



Fulton County, GA

Department of Purchasing & Contract Compliance

Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P
Director

May 3, 2011

Re: **#11RFP78092K-JD – Architectural and Engineering Services for the Aviation Community Cultural Center for Fulton County Arts and Culture**

Dear Proposers:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced **#11RFP78092K-JD – Architectural and Engineering Services for the Aviation Community Cultural Center for Fulton County Arts and Culture** for Fulton County.

Except as provided herein, all terms and conditions in the **#11RFP78092K-JD – Architectural and Engineering Services for the Aviation Community Cultural Community Center for Fulton County Arts and Culture** referenced above remain unchanged and in full force and effect.

Sincerely,

Joyce Daniel

Joyce Daniel, CPPB
Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



#11RFP78092K-JD – Architectural and Engineering Services for the Aviation Community Cultural Center for Fulton County Arts and Culture
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Page Two

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

Revisions:

1. **Section 7, Contract Compliance Requirements, Exhibit B-Employment Report** is revised. See Attachment A.
2. **Section 8, Insurance Risk Management Provisions**, is revised. See Attachment B.
3. **Section 10, Exhibits-** is revised. See Attachment C.

Response to Questions:

1. I had noticed in the RFP that it was the Counties objective to obtain some level of certification for the building?

Answer: Yes, if economics allows.

Does this mean that you all are seeking LEED certification and therefore the project needs to be done under LEED certification guidelines and under the guidance of a LEED certified Architect?

Answer: No

2. Sec. 4-19 “Mylar documents” – Will the County accept digital documents instead of Mylar documents? Digital documents will lower production costs and our proposed fee.

Answer: Yes, the County will accept digital documents, but maintains the requirement for Mylars at this time.

3. Sec. 4-32 Audited Financial Statements – We are a small firm and have worked with Fulton County without ever before providing audited financial statements. Their cost to us would be a burden. Will the County accept instead Quickbooks Financial Reports and copies of the firm’s tax documents?

Answer: As stated in the solicitation document, Section 4, Proposal Requirements, 4.4- Technical Proposal Format and Content, Section 5-Proposers Financial Information the proposer will be evaluated as follows:

It is the policy of the County to conduct a review of the A/E financial responsibility in order to determine their capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

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- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposers most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Any financial information submitted will be evaluated and awarded points based on the Evaluation Criteria requirements as stated in Section 5 of the solicitation document. Scores for this criterion can range from 0 to 5, depending on the required information that is submitted for evaluation by the proposer.

4. Sec 8-2 Insurance Requirements - Again, for a small firm, the professional liability insurance requirements are prohibitive for us. Will the County accept what we have always provided before (\$1M/\$2M Per Claim/Per Aggregate)?

Answer: The Insurance and Risk Management Provisions is revised. See Attachment B

5. Sec 4-3 – Site Conditions:

- a. Is the site a brownfield?

Answer: Yes

- b. Environmental Assessment Phase I – Is there to be a Phase 2 Assessment?

Answer: At this time it is not considered.

- c. Will this be a County expense?

Answer: Yes

- d. Will Geotechnical Survey services be required?

Answer: Yes, the County will perform it.

- e. Will they be a County expense?

Answer: Yes

6. Sec 10-4 – Cost Proposal

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Is the Cumulative Cost summary to include LEED, Engineering Services, **AND** Architectural Services? I ask because “Architecture” is not included in the title.

Answer: No. The correct title of the project is **Architectural and Engineering Services for the Aviation Community Cultural Center for Fulton County Arts and Culture**. The Cost Proposal Forms have been revised. See Attachment C.

7. Sec 10-5 – Cost Summary by Discipline

a. Please confirm that the County will provide Building Commissioning and Specifications.

Answer: Yes, the County will provide Building Commissioning and Specifications.

b. Also, shall we include on our design team and also on this Form A, a fee for the design of the permanent Tuskegee Airmen Exhibition?

Answer: Yes.

8. We are in the process of putting together the company information for the above reference RFP. In SECTION 5 – Proposers Financial Information, page 4-32 you are requesting for the financial information if you are submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership. This does not address if your company is a private company (Corporation, Inc.) . Please advise.

Answer: It is addressed in the referenced section. These requirements cover all Proposers, i.e., Corporations, Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership. See response to question 3.

9. Is Phase I of the environmental assessment available for review?

Answer: No, an environmental assessment would not be required or necessary for the this site for any reason.

10. The Exhibit 1 Checklist list items that are needed to be submitted within the proposal. The itemization conflicts with the Technical Proposal Submission Format.

Answer: There is not a conflict in the Checklist; it includes all of the required information that is to be submitted.

Exhibit 1 - Item 6 request Financial Information to be submitted under separate cover. The Technical Proposal submission requirements require that this be submitted as part of the Technical Document. Where do these documents belong?

Exhibit 1 request that printouts of each license be submitted. This is also requested with the Purchasing Forms. Where do these forms belong?

Section 4 Submission Requirements

4.1.2 Copies

Contract compliance exhibits (1) with Technical and one in sealed envelope. Does this mean that one original is BOUND with the Technical Proposal? This also applies to the Financial Information.

Cost Proposal request for one original and one copy in a sealed envelope. I am assuming that both documents are placed in a single envelope.

Answer: Submit required information as follows:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format. Separate sealed envelope.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope. **Do not** include Financial information on the CD with the Technical Proposal submittal.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope. **Do not** include Cost Proposal information on the CD with the Technical Proposal submittal.

All of the envelopes, sealed and clearly marked, can be placed in one envelope for submission.

The Purchasing Forms and License are included in the Technical Proposal submittal.

11. Section 8, Page 8-2 Professional Liability. The requirement for this project is \$2m/\$4m which are extremely high for a project of this size. This requirement would obviously limit respondents due to the major cost increase in coverage requirements. Can Risk Management define why such an increase and would this be lowered to \$1m/\$2m.

Answer: The Insurance and Risk Management Provisions is revised. See Attachment B.

Could the county's OCIP program be utilized for the insurance coverage for A/E services if a \$2m/\$4m requirement is held?

Answer: No

Page 8-4, Indemnification and Hold Harmless Agreement. We passed this chapter by our insurance carrier and they have stated that in order to insure some of the language would need to be amended. We are proposing the following for Risk Management to review.

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or

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costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Answer: The County language will not be modified.

Reference page 2 of Section 8 regarding Professional Liability:

For projects of this size we often see professional liability Per Claim/Aggregate limits of \$1,000,000/\$1,000,000 or \$1,000,000/\$2,000,000. The RFP-required limits of \$2,000,000/\$4,000,000 limits are not typically carried by small to mid-size firms. Due to the expense to secure this level of coverage, this requirement will potentially reduce the number of firms who may pursue this project. As a result, the County will likely pay higher professional fees through reduced competition and/or higher insurance costs passed on through the proposed fees. We believe the County would be better served by reducing the requirements to \$1,000,000/\$2,000,000 for a project of this size.

Would the County accept professional liability Per Claim/Aggregate limits of \$1,000,000/\$2,000,000, or if not, would it accept limits less than the \$2,000,000/\$4,000,000 referenced in the RFP?

Answer: The Insurance and Risk Management Provisions is revised. See Attachment B.

Reference Page 4 of Section 8 regarding Indemnification. Would the County accept the following alternative language for indemnification?

INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

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Answer: The language will not be modified.

12. Page 4-11 “The architect shall provide a detailed Life Cycle Cost Analysis in a format approved by the County.”

Will this be required as a basic service?

Answer: Yes

And if so, is there an example of the format?

Answer: No, the A/E is at liberty to provide their own format.

13. Is the construction funded?

Answer: Yes

14. Pg 4-33, Technical Proposal-Section 6. Availability of Key Personnel. Will hrs./(expressed as a percentage %) be an acceptable format to convey this information?

Answer: Yes.

15. Will the attendees list for the pre-proposal meeting be published by Addendum?

Answer: No, it is posted on the Fulton County website, www.fultoncountyga.gov.

16. Section 7 Fulton County Preference. Are the total points for this item all or nothing? In other words – are there partial points available if the respective firm is located outside of Fulton County, and some (but less than 51%) of the Owners or Employees reside outside Fulton County?

Answer: No partial points will be awarded for Local Preference. The evaluation criterion is 10 points or zero points only.

17. Are the exhibit/gallery designs a part of this scope?

Answer: No

Are you looking for us to include a gallery or exhibit design expert or are you all going to handle that separately?

Answer: No

18. The scope of work from the 2007 RFP mentioned a stage, the current RFP does not but it does mention that the large multi-purpose room will be used for presentations, community meetings and performances. Could you please clarify whether or not a stage of some sort will be required?

Answer: No

19. Regarding the subject project, will the exhibits require any special environmental controls for preservation of sensitive artifacts?

Answer: No and none expected

20. Please clarify the number of copies you would like for this response. Section 4.1.2 requests one original and 5 copies on CD. Does this mean you want one original hardcopy and 5 additional CD's? Please clarify.

Answer: Yes

21. For 4.1.2, do you want the Contract Compliance Exhibits, Financial Information and Cost Proposals each in their individual separate envelopes (for a total of three separate envelopes)? Or do you want all of these documents together in ONE (1) separate envelope?

Answer: Yes, three separate envelopes; then put all of them in one envelope for submittal.

22. Is there an established dollar budget for Construction and Professional Services, and will the County disclose that now?

Answer: The County does not provide budget information on projects.

23. Does the County plan on a formal review and approval period of Documents throughout the Design process at project milestones?

Answer: Reference Section 4, Proposal Requirements, 4.3 Scope of Work Phases 1-4

24. How many review periods will there be and how long is each one?

Answer: Section 4, Proposal Requirements, 4.3 Scope of Work Phases 1-4

25. Who will act as Owner entity for the County?

Answer: Department of Arts & Culture; General Services will coordinate the design, bid, build process.

26. Will the CM Consultant act as the Project Manager; The County will designate a staff person to act as the Projects Project Manager, both the PM/CM, and the A/E shall have Project Managers.

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and will this person have authority to represent the County in decision making during the project phases?

Answer: Yes

27. Will LEED Certification be a project requirement? If so, what level of LEED?

Answer: No, and Not Applicable.

28. Will Commissioning or Enhanced Commissioning then be a requirement of the Project?

Answer: By owner

29. What involvement will the FAA have on this project regarding design review and review durations?

Answer: To be determined

30. Which jurisdiction will have authority for permitting?

Answer: Fulton County

31. What entity will have jurisdictional control over (Water, Sewer, Fire, Life-Safety, etc.)?

Answer: Fulton County

32. Will Geotechnical services be required of the Design Team?

Answer: No, by the owner.

33. Will Surveying services be required of the Design Team?

Answer: No, by the owner.

34. If a current Property survey exists, can it be made available?

Answer: Yes, once the new survey by the owner is completed.

35. Can the County please clarify if the LEED Administration scope of services is in the PM/CM scope (as was stated at the pre-proposal conference),

Answer: No

The A/E Design Team scope of work?

Answer: No, the RFP, Section 1.2, only states that “the County desires some level of certification for the building.” The extent, to which any level of certification can be achieved, if any, will have to be determined during the pre-planning/programming process based on cost.

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36. Will the building be LEED certified?

Answer: Not at this time.

37. Will Fulton County do the LEED Paper work?

Answer: Not applicable

38. Or will that be the responsibility of the Architect?

Answer: Not applicable

39. Will Fulton County do Commissioning?

Answer: Yes

40. Or will that be the responsibility of the Design Team?

Answer: No

41. Will Fulton County consider using Southface Earth Craft Light Commercial Pilot Program in lieu of LEED?

Answer: No

42. Will Fulton County require a museum or display designer as part of the Design Team?

Answer: No

43. Will Fulton County provide material construction testing services and special inspections?

Answer: Yes

44. Will geotechnical services be provided by Fulton County or the Design Team?

Answer: Fulton County will provide the services.

45. Regarding the Cost Proposal Form (specifically section D: Detailed Salary By Discipline) Is this form intended to be used for additional services only?

Answer: No

46. Has there been any program or description of the needs for this facility to date?

Answer: Yes

47. What are the anticipated activities that will take place in/and around the facility?

Answer: Refer to Section 1, Introduction, 1.2 Description of Project; and Section 4, Proposal Requirements, 4.3 Scope of Work.

48. What type of spaces will be included in the facility?

Answer: Refer to Section 1, Introduction, 1.2 Description of Project; and Section 4, Proposal Requirements, 4.3 Scope of Work.

49. Will there be any museum type spaces that require special air conditioning/humidity control?

Answer: No

50. Will there be any multi-purpose type spaces that would require HVAC for large audiences?

Answer: Yes

51. Will there be any requirement for UPS systems and/or generator backup for parts or all of the facility?

Answer: No

52. Will there be any unusually tall spaces in the facility that would require special consideration for the HVAC?

Answer: This is to be determined.

53. Will there be any requirement for theatrical or other performance type dimmable lighting systems?

Answer: No

54. What level of requirement will there be for data/voice systems in the facility?

Answer: The County IT department will provide the systems.

55. Will there be any audio/visual type systems in the facility requiring special power and/or HVAC?

Answer: This is to be determined.

56. Will there be a separate consultant involved for audio/visual systems. Will that fall under our design responsibility?

Answer: No

Answer: Yes

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57. Paragraph 1.2 of the RFP implies at least a minimum LEED certification for the facility. Should we include basic commissioning in our proposal.

Answer: No

58. Will a third party consultant be involved to provide commissioning?

Answer: This will be provided by the owner.

59. What level of security system is required for the facility?

Answer: The industry standard.

60. Should it include perimeter intrusion detection on entry doors, glass break, motion sensors?

Answer: This is to be determined.

61. Should it include CCTV surveillance?

Answer: This is to be determined.

62. Will a separate consultant be used for Paging, Intercom, and Cable TV?

Answer: No

63. Will that work fall under our design responsibility?

Answer: Yes

64. The RFP requires layout drawings for the sprinkler system. Will that work fall under our design responsibility?

Answer: The design contract includes design criteria to meet NFPA requirements for a facility of this type and use. The design will include Fire Protection Zones and Riser locations for coordination with the civil drawings. The design will then be completed by a Fire Protection Contractor that will include design of FP Mains, Branches and head spacing/location based on the information provided.

65. Will the county accept design drawings provided by the sprinkler subcontractor?

Answer: Yes

66. Will the design team be involved in helping the County establish the budget initially?

Answer: Yes, The A/E will provide project cost estimates for Phases 1-4.

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67. Exhibit No. 2's Cost Proposal Form requests a fee amount for Building Commissioning & Specifications. Will the Owner be contracting these services separately, and should we fill in "N/A" for the fee amount for Building Commissioning & Specifications?

Answer: Yes; No (The Cost Proposal Form has been revised)

68. Will the County provide material and testing services?

Answer: Yes

69. We understand that the exhibit design will be provided by the Owner. Will the Architect only provide a shelled space for the galleries?

Answer: The Architect will provide a programmed space for the galleries.

70. Please clarify the construction budget for the project.

Answer: The County does not provide constructions budgets. The architect will be requested to provide construction estimates through the design process.

71. Is the Design Team responsible for FF&E selection?

Answer: Yes.

Will the county purchase FF&E outside of the construction contract?

Answer: No

72. Will the PM provide LEED Consulting services?

Answer: Yes, hence Form A, Cost Summary by Discipline, LEED accredited professional.

73. Energy modeling services?

Answer: No, not energy modeling per se, see project description Section 1, item 1.2.

74. When will the selection of the Design Team be made?

Answer: This is to be determined later.

75. Has the Program Manager been selected yet?

Answer: This is to be determined.

If so, what is their identity?

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Answer: This is to be determined.

76. What will be required of the Design Team with regard to ARRA reporting?

Answer: Nothing, the County will do it.

77. Will the county lease the site lighting through Georgia Power Co. or purchase it under the construction contract?

Answer: The County will purchase.

78. Will the project be divided into multiple bid packages?

Answer: No

79. Section 4.4 Technical Proposal Format and Content requires audited financial statements for the last three years. For Firms that are not typically required to provide “audited” financial statements, will a “reviewed” financial statement be acceptable?

Answer: Requirements specified in the solicitation are required for evaluation of Financial Information.

80. Our Firm normally maintains a \$2 million Professional Liability policy. Will that be sufficient or will we have to purchase additional insurance for this project?

Answer: The Insurance and Risk Management Provisions have been revised. See Attachment B.

Will the cost of this additional insurance be a reimbursable expense?

Answer: Not applicable.

81. Does the county have specific schedule constraints (for example funding)?

Answer: No

82. Should energy modeling be included in the proposal, and should we include a fee amount for energy modeling under “Other” of Exhibit No. 2’s Cost Summary by Discipline?

Answer: No, see revised Cost Proposal Form.

83. Will a life-cycle cost analysis be required in the scope?

Answer: Reference Section 4, Proposal Requirements, 4.3 Scope of Work, 3. Phase 3- Design Development, d. states “The Architect shall provide a detailed life-cycle cost analysis in a format approved by the County.”

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84. Will decommissioning be required in the scope?

Answer: No

What product or system will be decommissioned?

Answer: Not applicable.

85. Please confirm that medical equipment will not be required in the scope, and that a Medical Equipment Schedule will not be a required for this project?

Answer: No medical equipment is required in the A/E scope. The County will provide an AED (defibrillator)

86. Just confirmation, I am a licensed architect providing a combination of LEED consulting administration services/programming/QA and QC work on a few teams in pursuit of the Aviation Center projects as a sub-contractor. Am I required to have professional liability insurance for this project?

Answer: The Prime Consultant, Joint Venture, LLC are to meet all requirements for the project; if you are a sub-contractor the Prime Consultant, Joint Venture, LLC will have their specific insurance requirements for their sub-contractors that they will be selecting for project.

ATTACHMENT A

Exhibit B – Employment Report

Revised

EXHIBIT B - EMPLOYMENT REPORT

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

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not of Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
FIRST/MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS																			
OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
TOTAL																			

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ Date Completed: _____

ATTACHMENT B

Section 8 Insurance and Risk Management Provisions

Revised

**Insurance and Risk Management Provisions
Architectural and Engineering Services for the Aviation Community
Cultural Center for Fulton County Arts and Culture**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

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

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

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

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

Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. UMBRELLA LIABILITY	Each Occurrence	\$1,000,000
(In excess of above noted coverages)		

5. PROFESSIONAL LIABILITY

Per Claim/Aggregate \$2,000,000/\$2,000,000

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

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

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

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

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

SECTION 8

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

ATTACHMENT C

Section 10
Exhibits

Revised

**SECTION 10
EXHIBITS**

- **Exhibit 1:** Required Submittal Checklist
- **Exhibit 2:** Cost Proposal Summary
Form A: Cost Summary by Discipline
Form B: Detailed Salary by Discipline

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

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

Submit one (1) Original proposal and five (5) CD's as required in Section 4.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (√)
1	One (1) Proposal marked "Original", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Project Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offeror Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) 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 Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1	

Section 10 #011RFP78092K-JD - Architectural and Engineering Services for the Aviation Community Cultural Center for Fulton County Arts and Culture Request for Proposals

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

	Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (Non applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (Applicable)	

EXHIBIT NO 2 - COST PROPOSAL FORM

These forms shall be completed and attached to your detailed cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

1. CUMULATIVE COST SUMMARY FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE AVIATION COMMUNITY CULTURAL CENTER FOR FULTON COUNTY ARTS AND CULTURE

- A. **TOTAL COSTS:** Costs include all services and direct and indirect expenses as indicated for complete design and engineering, bidding and construction administration. The Proposers certifies that it has been provided with all information necessary to develop the fee amount for all services, direct and indirect expenses. Proposed Fee shall be quoted in lump sum dollars. A proposed amount for an allowance for Reimbursable Expenses shall also be provided, to be billed at cost on a not-to-exceed (NTE) basis. See Form A.

FEE AMOUNT (Lump Sum):	\$ _____
OWNER ALLOWANCE	\$50,000.00
TOTAL PROPOSAL COST:	\$ _____

- B. **TOTAL COST BY PHASE SUMMARY:** The above lump sum Fee and not-to-exceed amount for Expenses is divided by each phase as follows:

PHASE	FEE AMT	%	TOTAL
Phase 1-Programming	_____	_____	_____
Phase 2-Schematic Design	_____	_____	_____
Phase 3- Design Development	_____	_____	_____
Phase 4- Construction Documents	_____	_____	_____
Phase 5-Bidding Support	_____	_____	_____
Phase 6-Construction Administration	_____	_____	_____
TOTAL:		100	

C. COST SUMMARY BY DISCIPLINE:

The lump sum Fee and not-to-exceed amount for Reimbursable Expenses is divided by disciplines as follows.

DISCIPLINE	FEE AMOUNT
Architectural Design & Specifications	\$
Interior Design & Specifications	\$
Furnishings Space Planning & FF&E Specifications	\$
Civil Engineering & Specifications	\$
Structural Engineering & Specifications	\$
Landscape Design & Specifications	\$
Electrical Engineering & Specifications	\$
Security/Fire Alarm/Communication Engineering & Specifications	\$
Plumbing Engineering & Specifications	\$
Fire Protection Engineering & Specifications	\$
Mechanical Engineering & Specifications	\$
Hardware Selection & Specifications	\$
ADA Compliance & Specifications	\$
Construction Cost Estimation	\$
LEED Accredited Professional	\$
Building Commissioning & Specifications (by County)	\$ N/A
Reimbursable (NTE), see Exhibit 2, Item 1A	
TOTAL	\$

D. DETAILED SALARY BY DISCIPLINE:

Personnel hourly rates for each staffing position to be used in performing the work, for each discipline indicated in the RFP, must be provided. The proposed rates will also apply to Additional Services, if such services are authorized by the County during the contract period.

Use a separate page for each discipline even when one firm is providing more than one discipline for the total services.

STAFFING POSITION (indicate if registered professional)	Hours	Hourly Cost	TOTAL HOURLY SALARY EXPENSE
	X	=	\$
TOTAL			

DISCIPLINE: _____

FIRM NAME: _____

#11RFP78092K-JD – Architectural and Engineering Services for the Aviation Community Cultural Center for Fulton County Arts and Culture
Addendum No. 3
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ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Monday, May 9, 2011 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, _____ day of _____, 20__.

Legal Name of Bidder

Signature of Authorized Representative

Title