



FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 06ITB512353K-JD**

FAST TRACK FOR REPAIRS & CONSTRUCTION TASKS

For

General Services Department

BID DUE TIME AND DATE: 11:00 AM Monday July 17, 2006

PURCHASING CONTACT: Joyce Daniel at (404) 730-5824

E-MAIL: Joyce.Daniel@co.fulton.ga.us

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

Table of Contents

Invitation to Bid

Purpose	ITB-1
Description of Project	ITB-1
Scope of Work Summary	ITB-1
Term of Contract	ITB-4
No Contact Provision	ITB-5
Bid Contact	ITB-5
Basis of Award	ITB-5
Pre-Bid Conference	ITB-6

Section 1

Instructions to Bidders	1-1
Contract Documents	1-1
Definitions	1-1
Bidder's Modification and Withdrawal of Bids	1-4
Addenda and Interpretations	1-5
Site Examination	1-5
Bid	1-5
Required Submittals	1-6
Bid and Contract Security	1-6
Right to Reject Bids	1-7
Applicable Laws	1-7
Examination of Contract Documents	1-7
Termination	1-7
Indemnification and Hold Harmless Agreement	1-8
Bid Opening	1-8
Determination of Successful Bidder	1-8
Wage Clause	1-8
Notice of Award of Contract	1-8
Execution of Contract Documents	1-9
Joint Venture	1-9
Contractors Compliance with All Assurances and/or Made in Response to Procurement	1-10
General Requirements	1-11

Section 2

Bid Form	2-1
----------	-----

Section 3

Purchasing Forms & Instructions	3-1
Form A- Non-Collusion Affidavit of Prime Bidder	3-2
Form B- Non-Collusion Affidavit of Sub-Contractors	3-4
Form C- Certificate of Acceptance of Request for Bid Requirements	3-6
Form D- Certification Regarding Debarment	3-7
Form E- Corporate Certification	3-10
Form F - Disclosure Form and Questionnaire	3-11

Section 4

Bid Bond Requirements	4-1
-----------------------	-----

Fast Track for Repairs and Construction Tasks

Section 5

Contract Compliance Requirements	5-1
Non-Discrimination in Contracting and Procurement	5-1
Required Forms and EBO Plan	5-1
Exhibit A – Promise of Non-Discrimination	5-3
Exhibit B – Employment Report	5-4
Exhibit C – Schedule of Intended Subcontractor Utilization	5-5
Exhibit D – Letter of Intent to Perform As a Subcontractor or Provide Materials or Services	5-8
Exhibit E – Declaration Regarding Subcontracting Practices	5-9
Exhibit F – Joint Venture Disclosure Affidavit	5-10
Exhibit G – Prime Contractor/Subcontractor Utilization Report	
	5-13

Section 6

Insurance Information/Requirements	6-1
------------------------------------	-----

Section 7

Contractual Agreement	7-1
-----------------------	-----

Section 8

A. Performance Bond Requirements	8A-1
B. Payment Bond Requirements	8B-1

Section 9

General Conditions	9-1
--------------------	-----

Section 10

Special Conditions	10-1
--------------------	------

Section 11

Pricing Forms	11-1
---------------	------

INVITATION TO BID

FAST TRACK FOR REPAIRS AND CONSTRUCTION TASKS

1. Purpose:

To seek bids from qualified and experienced vendors to provide construction and renovation services, in support of the General Services Job Order Contract Program.

2. Description of Project:

- A. The General Services Job Order Contract Program commonly referred to as Fast Track (hereinafter called FTPS) is a firm fixed priced indefinite quantity contract. The work includes a variety of repair and construction tasks. The work and pricing of the work is based on pre-established specifications and unit prices. The Fulton County Fast Track Program is placed with General Contractors for the accomplishment of modernization, repair, alteration, maintenance, rehabilitation, construction, etc. of buildings, structures, site work or other real property. Ordering is accomplished by means of issuance of a Work Order against the contract.
- B. This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the General Conditions.
- C. Work or performance shall be made only as authorized by work orders issued in accordance with the ordering procedures clause. The General Contractor shall furnish to the County when and if ordered, the supplies or services specified in the Contract up to and including the quantity designated in the work orders issued as the maximum designated in the Contract.

3. Scope of Work Summary:

- A. The scope of work of this contract shall be determined by individual work orders issued hereunder. Upon receipt of a work order, the General Contractor shall provide all management, requested design, plans, construction documents, schedules, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as County furnished needed to repair, or construct real property facilities at designated county locations. The General Contractor shall provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in this contract, work orders under this contract, or incorporated by reference. The General Contractor shall also be responsible for site safety as well as site preparation and cleanup.
- B. The General Contractor's work and responsibility shall include all planning, scheduling, required design, administration, and management necessary to provide repair, construction, and related services as ordered. The work shall be conducted by the General Contractor in strict accordance with the contract and all applicable laws, regulations, codes, or directives including Federal, State of Georgia and local. The General Contractor shall insure that all work provided meets, or exceeds critical reliability rates or tolerances specified or included in applicable referenced documents.
- C. General Contractor shall perform the work such as supply, quality control, financial control, and maintain accurate and complete record files, libraries of documents to include Federal, State, and local regulations, codes, laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

Fast Track for Repairs and Construction Tasks

- D. The program is maintained electronically in a pre-established electronic project management application that each contractor is required to utilize.
- E. The program utilized pre-established unit prices and specifications that each contractor is required to utilize.
- F. General Contractor shall provide related services such as preparing, submitting, and maintaining required reports, schedules, and record drawings current from activities under this contract, performing administrative work, and submitting necessary information as specified. The General Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary for a complete job.
- G. All work will be ordered and funded when needed in accordance with the ordering clause and procedures contained in the General Conditions, Provision 16.
- H. The following documents and standards shall be used in the execution of work under the contract and are considered to be part of this contract;
 - 1) Fast Track Project System Technical Specifications and Design Criteria
 - a) The Technical Specifications and Design Criteria, the Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format.
 - b) The intent of the Technical Specifications is to furnish concise industry and commercial standards for maintenance or repair of County facilities. If, however, there is a conflict between Federal, State, and Local Code and the Technical Specifications, then the Federal, State and Local codes shall be the governing document.
 - c) The intent of the Design Criteria is to furnish Fulton County Building Design Standards. If, however, there is a conflict between Federal, State, and Local Code and the Technical Specifications and Design Criteria, then the Federal, State and Local codes shall be the governing document.
 - 2) Unit Price Book (UPB) contains pricing information for the work to be accomplished and for the unit of measure specified. It consists of divisions 1 through 16.
- I. Under the Fast Track Project System (FTPS) concept, the General Contractor furnishes all management, design, labor, materials and equipment needed to perform the work. The FTPS contract includes a Unit Price Book (UPB) as furnished by the County. This UPB was developed by the County and is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing Fulton County wage and materials cost data. The UPB is work segment based. The UPB also incorporates local activity, climate and geographic features. Bidder(s) will offer a price adjustment factor for each of the following, which will be applied to all of the UPB unit prices:
 - 1) Normal working hours
 - 2) Other than normal working hours (overtime)
 - 3) Normal working hours with Architectural and Engineering services furnished by contractor.
 - 4) Other than normal working hours with Architectural and Engineering services furnished by Contractor. This factor will be applied to the UPB unit prices only when Architectural or Engineer sealed drawings are required or requested by the County. Fire Sprinkler drawings,

Fast Track for Repairs and Construction Tasks

and shop drawings designed by fire sprinkler installation companies shall not be considered A/E services.

- a) As Fast Track Project System requirements are identified, County staff and the General Contractor shall jointly develop a scope of work. The General Contractor will be issued a request for proposal work order and based upon the scope of work will be required to develop a proposal for the work. The General Contractor will submit their proposal to the County. If the Contractor's proposed units are found reasonable, a work order may be issued at the agreed upon units, which when multiplied by the unit price and contract adjustment factor will establish the firm fixed price for the work order.
- b) The FTPS concept also includes a provision for the establishment of prices for work requirements that are within the written general scope of work but were not included in the UPB at the time of contract award. These tasks are referred to as "non pre-priced items". Non pre-priced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the UPB.
- c) The procedures for ordering work are covered in the General Conditions.
- d) The Contractor shall be required to use The Gordian Group's JOC Management System for preparing and submitting proposals. The system is Internet based and called PROGEN. Fulton County will also be using PROGEN to prepare estimates and receive proposals from the Contractors in an electronic format. The contractor will need an internet connection to run the system. A dial up connection is not acceptable; a broadband internet connection will be required.
 - (1) Use of PROGEN requires a yearly subscription for each user. The cost of the subscriptions and setup fees for both the Contractor and Fulton County shall be paid for by the Contractor, and reimbursed by the County as a Work Order and invoiced by the Contractor for payment from the County. The estimated cost to be paid by the Contractor for the first year of the contract is \$ 23,110.00. Subsequent years to be paid by the Contractor are estimated at \$ 13,110 per year. This fee includes only one user for the Contractor. The Contract has an option of additional users that can be added for \$1,895 for the initial subscription and \$ 895 per year renewal costs. Fees for additional users will not be reimbursed by the County. These fees include the proposal preparation and submittal modules only.
 - (2) A CD disk copy of the Gordian Group's JOC Management System unit price book and specifications that will be utilized for preparing and submitting proposals may be obtained upon request to the Fulton County Purchasing Department.
 - (3) The Contractor shall be invoiced by The Gordian Group on the date of Contract Award for 50% of the first year cost with terms of net 30. The remaining 50% of the first year cost will be invoiced by The Gordian Group one month after award of the contract with terms of net 30. The renewal subscription shall be invoiced by The Gordian Group on the anniversary date of Contract Award for 100% of the renewal cost with terms of net 30.

J. Bid Price

There will be two types of work under this contract: The first type will be or work accomplished during normal working hours without Architectural and Engineering services and other than normal working hours without Architectural and Engineering services and the second type will be

for work accomplished during normal working hours with architectural and Engineering services and other than normal working hours with Architectural and Engineering services. Each bidder must submit two sets of adjustment factors for the above identified areas in order to be considered responsive. The first set of factors will be applied to work that does not require Architectural and Engineering services. The second set of factors will be applied to work that requires a sealed Architectural or Engineer's stamp by a licensed professional registered in the state of Georgia. The General Contractor shall note that Fire Sprinkler Drawings as designed by Fire Sprinkler Installation Companies are not to be included as part of the A/E factors. Fulton County considers these to be part of the installation cost of installing fire sprinkler systems. For bid price evaluation purposes only:

- 1) It is estimated that 95% of the work accomplished under this contract will be during normal hours.
- 2) It is estimated that 5% of the work accomplished under this contract will be on an overtime basis.
- 3) It is estimated that 15% of the work will require architectural/engineer stamped design documents.
 - a) The bid price shall be "net", (e.g., 1.000) or an adjustment "decrease from" (e.g., 0.9500) or "increase to" (e.g., 1.2000) to the unit prices listed in the UPB. Bidders who submit separate adjustment factors for separate UPB tasks will be considered non responsive and the bid may be rejected.
 - b) The bid adjustment factor must contain allowances for overhead, profit, bond premiums, insurance, mobilization, bid development, design services and all contingencies in connection therewith, as no allowance will be made later for any other than pre-priced or non pre-priced task prices.
 - c) Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the unit price to be paid by the County for work performed under the contract.

4. Term of Contract

- A. The term of the contract, subject to Board of Commissioners approval, will be twelve months from award date or the expenditure of the maximum potential value of the contract, whichever occurs first.
- B. Fulton County reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of departmental appropriated funding, contractor compliance with county rules and policies, satisfactory performance evaluations, and Board of Commissioners approval. Option year price increase shall not exceed the consumer price index (CPI) as published by the Bureau of Labor with particular reference to the average shown on such for "all items" for the Atlanta Metropolitan area.
- C. The County is entitled to and expects full contract performance from contract start date. The General Contractor should commence mobilization activities upon receipt of written notice of award from the County. Within 30 days from notice of award, the County will establish with the Contractor, electronic connectivity to the JOC database and operating system and establish various protocols regarding system management.
- D. Performance time for each work order issued under this Contract will be negotiated in accordance with Article 17 of the General Conditions.

5. No Contact Provision

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

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

6. Bid Contact

Information regarding the bid, either procedural or technical, may be obtained by contacting Joyce.Daniel@co.fulton.ga.us, Assistant Purchasing Agent at (404) 730-5824, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department
Attn: Joyce Daniel, Asst. Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 730-5824
Fax: (404) 335-5806
Reference Bid # 06ITB51253K-JD

7. Basis of Award

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

- A. After review and evaluation of the bids by the County staff, a recommendation for award of the Contract will be presented to the Fulton County Board of Commissioners for formal approval.

Fast Track for Repairs and Construction Tasks

- B. Notice of Award: Upon approval by the Board of Commissioners, the successful Bidder will be notified by transmittal of a written Notice of Award. Within three (3) days after receipt of the Notice to Award and applicable contract forms, or within such an extended period as the County may grant, the successful Bidder shall execute and return the Agreement and executed Department of Contract Compliance Exhibits as provided in the Bidding Documents and in the number required, and also furnish to the County the bonds, proof of insurance, and other items as required by the Bidding Documents.
- C. Notice to Proceed: A Notice to Proceed will be issued by the County only upon completion of both of the following events:
- 1) Receipt and acceptance by the County of the Agreement, executed by the successful Bidder, and all other necessary bonds, proof of insurance, safety program approval and other items as required by the Bidding Documents; and
 - 2) Execution of the Contract by the County and subsequent issuance of a Purchase Order by the County Department of Purchasing.
- D. The failure of the successful Bidder to execute the Agreement and/or supply all of the required items shall constitute a default and will result in a forfeiture of the Bidder's bid security, and the County may choose to either award the Contract to the next lowest responsive and responsible Bidder or re-advertise for bids.
- E. Notwithstanding this admonition to bidders, all parts of the proposed contract are of equal dignity and importance, and specification of the provisions listed above shall not be interpreted to include, exclude, abridge or expand such provisions or any other part of the proposed contract. The proposed contract is subject to changes or modification by the County Attorney without any recourse.
- F. All terms and conditions of the Invitation to Bid will be maintained for ninety (90) calendar days after the due date of the bid. The award of the contract time may be extended beyond ninety (90) days by mutual written agreement.
- G. The award of the Contract shall be made to the lowest responsive and responsible bidder(s) as approved by the Fulton County Board of Commissioners whose bid is determined in writing to be the most advantageous to the County, taking into consideration, the evaluation criteria set forth in the Invitation to Bid.

8. Pre-Bid Conference

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

Date: Thursday, June 29, 2006
Time: 9:00 AM
Location: Fulton County Purchasing Department,
Public Safety Building
130 Peachtree Street, S.W.
Suite 1168
Atlanta, GA 30303

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

END OF SECTION

SECTION 2

BID FORM

FAST TRACK FOR REPAIRS AND CONSTRUCTION TASKS

- A. The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.
- B. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.
- C. The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.
- D. THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.
- E. The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

- F. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from and including said date.
- G. The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**SECTION 3
PURCHASING FORMS & INSTRUCTIONS**

- A. This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.
- B. To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.
- Form A: Non-Collusion Affidavit of Prime Bidder
 - Form B: Non-Collusion Affidavit of Sub-Contractors
 - Form C: Certificate of Acceptance of Request for Bid Requirements
 - Form D: Contractor's Georgia Utility License Certification (If Applicable)
 - Form E: Certification Regarding Debarment
 - Form F: Corporate Certificate
 - Form G: Disclosure Form And Questionnaire

Form A

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2006.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

Form B

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF GEORGIA

COUNTY OF FULTON

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

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 2006.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

Form C

FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID REQUIREMENTS

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

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Form D

CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

Form E

CERTIFICATION REGARDING DEBARMENT

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

INSTRUCTIONS FOR CERTIFICATION

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

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

DEBARMENT ORDINANCE

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

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

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

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a

Fast Track for Repairs and Construction Tasks

public or private contract or subcontract, or in performance of such contract or subcontract;

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

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Fast Track for Repairs and Construction Tasks

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2006

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Form F

CORPORATE CERTIFICATE

Corporations

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that _____, who signed said Bid on behalf of the Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20__6.

(SEAL) must be affixed

Partnership or other entities:

I, _____, certify that I am authorized to sign to commit _____ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of _____.

This _____ day of _____, 20__6.

It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G

OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

Fast Track for Repairs and Construction Tasks

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government ?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Fast Track for Repairs and Construction Tasks

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2006

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2006

(Notary Public) (Seal)

Commission Expires _____
(Date)

END OF SECTION NO. 3

SECTION 4

BID BOND REQUIREMENTS

- A. 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 be in the amount of not less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.
- B. 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.
- C. Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND

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, 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 Fulton County Government, 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 Fulton County Government, for FAST TRACK FOR REPAIRS AND CONSTRUCTION TASKS, 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 a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the Fulton County Government, and execute sufficient and satisfactory Performance and Payments Bonds payable to the Fulton County Government, each in the amount of one hundred (100%) percent of the total contract price in form and with security satisfactory to said Fulton County Government, 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 Fulton County Government, 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

Fast Track for Repairs and Construction Tasks

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

IN TESTIMONY THEROF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2006.

(Signatures on next page)

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

(SEAL) BY _____

END OF SECTION NO. 4

SECTION 5

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

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

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

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

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

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

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

REQUIRED FORMS AND EBO PLAN:

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

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services

Fast Track for Repairs and Construction Tasks

- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

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

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

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
2. That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
3. That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
4. That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
5. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
6. That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

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

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

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

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

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

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

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

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

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

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

SUBCONTRACTOR NAME: _____
ADDRESS: _____

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

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

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding subcontractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

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

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

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

(Description of Work)

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

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

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB No. _____

Project Name _____

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

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

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

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

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

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

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

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

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

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

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

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared

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

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

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

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

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

AMOUNT OF REQUISITION THIS PERIOD:\$ _____

TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

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

Executed By: _____

(Signature)

(Printed Name)

END OF SECTION NO. 5

SECTION 6
Insurance and Risk Management Provisions

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. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. 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	\$500,000
Employer's Liability Insurance	BY DISEASE	- POLICY LIMIT	\$500,000
(Aggregate)	BY DISEASE	- EACH EMPLOYEE	\$500,000

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

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
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. ELECTRONIC DATA PROCESSING LIABILITY
(Required if computer contractor) Limits - \$1,000,000

5. UMBRELLA LIABILITY
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

6. PROFESSIONAL LIABILITY Each Occurrence - \$1,000,000
(Required if respondent providing bid/quotation for professional services).

USE OF PREMISES

Contractor 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 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 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 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

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

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

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

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

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT

Fast Track for Repairs and Construction Tasks

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: _____

**SECTION 7
AGREEMENT**

**FAST TRACK FOR REPAIRS AND CONSTRUCTION TASKS
SAMPLE CONTRACT BETWEEN FULTON COUNTY AND CONTRACTORS**

THIS AGREEMENT, entered into this _____ day of May, 2006, by and between Fulton County (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and Contractors, (hereinafter referred to as "General Contractor").

WITNESSETH:

WHEREAS, the County, by and through its Department of General Services, desires to purchase and receive services from the General Contractor;

WHEREAS, the County, by and through its Department of General Services, has determined that this need can best be met by retaining the services of the General Contractor;

WHEREAS, the County requested bids for Fast Track General Contracting Services;

WHEREAS, the County, by and through its Board of Commissioners has determined the the General Contractor submitted the most competitive bid for these facilities and can best supply contracting services; and

WHEREAS, the County and Genral Contractor desire to enter into an agreement for the construction services as described in the Contract Documents;

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. GENERAL CONTRACTOR'S SERVICES

- A. The General Contract shall be bound by the General Conditions and all other items forming the Contract Documents.
- B. The General Contractor shall provide all Work and take all the necessary measures to complete Work on individual Work Orders against this Fast TrackProject System as described in the General Conditions attached hereto and made a part hereof, in a proper and workmanlike manner in strict accordance with the Contract Documents, and shall perform all other obligations imposed by the Contract.

2. THIS AGREEMENT CONSISTS OF THE FOLLOWING DOCUMENTS:

- A. The Contract Documents; Legal Advertisements covering the Invitation To Bids, the Performance, Payment and Guarantee Bond, the Instructions to bidders and General Conditions, Unit Price Book, Technical Specifications including Fulton County Design Criteria w/Addenda 1-8, Contractor's Bid, List of Subcontractors, Certificates of Insurance and the Addenda, all incorporated in the Contract before its execution.
- B. The Invitation to Bid
- C. The Bid

If any provison of any of the above documents conflict with any provision of any other document, the provison of the higher listed document shall prevail.

3. SCOPE OF WORK

Fast Track for Repairs and Construction Tasks

The scope of work under this contract shall be determined by individual work orders issued herein under. Upon receipt of a work order, the General Contractor shall provide all design, management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, equipment, except when specified as County furnished) needed to repair or construct real property facilities at a designated County property.

4. AUDIT

The COUNTY shall have the right to audit General Contractor's records and documents, upon reasonable notice, to determine if charges are consistent with contract requirements. General Contractor agrees to permit the County's Internal Audit Department to inspect and audit all files of the General Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The General Contractor agrees to retain all files pursuant to the contract herein during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

5. COMPENSATION FOR SERVICES

The contract is an indefinite-quantity contract for the repair and/or construction of items specified. The maximum amount that may be ordered under this contract is \$1,500,000 per year.

- A. Normal Working Hours: General Contractor shall perform any or all functions called for in the General Conditions during normal working hours in the quantities specified in individual work orders against the contract for the unit price sum specified in the Unit Price Book (UPB) multiplied times the adjustment factor of:

_____ Normal Working Hours

- B. Other than Normal Working Hours: General Contractor shall perform any or all functions called for in the General Conditions during normal working hours in the quantities specified in individual work orders against the contract for the unit price sum specified in the Unit Price Book (UPB) multiplied times the adjustment factor of:

_____ Other than Normal Working Hours

- C. Normal Working Hours which require Architectural and Engineering Services: General Contractor shall perform any or all functions called for in the General Conditions during normal working hours which require Architectural and Engineering services in the quantities specified in individual work orders against the contract for the unit price sum specified in the Unit Price Book (UPB) multiplied times the adjustment factor of:

_____ Normal Working Hours which require Architectural and Engineering services

- D. Other Than Normal Working Hours which require Architectural and Engineering Services: General Contractor shall perform any or all functions called for in the General Conditions during other than normal working hours which require Architectural and Engineering services in the quantities specified in individual work orders against the contract for the unit price sum specified in the Unit Price Book (UPB) multiplied times the adjustment factor of:

_____ Other Than Normal Working Hours which require Architectural and Engineering services

6. NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Fast Track for Repairs and Construction Tasks

Compliance with the County's Non-Discrimination in Contracting and Procurement program is a material part of this contract. Failure to comply with the terms of this program as described in the Contract Documents may be considered breach of contract.

7. INDEMNIFICATION

- A. General Contractor hereby covenants and agrees to defend, indemnify, save and hold harmless the County, its Commissioners, officers, employees and agents from and against all claims, losses, liabilities, damages, deficiencies, demands, judgements or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including without limitation personal injury, wrongful death or property damage arising in any way from actions or omissions of General Contractor, its directors, officers, employees, agents, successors and assigns.
- B. General Contractor further agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees from any injury (including death) loss, claim, demand, liability or damage sustained by General Contractor, its directors, officers, employees, agents, successors and assigns from any and all causes whatever other than the sole act or omission of the County.
- C. General Contractor further agrees to protect, defend, indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of General Contractor and any and all claims of violation of law protecting trade secrets, copyright, patent or other intellectual property. These indemnities shall not be limited by reason of the listing of any insurance coverage.
- D. Notwithstanding any other provision in the Contract Documents, the County shall have no duty to indemnify the General Contractor.

8. COUNTY REPRESENTATIVE

Fast Track Construction Projects Director, Senior Project Manager, Project Managers and Project Coordinators will act on behalf of the County in monitoring General Contractor's performance as stipulated hereafter.

9. DEFICIENCY REPORTING

- A. If the County notes any deficiency related to the performance of this agreement, the Fast Track Construction Projects Director for the County will notify the General Contractor in writing (the written document is hereafter referred to as a "Deficiency Notice"). Fast Track Construction Projects Director will stipulate in the Deficiency Notice the time period allowed for the General Contractor to correct the deficiency.
- B. The General Contractor shall provide a written response to the Fast Track Construction Project Director no later than the end of the correction time period stipulated in the Deficiency Notice on the status of the General Contractor's action to correct the deficiency. This response is to include what steps were taken to correct the specific deficiency and what procedure has been put in place to prevent occurrence of similar problems. All such deficiency reports and their responses shall be discussed at the next regular meeting with the Senior Project Manager and the General Contractor to ensure that they have been completely resolved. Failure to provide a timely written response as provided herein shall constitute a material breach of this agreement.
 - 1) If the deficiency might not be corrected within the time period stipulated by the Fast Track Construction Projects Director, the General Contractor may request a revised completion time/date in his status report. The Construction Projects Director will determine if this is acceptable, make the appropriate notation on the General Contractor's request and ensure the General Contractor receives that information promptly.

Fast Track for Repairs and Construction Tasks

- 2) If deemed an acceptable corrective action and/or time frame by the Construction Projects Director, the General Contractor shall submit a report when corrective action has been completed.
- 3) If the Construction Projects Director determines this response is unacceptable or if the General Contractor fails to timely complete the corrective action, the County may excise any remedy in this agreement.

10. DEFICIENT PERFORMANCE

- A. The General Contractor's performance and associated reporting requirements set forth in the contract documents are critical. General Contractor is expected to comply without exception and in a timely manner to all schedules of deliveries, corrective actions and with the delivery of scheduled documents and information to the County. If the General Contractor fails to comply with these requirements as determined at the sole discretion of the County, the County may at its sole discretion, exercise the following or any other remedy provided in this agreement:
 - 1) Upon receipt of the next invoice, an amount equal to five percent (5%) of the amount of the invoice will be suspended for each deficiency notice as described under paragraph #9 of this agreement, not cured or in the course of corrective action acceptable to the Construction Projects Director as of the date of the payment.
 - 2) The General Contractor will be notified in writing of any deficiency by a deficiency notice pursuant to paragraph #9 of this agreement. The General Contractor shall be given a number of days as stipulated in the deficiency notice, if the deficiency is corrected within the time stated in deficiency notice, the suspended amount shall be included by the County in its payment of General Contractor's immediately succeeding invoice.
 - 3) If the General Contractor fails to correct the deficiency within the time allowed, the suspended amount will be considered as liquidated damages.
- B. The General Contractor acknowledges that failure to perform in the manner and format specified will cause the County to suffer an undue burden with the damage proving difficult to ascertain. The General Contractor agrees that the suspended amount shall constitute liquidated damages (not penalty) for General Contractor's failure to perform the contract in the manner agreed by the parties.
- C. The County performs periodic Performance Evaluations at the end of the projects and will review this evaluation with the Contractor. Areas of improvement will be noted and areas needing improvement will be recorded. It is the intention that these evaluations be constructive and become a means of improving Contractor performance on County projects as well as becoming an acknowledgement of good performance. The County relies on these performance evaluations in ascertaining the ability of the Contractor to continue contracting with the County.

11. TERMINATION

- A. Termination for Default:

Should the General Contractor fail or neglect to prosecute the work properly and diligently, or in substantial and compliance with the schedule or schedules agreed upon and filed with the Senior Project Manager, Project Manager/Project Coordinator, or, if General Contractor shall fail or refuse to perform any requirement or provision of the contract specified to be performed by the Senior Project Manager, Project Manager/Project Coordinator, or, if the General Contractor shall fail or neglect to develop bids properly and diligently in substantial accord and compliance with the Invitation To Bid issued by the County, or if the General Contractor consistently fails to reach agreement with the County in means, methods, and quantities to accomplish a specific project the County reserves the right to notify the General Contractor in writing, listing the specific items to be performed and time in which the performance is to be accomplished, and, if not performed within the specified time, the County may declare the contract terminated and require the bonding company to complete all unfinished work. Or, at the County's discretion, complete the work by the

Fast Track for Repairs and Construction Tasks

County's own forces or in such other manner and means as the County may deem necessary or expedient.

B. Termination for Convenience

- 1) Immediately upon receipt of a written notice to the Contractor, or within such time as may otherwise be specified in such notice, the County may, without cause and without prejudice to any other right or remedy, terminate this Contract, in whole or part, for its convenience.
- 2) In the event of termination in accordance with the above paragraph, the Contractor shall be paid for all Work performed and acceptable to the County and any expenses sustained shall be limited to the cost of such Work plus reasonable termination expenses, to include the cost required for an orderly shutdown of the Work on site.

12. INDEPENDENT GENERAL CONTRACTOR STATUS

Nothing contained herein shall be deemed to create any relationship other than that of an independent General Contractor between the County and General Contractor. Under no circumstances shall General Contractor, its subcontractors, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. General Contractor expressly acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County and no property interest in employment based on the contract herein.

13. TERM OF CONTRACT

- A. The term of the contract, subject to Board of Commissioners approval, will be twelve months from award date or the expenditure of the maximum potential value of the contract, whichever occurs first.
- B. Fulton County reserves the right of an option of one (1) additional twelve (12) month renewal period pending availability of departmental appropriated funding, contractor compliance with county rules and policies, satisfactory performance evaluations, and Board of Commissioners approval. Option year price increase shall not exceed the consumer price index (CPI) as published by the Bureau of Labor with particular reference to the average shown on such for "all items" for the Atlanta Metropolitan area.

14. ASSIGNMENT OF CONTRACT

General Contract shall not sell or in any way assign any duties, payment, rights, privileges, detriments or benefits provided for in this contract to any third party without the prior express written authorization of the County.

15. VARIATIONS OR MODIFICATIONS TO CONTRACT

This contract and the incorporated documents constitute the entire agreement between County and General Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this contract and no waiver of this provision shall be valid unless in writing and signed by the County's and General Contractor's duly authorized representative.

16. NON-DISCRIMINATION

General Contractor agrees to comply with federal laws, state laws, County rules and regulations and the County policies and procedures relative to non-discrimination in employment practices and to non-discrimination in client and client service practices on the basis of political affiliation, sexual orientation, religion, race, color, sex, disability, age or national origin.

Fast Track for Repairs and Construction Tasks

17. SEVERABILITY OF TERMS

If any part or provision of this contract is held invalid, the remainder of this contract shall not be affected thereby and shall continue in full force and effect.

18. CAPTIONS

The captions are inserted herein only as a matter of convenience and for the reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof..

19. NOTICES

Any and all notices referred under this contract shall be sent via certified mail to the following individual on behalf of Fulton County with copies to the Director of Fulton County General Services Department and the County Attorney.

Purchasing Agent
130 Peachtree St., S.W.
Suite 1168
Atlanta, Georgia 30303

Further, any and all notices required under this contract shall be sent via certified mail to the following individual on behalf of General Contractor:

General Contractor

**Attention:
Address**

20. GOVERNING LAW

- A. This contract shall be governed in all respects as to validity, construction, capacity, and performance or otherwise by the laws of the State of Georgia.
- B. Neither the County nor General Contractor shall be deemed to be in violation of this contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve General Contractor from performing its obligations hereunder in the event of riot, rebellions or legal strikes.

21. JURISDICTION

22. FORCE MAJEURE

23. CUMULATIVE REMEDIES

The remedies provided in this agreement are cumulative, and the County's exercise or non-exercise of any remedy shall not waive or preclude the County from exercising any other remedy.

[SIGNATURES NEXT PAGE]

Fast Track for Repairs and Construction Tasks

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2006.

FOR FULTON COUNTY:

Name of person signing for vendor

Title of person signing

Attest:

Signature

Name (Typed or Printed)

Title

(seal)

FOR FULTON COUNTY:

Karen Handel, Chairman
Board of Commissioners

Attest:

County Clerk
(seal)

Approved as to Content:

Approved as to Form:

Willie J. Hopkins, Director
General Services Department

Office of the County Attorney

SECTION 8A

PERFORMANCE BOND REQUIREMENTS

- A. No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.
- B. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.
- C. 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and **[insert name of surety]** (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated _____, which is incorporated herein by reference in its entirety, for the FAST TRACK FOR REPAIRS AND CONSTRUCTION TASKS, more particularly described in the Contract (herein called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

- A. Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:
 - 1) Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
 - 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
 - 3) Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.
- B. In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.
- C. The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.
- D. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any

Fast Track for Repairs and Construction Tasks

manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

- E. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.
- F. No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.
- G. This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

Fast Track for Repairs and Construction Tasks

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION NO. 8A

SECTION 8B

PAYMENT BOND REQUIREMENTS

- A. No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.
- B. 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.
- C. Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

- A. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
- C. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
- D. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
- E. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
- F. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
- G. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

Fast Track for Repairs and Construction Tasks

H. **IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____, 2006.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION 8B

SECTION 9
GENERAL CONDITIONS

Not Applicable

SECTION 10
SPECIAL CONDITIONS

Not Applicable

SECTION 11

PRICING FORMS

BID SUBMITTAL FORMAT

The following form shall be used for submitting Bid prices:

BID FORM

**Fast Track Project System
Fulton County, Georgia**

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

From: Bidder
Name _____
Address: _____
Telephone: _____ FAX _____

Subject: **Fast Track Project System**

Bid No.: _____

The above Bidder is:

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

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

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

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

- 5. Overall Combined Weighted Adjustment Factor _____
(Utilize the worksheet on the next page to calculate the Overall Combined Adjustment Factor)

Fast Track for Repairs and Construction Tasks

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

Fast Track for Repairs and Construction Tasks

Calculation of Overall Combined Weighted Adjustment Factor

(Utilize four decimal places for all entries. Round to the fourth decimal place when necessary)

- 1. Normal Working Hours Adjustment Factor _____
1a. Multiply Line 1 by 0.60 _____
- 2. Other than Normal Working Hours Adjustment Factor _____
2a. Multiply Line 2 by 0.05 _____
- 3. Normal Working Hours that requires the contractor to provide
Architectural and Engineering services _____
3a. Multiply Line 3 by 0.15 _____
- 4. Other than Normal Working Hours that requires the contractor
to provide Architectural and Engineering services _____
4a. Multiply Line 4a by 0.05 _____
- 5. Add Lines 1a, 2a, 3a, and 4a and enter Overall Combined
weighted adjustment factor _____

Enter the value from Line 5 into Line 5 on the previous page. **Fulton County reserves the right to correct mathematical errors on the bid price form.**

Addenda Acknowledgement

The undersigned acknowledges receipt of the following addenda and thereby affirms that the Bid considers and incorporates any modifications to the originally issued Invitation to Bid documents included herein.

Addenda # _____ Dated _____

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

Fast Track for Repairs and Construction Tasks

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

NAME _____	ADDRESS _____

The Bidder shall list below work done of a similar nature to that Bid for, as references that will afford the Owner opportunity to judge as to experience, standing, and financial ability.

PROJECT NAME	OWNER'S NAME	OWNER'S REPRESENTATIVE'S TELEPHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

END OF SECTION NO. 11