



Department of Purchasing & Contract Compliance

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

Fulton County, GA

August 4, 2011

Re: #11RFP79559K-DJ, Construction Management At Risk Services for Five (5) New Branch Libraries for Atlanta-Fulton Public Library System Capital Improvement Program – Phase I

Dear Proposers:

Attached is one (1) copy of Addendum 3, hereby made a part of the above-referenced Request for Proposal (RFP).

Except as provided herein, all terms and conditions in the RFP referenced above remain unchanged and in full force and effect.

Sincerely,

Donna Jenkins

Donna Jenkins
Chief Assistant Purchasing Agent

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



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

I. CLARIFICATIONS

A. Section 1, Item 1.1, County Objectives (page 1-2), bullet point #5 shall be changed to read:

“The County requires the CM at Risk firm to utilize the Contract Management software that will be purchased by the County. The software will be web based. The County will provide the CM at Risk with one seat for the software - CM at Risk shall be responsible for all other software seats they will need. The County will provide general training to one member of each CM at Risk firm, any further training required by CM at Risk will be the responsibility of the CM at Risk firm. It will be required that the Contract Management software contain all project correspondence, including but not limited to, transmittals, submittals, Requests for Information (“RFI’s”), RFP’s, document control, change orders, letters, memorandums, meeting minutes, phone logs, e-mails, letters, etc. The CM shall provide scheduling software in either Microsoft Project (2007 or newer) or Primavera P6. The Scheduling software shall contain all schedules during pre-construction and construction phases of project.”

B. Exhibit B, Required Proposal Submittal Check List for Request for Proposal (RFP), Item #1 shall be revised to read:

1	Technical Proposal. See Section 3, Items 3.1 through 3.4	
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C. Section 1, item 1.11 shall be revised to read:

“1.11 PROHIBITION OF FUTURE CONTRACTS

1.11.1 Prime Contractor

The Prime Contractor selected to provide Construction Management Services, including any members of the selected Joint Venture (“JV”) shall not be eligible to perform any other services within this program, during the term of this Contract or any extension thereof. Services for which selected Prime Contractors are ineligible include; design services, FF&E Consultants Services, Technology Consultants Services, Wayfinding Consultant Services, Construction Phase Inspection Services on Owners behalf, Geotechnical, Material Testing and Special Inspections services.

1.11.2 Sub-Contractor/Consultant

Sub-Contractors and Consultants to Prime Contractors described in 1.11.1 shall not be eligible to perform design or construction management services under any circumstances where a conflict of interest exists or may potentially exist. A conflict of interest shall be defined as a review function of any work performed under the oversight of Prime Contractor’s Program Management, Architectural Team, FF&E Design Consultant Services, Technology Consultant Services, Wayfinding Consultant Services, Construction

Phase Inspection Services on Owners behalf, or Geotechnical, Material Testing and Special Inspections services. In these circumstances the subcontractor/consultant shall not propose to work on that project.

1.11.3 Employee

Employees of the selected Prime Contractor or Sub-Contractor/Consultant are advised to avoid conflicts of interest. Full disclosure of their involvement in the project shall be made, should they decide to propose on other projects within the Program.”

D. Section 3, item 3.6 shall be revised to read:

“3.6 SCOPE OF SERVICES TO BE PROVIDED BY OTHERS

The County will obtain services, under separate contracts, of a variety of consultant resources and services including, but not limited to, the following:

- Architectural and Engineering (A/E) Firms.
- Design Consultants for Furniture, Fixtures and Equipment (FF&E), Wayfinding, and Technology.
- Construction Field Monitoring and Inspection Services.
- Geotechnical, Material Testing and Special Inspection Consultants.
- Environmental Consultants.
- Planning Consultants.
- Land Acquisition.
- Countywide / Enterprise IP Access Control & Video Surveillance System and Maintenance Program.

The Program Management Team (PMT) will assist the County in providing Program schedule, project controls, coordination of technical work, and management oversight of these Consultant teams, as requested.”

E. Section 6, item 6.2, paragraph one shall be revised to read:

“In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information, per Special Instructions shown in Section 6, item 6.1, **shall** result in the proposal being deemed non-responsive.”

F. Section 2, item 2.1, the definition for Subcontractors shall be change to:

“Subcontractor – An individual, firm, corporation or any combination thereof, having direct contract with Contractor (CM) for the performance of a part of the work.”

G. Cost Proposals Forms shall be revised per Attachment A to Addendum No. 1.

H. Section 8, Bid Bond shall be revised per Attachment B to Addendum No. 1.

II. Question & Answers

- Q1: Are Payment and Performance Bonds required to be submitted with the RFP response or is this intended to happen when the GMP Amendment is signed?
- A1: **Payment and Performance Bonds are required prior to execution of the GMP Amendment, not at time of RFP response. See Section 9 (Bonding Requirements), page 9-1.**
- Q2: Will liquidated damages apply during the Pre-Construction Phase, or only once the GMP is signed?
- A2: **Liquidated damages apply to Substantial Completion and Final Completion, please refer to Section 00700-96 (Contract and Liquidated Damages), paragraphe.**
- Q3: The RFP cost section requires to submit the fee for construction as a percentage. The GMP Amendment calls for the fee to be expressed as a lump sum. Will the percentage fee later be converted to lump sum once GMP is arrived at?
- A3: **Yes.**
- Q4: In order to assist with Insurance Pricing and Builders Risk Quotes, could you please provide an address or location for each of the 5 projects being issued as part of this RFP?
- A4: **Addresses / locations for sites will not be available to proposers at time of response submission. Fulton County will be providing Builders Risk and an OCIP during construction phase of project. Please refer to Section 7 (Insurance and Risk Management Provisions), paragraphs 7.3 (Bidding Instructions Relative to the Owners' Wrap-Up Program) and 7.5 (Other Insurance Provided by Fulton County as Follows:).**
- Q5: In section 3, subsection 14 "Cost" (page 3-9) it states, "The proposer will be submitting (1) Pre-Construction Lump Sum Cost" (Form A) and (2) Construction Fee Percentage (%) (Form B). The respondent with the lowest total preconstruction cost will receive the full 5 points. In Volume 2 of 3 (page 2) Form A is stated "Pre-Construction *Lump Sum* Costs". The actual bid form (Form A), paragraph 1, lines 3 and 4 contain the following words "for a cost not to exceed" which appears to be a GMP, not a lump sum. Which is it??? Further, the same paragraph on the bid form states "...General Conditions and Fees". The second paragraph states to "furnish all pre-construction cost for the following lump sum *fee*." Line 1 states to fill in the Pre-Construction *Services* Cost. Is the CM @ Risk's FEE to be included in the cost in paragraph one (along with all other *Services* costs) and then broken out and inserted separately into Line 1 *Services*? Are two separate numbers/costs desired? If so, do the full 5 points go to the lowest total of the 2 numbers? And also please confirm the two blanks immediately under bid item (where we write a number and type a number) is just to be the number inserted into the "1" discussed immediately above and not the number in paragraph one.
- A5: **1.) Please see revised cost proposal forms contained in Addendum No. 2 (Attachment A), Pre-Construction Services Cost is to be an all inclusive not to exceed price for pre-construction services. 2.) See paragraph 1 of Cost Proposal Form, Form A contained in this Addendum (Attachment A). 3.) One all inclusive not to exceed Pre-Construction**

Phase Services cost is requested. Please see revised Cost Proposal Form, Form A contained in this Addendum (Attachment A).

- Q6: Regarding Bid Form B - Paragraph 1 appears reasonably clear that the blank to fill in is a Fee % for the work. However the second paragraph up to and including "1. Construction Fee % ____" also includes the words "additional work / change orders..." while also including the work in paragraph one. THEN the two blanks immediately below require us to state in numbers and then words. Please confirm that future "additional work and change orders" will incorporate the fee % that is inserted in line "1." and not the % inserted in the paragraph portion (if two different % are inserted in each of the two blanks) (which would then be very confusing).
- A6: Please see revised Cost Proposal Form, Form B (Attachment A). Fee % is the fee that will be applied to GMP and any other change order work during the construction phase (in compliance with General Condition's section 00700-87).**
- Q7: Section 1 under County Objectives, button 5, lines 3 and 4 states "The CM shall be responsible for all seats on Contract Manager and Scheduling software that they require." 00800-1 of Supplemental Terms, part 1 on line 3 states "CM is responsible for purchasing any additional seats..." What is the cost of each additional seat for bidding purposes for Pre-Construction?
- A7: 1.) Please see Addendum No. 2, Clarification item A. 2.) For purposes of bidding, please use \$1,000.00 / additional seat (one year term) for Project Control Software.**
- Q8: Please provide physical addresses for the five libraries to be built, per 1.1, Project Description. Reference RFP Section 1, page 1-1.
- A8: Please refer to question #4 answer.**
- Q9: Reference Section 2, page 2-8. Item 2.4 indicates that duration for preconstruction services will be 365 days from Notice to Proceed. Is there a schedule requirement for pre-con meetings, for instances, every week, every other week, etc.?
- A9: Please see Section 00700-92, Scope of Work.**
- Q10: Is the 35% burden rate negotiable?
- A10: Labor burden rate to be per 00700-95, #4.**
- Q11: Are the LD's the same regardless of the size of library and are they negotiable? Or capped?
- A11: Liquidated damages for the Group 1 library projects shall be per 00700-96. The Liquidated damages do not have a cap.**
- Q12: The Contract states that the GMP will be delivered 7 days after the 50% CD's are delivered. This does not allow enough time to advertise on the Fulton Website, nor provide enough time to properly evaluate the information for a complete bid. Can or will this be changed?
- A12: Please refer to Section 6, item 6.1, B. - "...if bid packages are not ready by 50% Construction Documents, the CM shall utilize their internal estimating resources to estimate line items mentioned previously in order to submit their complete and detailed GMP Pricing at 50% Construction Documents."**

Q13: The RFP states (on page 1-2) that there are a total of 10 total branch projects as part of phase 1, 5 of which are part of this RFP. It was stated in the pre-proposal conference that there are three groups of projects - please confirm that this RFP is only for Group 1 Projects (Alpharetta Branch Library, East Roswell Branch Library, Northwest Atlanta Branch Library, Stewart-Lakewood Branch Library, Wolf Creek Branch Library). Will there be two more RFP's coming out with groups 2 and 3.

A13: RFP #11RFP79559K-DJ is for five new libraries - see Section 1, page 1-1. It is the County's intent to issue two more CM at Risk RFP's for the final five projects in Phase 1 of the Atlanta-Fulton Public Library System Capital Improvement Program.

Q14: In order to assist with the PreCon Lump Sum pricing, could you please confirm the duration for the preconstruction phase will be 365 calendar days as listed on the Cost Proposal Form A – Preconstruction Costs.

A14: The term of the contract for pre-construction phase services will be 365 calendar days, reference Section 2, item 2.4. Please also refer to response to question #29.

Q15: The RFP requests a GMP Estimate at 50% CD's. Will this be the only estimate required to be submitted during the Pre-Construction phase?

A15: No. Please see General Conditions, 00700-92 Scope of Work.

Q16: The Cost Proposal Form, Form B – Construction Fee % Form requires a Bid Bond as a dollar amount. Please confirm the Bid Bond shall be 5% of our fee based on the listed budgets in Section 8 on page 8-1.

A16: Please see Section 8 (Bid Bond), page 8-1. Section 8 was revised in Addendum No. 2, Attachment B.

Q17: Will the County accept any modifications to the form of the contract?

A17: Reference Section 2 (Instructions to Proposers), item 2.30. The County reserves the right to make revisions and modifications.

Q18: The Contract Compliance forms exhibit B, C, and D require that we identify subcontractors at this time. This does not appear to be a practical request until it is time to solicit and award subcontracts. How should this be handled in the RFP response?

A18: Please reference Section 6, 6.1, A (Pre-Construction). Subcontractors referenced in this item are not trade subcontractors that will be performing construction phase work, but subcontractors to the CM that will be providing services during pre-construction. For example, if the Proposer intends to utilize a firm to perform the BIM software work, this would be considered a subcontractor for the Pre-Construction phase.

Q19: Which package of the proposal response do the Proposal Forms (A through H) get submitted with? The Contract Compliance exhibits?

A19: Contract Compliance documents should be submitted per instructions given in section 6.2, page 6-4.

Q20: We are working with a firm that we have partnered with before in the submission of our response to this RFP. This firm will provide part of the project team during construction. They

will be working with us under a subconsulting agreement that covers all the business terms of the arrangement. Their firm is located in Fulton County. We are not. Will this arrangement provide us with the local preference 10 points, or must it be a different arrangement.

A20: NO. Whenever a proposal or bid is submitted by a partnership or joint venture, the local preference provided for in this section shall be awarded if the proposer or bidder, or any member of the proposer or bidder, defined as a business that is a signatory to the partnership or joint venture agreement, has a business location within Fulton County. No local preference shall be given on the basis of the business location of any other affiliated business, subcontractor, or consultant.

Q21: The technical proposal is limited to no more than 30 pages printed on 2 sides. Is this 15 sheets with 30 pages of data (2 sided sheets) or can it be 30 sheets with 60 pages of data?

A21: Thirty sheets of paper printed on two sides are what is referenced in the second paragraph of Section 3 (Proposal Requirements), item 3.4 (Technical Proposal Format and Content).

Q22: Reference section 5, item 5.1. Per this section, Form C1 is required in order to be deemed responsive to this RFP. In order to be have competitive bidding among bidding subcontractors, this information is not known at this time. Please advise the intent of this form.

A22: Form C1 is required to be turned into Fulton County Purchasing & Contract Compliance once the Utility Contractor is selected for construction. It is not due at time of RFP submission.

Q23: Reference Section 6, item 6.2. Per this section, Exhibit C is required in order to be deemed responsive to this RFP. In order to be have competitive bidding among bidding subcontractors, this information is not known at this time. Please advise the intent of this form. Would this apply only to a company or consultant known at the time of submitting RFP? Do we fill in Prime Contractor information and indicate to be completed at Pre-Construction Phase, 50% Construction Document Phase and 100% Construction Document Phase?

A23: Please refer to Section 6, Item 6.1, A., B., and C. to determine when Contract Compliance Exhibits are required. Exhibit C is required at time of proposal submission and shall contain any subcontractors that the proposer will be using during pre-construction.

Q24: Reference section 6, item 6.2. Per this section, Exhibit D is required in order to be deemed responsive to this RFP. In order to be have competitive bidding among bidding subcontractors, this information is not known at this time. Please advise the intent of this form. Would this apply only to a company or consultant known at the time of submitting RFP? Do we fill in Prime Contractor information and indicate to be completed at Pre-Construction Phase, 50% Construction Document Phase and 100% Construction Document Phase?

A24: Please refer to Section 6, Item 6.1, A., B., and C. to determine when Contract Compliance Exhibits are required. Exhibit D is required at time of proposal submission and shall be from subcontractors that the proposer will be using during pre-construction.

Q25: Reference section 6, item 6.2. Exhibits G & H are noted to be completed if awarded project. In the same paragraph it notes that Exhibits H and EBO Plan are to be placed in a separate sealed envelope, clearly marked "Contract Compliance". Please confirm is the intent to fill in the information that is known at the time of the RFP bid, for instance Prime Contractor information only. Do we fill in Prime Contractor information only. Do we fill in Prime Contractor information and indicate to be completed at Pre-Construction Phase, 50% Construction Document Phase and 100% Construction Document Phase?

A25: Please refer to Section 6, Item 6.1, A., B., and C. to determine when Contract Compliance Exhibits are required.

Q26: Reference Section 6, items 6.1 A, B, C. Exhibits A, B, D are noted to be completed by each subcontractor during the Pre-Construction Phase, 50% Construction Document Phase and 100% Construction Document Phase. Is the intent to fill out these forms at each phase noted above for the subcontractor or vendor that is potentially low bidder at the time of each bid phase?

A26: Yes, please refer to Section 6, Item 6.1, A., B., and C. to determine when Contract Compliance Exhibits and Forms are required. It is the intent that Exhibits A, B and D be filled out at each phase, as indicated in Section 6, 6.1, A., B., and C., for the actual subcontractors to be used.

Q27: Reference section 6, items 6.1 A, B, C. Exhibits A, B, D are noted to be completed by each subcontractor during the Pre-Construction Phase, 50% Construction Document Phase and 100% Construction Document Phase. Is the intent to fill out these forms at each phase noted above for only the major subcontractors, site, site utilities, concrete, mechanical electrical, plumbing and structural steel.

A27: Please see answer to question #26.

Q28: Reference General Conditions 00700-108. Can you provide a definition for required Escrow Documents? Is this back-up information, as it relates to cost only for items Proposers are submitting for preconstruction services and fee?

A28: See Section 00700-108.1 and 00700-108.4 for definition of Escrow Documents.

Q29: Reference Section 6, page 6-1. Does the pre-construction phase end when a GMP is submitted and agreed upon at 50% Construction Document Phase or at the end of 100% Construction Document Phase?

A29: Please see General Conditions, 00700-92, Scope of Work (first paragraph).

Q30: Reference Section 6, page 6.1. Are there specific estimate deliverables required during the pre-construction phase?

A30: Please see General Conditions, 00700-92, Scope of Work.

Q31: There are 4 submissions mentioned in the RFP for each library; a) Technical Proposal, b) Contract Compliance Exhibits, c) Financial Information, d) Cost Proposal. Which one of these does the JV Partnership agreement, Proposal Forms and Safety Plan get submitted with? And do any of them get counted in the Technical Proposal page limit?

A31: 1.) The JV Partnership Agreement is a Contract Compliance Exhibit and shall be submitted as one (1) original with the hard copy of the Technical Proposal and an additional copy in a separate Sealed envelope along with all other Contract Compliance Exhibits. (reference Section 3.1.2, page 3-2.) 2.) Proposal Forms (Section 5) shall be placed in Technical Proposal. 3.) Safety Plan shall be placed in Technical Proposal. 4.) The JV Partnership Agreement, Proposal Forms (Section 5) and Safety Plan are not included in the Technical Proposal page limit, reference Section 3, item 3.4.

Q32: On the Contract Compliance Documents where it asks for subcontractor names and information, can we put N/A for this submission, considering that it is not until 50% CD's we start naming our subs?

A32: Yes. Please see response to question #15. If Proposer has no subcontractors during a particular phase, as listed in Section 6, 6.1, A., B., and C., inserting N/A is acceptable.

Q33: Will forms such as the Disclosure Form and E Verify form be filled out by each of the parties to a joint venture?

A33: Yes.

Q34: Does the financial information count as pages in the limit of the technical proposal?

A34: Financial Information requested in RFP does not count toward the page limit in the technical proposal.

Q35: If submitting as a JV, can the bid bond be issued by one partner of the JV or does it have to be issued by the JV?

A35: Bid bond can be issued by one JV partner.

Q36: Please confirm that the 30 page limit applies to section 3.4, Section 1 through 7, 9, 11, 12 and 13. We assume that the Financial Information submitted with the Technical Proposal and the Disclosure form, submitted with the proposal forms do not count in the 30 page limit.

A36: Please refer to Section 3, item 3.4. The Financial Information and Disclosure form will not count in the 30 page limit indicated for Technical Proposal.

Q37: Please confirm that we have to submit a separate technical, contract compliance, cost and financial information for each library.

A37: Yes, please see Section 3, item 3.1.2 (Number of Copies).

Q38: Please confirm the number of copies and format.

A38: Please see Section 3, item 3.1.2 (Number of Copies).

Q39: Yes, please confirm Exhibit C will only state "to be determined" (if no subs are identified for initial proposal), and list of primary subs and their associated compliance documents shall not be required until 50% complete. Full list of sub-contractors to be provided within 8 weeks after receipt of 100% drawing completion?

A39: Please see Section 6, Item 6.1, A., B., and C. for Contract Compliance Exhibit requirements during different phases. See also response to answer #32.

Q40: Do you want all documents for each branch library to be boxes separately?

A40: Yes.

Q41: In regards to page 2-10 (part 2.10): our firm does not hold a utility license but will be subcontracting this work. Utility Subcontractor will provide their license to Fulton County upon reaching 50% completion of drawings. Do we need to note that on the proposal or is it understood?

A41: See response to question #22.

Q42: Is there a Minority and Local Participation goal that must be met for this project/must be included in this proposal? In the pre-proposal conference it was stated that sub consultants will not need to be finalized until the construction documents are at 50% - if we do not have to make a decision on sub consultants at this point in the bid process are we still required to meet a minimum MBE goal? If so, how do we go about filling out forms that ask for information regarding sub consultants (Form G, Exhibit B, Exhibit C, Exhibit D)?

A42: Fulton County does not have MFBE goals. The forms referenced are not due until 50% completion of construction documents.

Q43: Section 3, page 3-9, Item 3.5 Cost Proposal Format and Content, Section 1 Introduction: This item requests an outline of the cost proposal and shall include hourly rates of CM's proposed staff for both Pre-Con and Construction phases. Since we are only submitting a Fee based on percentage and Lump Sum Preconstruction, please confirm this item will not be required to be submitted.

A43: Include hourly rates on the staff that the Proposer will be using for pre-construction phase services in the Introduction of Cost Proposal Form, Form A. Include hourly rates on the staff that the Proposer will be using for construction phase services in the Introduction of Cost Proposal Form, Form B. Reference Section 3, item 3.5, 1 - Introduction.

Q44: Section 6, page 6-7, Exhibit C – Schedule of Intended Subcontractor Utilization: Please confirm this Exhibit will not be required to be submitted as a part of this RFP Response. As no drawings or scope of work has been released, we cannot determine what trades and which subcontractors will need to be utilized for the construction of this project.

A44: Please see response to questions #23 and #32.

Q45: Section 6, page 6-18, Form 2: Please confirm this form will not be required to be submitted as a part of this proposal as we do not have enough information at this time to determine construction positions that will be available.

A45: First Source Jobs Program Information, Form 2 is required at time of RFP submission. See Section 6, item 6.1, A., B. and C.. Please include anticipated entry-level positions. At 50% Construction Documents Phase, shall refine (based upon any updated information) First Source Jobs Program Information, Form 2 for the final submission of this document.

Q46: General Conditions page 48 of 55, Section 00700-108.1 Escrow Documents requires a copy all documents used to generate the proposal to be turned in within (10) ten calendar days after receipt of proposal. Please confirm this will not be required for the RFP submittal.

A46: Confirmed. Escrow Documents are required ten (10) calendar days after Fulton County receives the Proposals per General Conditions, 00700-108.1.

Q47: 3.1.2 Asks for one original and 5 copies in pdf format. Do you mean 1 hard copy original and 5 electronic CD copies OR 1 hard copy original, 5 hard copy duplicates and 1 electronic CD copy?

A47: Per Section 3, item 3.1.2, Fulton County is requesting one (1) hard copy original of the Technical Proposal and five (5) CD's, each containing PDF files of the Technical Proposal. For additional information on numbers of copies, please refer to Section 3, item 3.1.2 for requirements for Contract Compliance Exhibits, Financial Information, and Cost Proposals.

Q48: Please clarify which forms are required to be completed by subcontractors (i.e. mechanical sub, electrical sub, drywall sub, etc.) to be in compliance with our initial RFP submittal? We understand some forms will be required once an award has been made and the project is at 50% and 100% CDs, but they are not required for the initial CMAR selection.

A48: Please refer to Section 6, 6.1, A., B., and C.. Please also refer to responses to questions #23, #24, #25, #26, #27, #32, #39, and #45.

Q49: The 30 double sided page limit (60 pages total) states that covers and dividers are included in the count. Will you exclude those items from the total page limit?

A49: Covers and Dividers will not be included in the Technical Proposals 30 page (printed on two sides) count.

Q50: Section 5 (proposal forms), Section 6 (Contract Compliance), Section 7 (Insurance) and Section 8 (Bid Bond) are excluded from the page limit. Will you also exclude the JV agreement from the total page limit?

A50: Yes.

Q51: Reference Section 8. Page 8-2, Bid Bond Form indicates that within 10 calendar days after written notification from the County for the award of contract, to provide Payment and Performance Bonds payable to the County in the amount of 100% of the total contract amount. However, Section 9, page 9-1, and Section 2, page 2-12 both indicates that the Payment and Performance Bonds are required prior to the execution of the GMP Amendment. When are the Payment and Performance Bonds required, ten days after award of preconstruction services or when GMP Amendment for construction services is agreed upon?

A51: Please see revised Bid Bond, attached to Addendum #2. See Section 9, Bonding Requirements, page 9-1, Payment and Performance bonds are due prior to execution of GMP Amendment.

Q52: Reference section 8. Page 8-2, Bid Bond Form indicates that within 10 calendar days after written notification from the County for the award of contract, to provide Payment and Performance Bonds payable to the County in the amount of 100% of the total contract amount. Relative to the answer above, are Payment and Performance bonds required for

preconstruction services award amount since it is the initial contract. If this is correct, will the Payment and Performance bonds be increased later to reflect GMP amendment agreement amount at least ten days prior to it's execution? Please clarify process.

A52: No, See Section 9, Bonding Requirements, page 9-1. Payment and Performance Bonds are due prior to execution of GMP Amendment.

Q53: Reference section 2, page 2-20. Item 2.3, #9 indicates that all Bid Bonds submitted need to remain in effect for at minimal 60 days and that if an Offerer is unlikely of being selected for contract award will be released from proposal a the 60 day mark. Please confirm this interpretation is correct.

A53: Yes.

Q54: Reference section 7, item 7.3. Paragraph 1, indicates that all Bids include costs for General Liability and Excess Liability. Please clarify, the RFP requires a cost for pre-construction costs and construction fee. Is the intent to include insurance costs for preconstruction services only and insurance for construction costs will be addressed later after contract award?

A54: Yes, the CM's insurance costs need to be included in the Pre-Construction cost asked for in the Cost Proposal Form, Form A. During GMP development, the selected CM shall include insurance costs in their estimates, once enrolled in the Owner Controlled Insurance Program (OCIP), the costs for General Liability and Excess Liability will be backed out of those estimates/contract amount following the steps laid out in Section 7, item 7.3.

Q55: RFP, Section 7.5 indicates that Fulton County will procure the Builder's Risk on the projects. Please confirm that the CMAR and subs of every tier will be included as additional insured, and that a waiver of subrogation will apply. Additionally, please provide a copy of the policy for review.

A55: Fulton County will be the first Named Insured on the builders risk policy. The CMAR and all eligible and enrolled subcontractors of every tier will be provided coverage under the builders risk policy, including Waiver of Subrogation.

Q56: The General Liability Wrap-Up manual states that the Excess Liability insurance limit is "TBD". Please provide these limits.

A56: The limits for the Excess Liability Policy to evidence limits of \$15,000,000 per Occurrence / \$15,000,000 Aggregate.

Q57: Are we to interpret that the fee % is to include our profit, our jobsite staff and jobsite office expenses, and corporate overhead only? Or is it supposed to include other items traditionally considered General Requirements such as Dumpsters, Temp Power for construction, Construction Clean-up, Portable Toilets, Hoisting, etc. We have assumed those type of job specific General Requirements will be Cost of the Work items in the GMP. We have also assumed costs for Bonds and Insurance will be Cost of the Work items within the GMP and should not be included in the fee. Please verify.

A57: Construction Fee percentage (%) requested in Cost Proposal Forms, Form B shall cover the CM's overhead and profit. Please see revised Cost Proposal Forms in Addendum #2, Attachment A.

Q58: We note that the you intend to select a different CM for each of the projects. We also note that one of the projects is anticipated to be 15,000sf of new construction while the other four are all anticipated to be 25,000sf of new construction. Should we provide separate fee proposals for the 15,000sf and 25,000sf options? If so, are any revised proposal forms going to be issued or should we just turn in two different proposals on the same form provided?

A58: 1.) Please reference Section 1, item 1.1 – “...The County reserves the right to award each new library project contained in this RFP to a different CM at Risk firm. ...” 2.) If Proposer is proposing on multiple projects, separate Form A and Form B must be submitted for each project/library. Reference Cost Proposal Forms cover sheet and Section 3, item 3.5. 2.) Cost Proposal Forms have been revised in Addendum No. 2.

Q59: Reference Section 3.4, Technical Proposal Format and Content, paragraph 2, "The Technical Proposal should be mechanically bound and should be limited to not more than 30 pages printed on two sides, including covers and dividers. Forms and requirements from Section 5 (Proposal Forms), Section 6 (Contract Compliance), Section 7 (Insurance) and Section 8 (Bid Bond) are NOT to be included in the page count." Can the following be considered attachments requested and therefore not going to counted against the technical page count???? a) Section 3, Sub Section 2, paragraph 1, "Proposer shall provide examples Pre-Construction services and schedule development from previous jobs and the resulting advantages/value to the project and Owner. b) Section 3, Sub Section 3, paragraph 2, "provide samples/examples of your Quality Control Program inclusive of applicable documentation. (A sample QC program can be multi-page) c) Section 3, Sub Section 4 - "Proposer shall provide no more than 3 examples from previous jobs and the resulting advantages to the project and Owner. (could be 2-3 pages). d) Section 3, Sub Section 7 - "Proposer shall provide a list of outstanding projects.....on open project workload." (could be multi-pages)

A59: Items referenced in a), b), c), and d) are included in Technical Proposal page count, reference Section 3, item 3.4. Pleaser also reference Addendum No. 2, Attachment C, of this addendum and response #21, #31, #34, #36, #49, and #50.

Q60: Reference, Insurance and Risk Management Provisions (Section 7), subsection 7.2, paragraph 3, "The CM @ Risk shall be required to provide Fulton County-Risk Management Division, with a written safety plan prior to the start of any on-site work." Is a Safety Plan or a comprehensive accident and loss prevention plan required to be included in the Proposal Response?

A60: A Safety Plan is required at time of RFP, in compliance with Section 7, item 7.2.

Q61: As the OCIP is for 5 projects we would like to know if the GL/Excess Limits are Per Project or one set of limits for all projects.

**A61: The GL Limits are re-instated annually during the course of the project.
The Excess Liability limits are for all projects.**

Q62: Is the General Liability and Excess Liability General Aggregate an Annual Aggregate.

A62: The GL is an Annual Aggregate and the Excess Liability is a General Aggregate during the course of construction

Q63: Item 2 – What are the Excess Liability Limits as they are TBD in the manual.

A63: The Excess Liability Limits are \$15 Million.

Q64: Item 6 (Draft General Liability Wrap-Up Manual) – Wrap-Up Cancellation, Termination or Modification – we would expect the Owner to provide at least 30 Days and not just 15 Days.

A64: The Owner will provide 30 days notification of Wrap-Up Cancellation, Termination or Modification.

Attachment A to Addendum No. 3

Cost Proposal Forms

COST PROPOSAL FORMS

Form A – Pre-Construction Services Cost
Form B – Construction Fee Percentage (%)

* Proposer must submit a separate Form A and Form B for each branch library in which they are proposing.

**COST PROPOSAL FORM
FORM A – PRE-CONSTRUCTION SERVICES COST**

Submitted To: Fulton County Government

Submitted By: _____

For: **11RFP79559K-DJ, CONSTRUCTION MANAGER AT RISK SERVICES FOR FIVE (5) NEW BRANCH LIBRARIES, Branch Library** _____

Submitted on _____, 2011

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all pre-construction, labor, technical and professional services, materials, supplies, equipment, General Conditions, and Fees for the satisfactory completion of the Pre-Construction Phase for a cost not to exceed **XXX dollars (\$XX,XXX.00)**, which amount is hereinafter called the Pre-Construction Services Cost.

For Changes in the Work beyond those contemplated by the Proposal Documents, we propose a Fee of _____ percent (%) of the actual costs reimbursable to the Construction Manager, as defined by the Proposal Documents.,

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda ,satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents

for execution, the Bid Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Payment and Performance Bonds must be submitted prior to execution of GMP Amendment.

Enclosed is a Bid Bond in the approved form, in the sum of (\$_____)

_____ Dollars according to the conditions of "Instructions to Proposers" and Volume 1, Section 8 and provisions thereof.

The Proposer proposes and agrees, if this Proposal 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 pre-construction services in full and complete accordance with the RFP, 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 Proposer agrees hereby to commence Pre-Construction Phase Services 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 Pre-Construction Phase Services work under this Contract within **365** consecutive calendar days from and including said date.

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

ADDENDUM # _____ DATED _____

PROPOSER: _____

By: _____
[Name Typed or Printed]

[Name Signed]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

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

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**COST PROPOSAL FORM
FORM B –CONSTRUCTION FEE %**

Submitted To: Fulton County Government

Submitted By: _____

For: **XXRFPXXXXXX-XX, CONSTRUCTION MANAGER AT RISK SERVICES PHASE 1, GROUP
1. Branch Library** _____

Submitted on _____, 2011

In response to the Request for Proposal, the undersigned, hereby proposes to furnish all construction (including additional work / change orders), labor, technical and professional services, materials, supplies, equipment, and General Conditions, (pending mutual acceptance of GMP Amendment by Fulton County and Proposer/CM) for the satisfactory completion of the Construction Phase Services for a fee % of **XXX Percent (XX%)**, which amount is hereinafter called the Construction Fee %, which shall cover the CM's Overhead and Profit.

The undersigned agrees that this Cost Proposal constitutes a firm offer to the Fulton County Government ("County"), which cannot be withdrawn for sixty (60) calendar days from and after the due date or until a Contract for the Work is executed by the undersigned and the County, whichever is earlier. If necessary, the period of time specified may be extended by written agreement between the County and the Proposer or Proposers concerned.

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

The undersigned further declares that it has examined and is fully familiar with all of the provisions of the Technical Documents and any addenda; that it has carefully checked all of the words and figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments; and that it has by careful examination of the Proposal Documents and any addenda, satisfied itself as to the nature and locate of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the undersigned hereby agrees that the County, its departments and agencies and their representatives shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Contract, the undersigned agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying the proposal and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure. Payment and Performance Bonds must be submitted within ten (10) days of GMP Amendment.

Enclosed is a Bid Bond in the approved form, in the sum of (\$ _____)

_____ Dollars according to the conditions of "Instructions to Proposers" and Volume 1, Section 8 and provisions thereof.

The Proposer proposes and agrees, if this Proposal 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 RFP, 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 Proposer agrees hereby to commence Construction Phase Services work under this Contract, with adequate personnel and equipment, on a date to be specified in the agreed upon GMP Amendment and to fully complete all work under this Contract within **a date to be specified in the agreed upon GMP Amendment.**

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

ADDENDUM # _____ DATED _____

PROPOSER: _____

By: _____
[Name Typed or Printed]

[Name Signed]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

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

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

Attachment B to Addendum No. 3

Section 8 – Bid Bond

Bid Bond

The Public Works Construction Law , 36-91-50(a), requires all bidders to submit Bid Bonds for all public works construction contracts with estimated bids or proposals over \$100,000.

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

If the CM submits on multiple branches, the CM must submit a separate bid bond for each branch library in which they are proposing.

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

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

For purposes of providing bid bonds, please use the following budgets:

- Alpharetta Branch - \$7,063,271.00
- East Roswell Branch Library - \$4,629,152.00
- Northwest Atlanta Branch Library - \$7,063,271.00
- Stewart-Lakewood Branch Library - \$7,063,271.00
- Wolf Creek Branch Library - \$7,063,271.00

BID BOND

**[INSERT PROJECT # AND TITLE]
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

_____ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$_____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **[INSERT PROJECT # AND PROJECT TITLE]**, a Bid;

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

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY. The PRINCIPAL shall execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY each in the amount of one hundred percent (100%) of the total contract price prior to execution of the GMP Amendment, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time

specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

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

(\$_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and failure to provide Payment and Performance Bonds prior to execution of GMP Amendment.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 200_.

ATTEST:

PRINCIPAL

_____ BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SECRETARY

(CORPORATE SEAL)

SURETY

_____ BY _____

(SEAL)

END OF SECTION

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 Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Monday, August 29, 2011, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 3, _____ day of _____, 2011.

Legal Name of Bidder

Signature of Authorized Representative

Title