this Project.
- 3) Section III: Excess/Umbrella Liability
 - a) Use the appropriate rates applicable to on-site operations as outlined in your appropriate policy.
 - b) If you do not currently carry an Excess or Umbrella liability policy, contact your insurance representative or broker for an estimate.
- 4) Section IV: Completed Operations (1 Year)
 - a) Use the appropriate rates applicable to on-site project operations as outlined in your appropriate policy.
- 5) Section V: Subcontractor Premiums and Allocated Losses (excluding motor vehicles)
 - a) If lower-tier contractors (subcontractors or sub-subcontractors) are included in your Proposal, you must provide them with a set of these forms and instructions. Attach the lower-tier contractors' forms to your submission. (Reference O.C.I.P. contract language for information regarding which entities are eligible for coverage under the O.C.I.P.)
 - b) IF lower-tier contractors have a deductible or retention level within their insurance program, they must also include allocated losses that they would expect within that deductible/retention on this Project.
- 6) Overhead and Profit on Insurance Premiums
 - a) Enter the overhead and profit percentage your firm adds to insurance premiums (5%, 10%, etc.).

END OF SECTION 00 440-OCIP INFORMATION FORM

