



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER: 10CR73446C

WILL BE RECEIVED UNTIL 2:00 PM MAY 13, 2010

DESCRIPTION: OERABLE PANEL PARTITIONS/GENERAL SERVICES DEPARTMENT

Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.co.fulton.ga.us. You must be a registered vendor in order to respond to quotes.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

Table with 3 columns: CONTACT NAME: CYNTHIA RICHARDSON, E-Mail Address: cynthia.richardson@fultoncountyga.gov, Telephone Number: 404-612-6959

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

Company Name:

Company Address:

City State Zip Code

Telephone Number: Fax Number: E-Mail Address:

RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print) Date

Title

*Signature of the person submitting QUOTE:

*Person submitting this e-quote has binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other 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. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's 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 outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.

11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

SIGNATURE BELOW IS THAT OF A PERSON AUTHORIZED TO SIGN CONTRACTS FOR THE QUOTING COMPANY WHO HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE GENERAL TERMS AND CONDITIONS.

COMPANY: _____ **SIGNATURE:** _____

NAME: _____ **TITLE:** _____ **DATE:** _____

THIS SIGNED FORM MUST BE SUBMITTED WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 10CR73446C

Opening Date: MAY 13, 2010

OPERABLE PANEL PARTITIONS
General Services/Public Works Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to furnish and install Manually Operated Paired Panel partitions, minimum 3 inch thick panels and Type 3 Pocket Doors for the General Services/Public Works Department.

2. CONTACT PERSON

Please contact Cynthia Richardson at (404) 612-6959 or by e-mail cynthia.richardson@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorelfservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

- A.** Product: Model 632 Operable Partition by Hufcor, Inc., manually operated flat paired panels, top supported with manually operated floor seals and constant contact top seals.

Acceptable Manufacturer and Product Basis of Design: Hufcor, Inc., Janesville, Wisconsin. Tel: (800) 542-2371 Fax: (608) 758-8253. Email: info@hufcor.com, Website: www.hufcor.com. Model 632, STC 49 Minimum.

A complete list of certified dealers and installation companies can be found at www.hufcor.com. Local Distributor: In/Ex Systems, Inc. Atlanta, GA. Local Contact: Dick Farabaugh Tel: (678) 766-8201 Fax: (678) 766-8201. Email: sales@inexsystems.com.

- B.** Panel Construction and STC Rating: Nominal 3 inch thick in manufacturer's standard 48 inch width by 12' height, with horizontal and vertical framing elements fabricated from 16 gauge welded steel and welded corners and reinforced top channel to support suspension system components. The panel frame MUST BE a minimum of 16 gauge with fully welded connections

(no bolted connections will be permitted); frame must incorporate vertical metal trim to facilitate ease of panel movement, protection of panel edges and superior acoustical seal. Vertical Trim shall be in color chosen by designer from at least 3 standard colors (Lamb's Wool, Brown and Gray as a minimum). Trimless vertical appearance is not acceptable.

1. Panel Skin: 20 gauge, tension leveled steel wrapping around panel edge, with panel skins secured directly to the frame for unitized construction with minimum STC 49.
2. Hinges for Paired Panels: shall not protrude more than ¼" from the face of the panel and shall occur at intervals of no more than 72" apart vertically with a minimum of 3 hinges per joint. Hinged must be painted in the same color as the selected trim.
3. Panel Trim: Vertical panel trim is required to provide superior acoustical performance, vertical edge protection, ease of panel movement, and resistance to hand staining during repeated panel movement by staff and personnel. Vertical panel trim color to be chosen from the standard colors (Brown, Gray, Lamb's Wool). Minimal groove appearance at panel joints without vertical trim is not acceptable.
4. Panel Weight: As standard with manufacturer for STC selected 8.9 pounds per sq ft.
5. Panel Finish and Exposed Trim: Factory applied, Class A rated material and Face finish shall be:
 - a. Hufcor HPL Laminate factory applied. HPL Laminate shall be selected from Hufcor current color selectors.
6. Exposed metal trim and seal color shall be selected from one of the following:
 - a. Lamb's Wool
 - b. Brown
 - c. Gray
7. Aluminum track shall be clear anodized.

C. Sound Seals and Bottom Seals:

1. Vertical Interlocking Sound Seals Between Panels: Extruded Structural Aluminum astragals, with reversible tongue and groove configuration in each panel edge for universal panel operation. Rigid plastic or steel astragals or astragals in only one panel edge are not acceptable.
2. Horizontal Operable Bottom Floor Seals and Sweep Top Seals: Hufcor Quick Set Operable Seals shall be utilized on all panels including the final closure panels. All manually actuated retractable bottom seals in each pair shall be simultaneously activated with a quick set removable handle. Lanyard, Crank or 'Automatic' style operations shall not be utilized.

D. Suspension System and Soffit is existing and must remain. The track and suspension system are not a part of this scope of work. The new panels and pocket doors must be by the same manufacturer as the existing track and the warranty must encompass the entire system.

1. Existing Suspension System: Hufcor Heavy Duty Hinged Pair System -
 - a. Track: Heat-treated extruded structural aluminum supported by adjustable steel hanger brackets connected to structural support by pairs of 3/8 inch diameter threaded rods.
 - b. Exposed Track Soffit: Aluminum, integral to the track with clear anodized finish.
 - c. Carriers: New carriers by the same manufacturer as the existing track must be used.

- E. SPECIAL WINDOWS REQUIRED ON PANELS: Each panel except the lever closer panel shall have a SPECIAL 36" WIDE X 48" TALL WINDOW with a factory installed frame system of the same color as the trim. Glazing shall be a part of this subcontract with 1/4" thick clear tempered glass.
 1. Window bottoms shall be at 45" above the finished floor.

- F. Pocket Doors : Hufcor 600 Series Type 3 Pocket Door by Hufcor, Inc., with the same general construction as the adjacent panels with the following characteristics:
 1. Manual Operation: Type, swing and handing as shown on the architectural drawings.
 2. Center Leaf shall be hinged to the adjacent leaf so that the pocket doors can be completely closed perpendicular to the operable wall's 'in use' orientation with the Operable Wall sealing to the back of the pocket with a lever closure exerting 100 lbs of force horizontally.
 3. Panel Construction: Nominal 3 inches (76 mm) thick, by width and height required, with roll-formed steel horizontal and vertical framing elements.
 4. Panel Skin: Match adjacent panels.
 5. Hinges: Match adjacent panels.
 6. Panel Trim: Identical in type, function and color as the trim on the operable wall panels.
 7. Jambs: Pocket door jambs shall be continuous channels anchored to a fixed wall. Hinge Anchor plates and supporting pocket door hinges shall permit a full 180 degree swing.
 8. Panel Weight: As standard with manufacturer for STC selected.

4. PRICING SHEET

Items listed in the price sheet are only a representative sample of the products that the Department may purchase from the vendor, and will be used for price comparisons between vendors.

Orders will be made from this quote and the manufacturer's printed product price list(s) with the applicable discount.

The apparent silence of this specification, and any supplement thereto, as to details, the omission from it of a detail description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size and length are to be used. All interpretation of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

The successful quoter will comply with all lawful agreements, if any, which the said successful quoter has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

The successful Vendor will be required to visit the job site to obtain exact room dimensions before an order can be placed.

Requests for substitutions for other US owned and manufactured operable wall systems will be considered provided that they meet the criteria set forth. Precise structural loading imposed by the operable wall, including concentrated loads, uniform loads, location of concentrated loads and uniform loads and deflection criteria must be submitted in order to be considered for approval. Provide a complete, current and unedited written test report by an accredited NVLAP testing laboratory with submittals or prior approval request confirming the STC rating as tested in a full size 14 ft x 9 ft opening as prescribed in ASTM test procedure E90. The test report must have been conducted within the last 5 years on a full size 14' x 9' wall and a complete description of all materials and construction of the wall will be a part of the report.

	For Evaluation Purposes, Quantities are 1 each		Amount
A	Hufcor Model 632 Operable Partition		Part of Lump Sum
B	Vertical Trim with Sound Seals		Part of Lump Sum
C	OPERABLE Bottom Seals		Part of Lump Sum
D	HUFCOR Carriers		Part of Lump Sum
E	Windows including glazing		Part of Lump Sum
F	2" Wide Cross Mullions at each Window		Part of Lump Sum
G	Type 3 Pocket Doors		Part of Lump Sum
	A-G must be included as part of lump sum		
1	Labor to unload and Install the Panels		\$
2	2 Year Labor and Materials Warranty for track and panels		\$
3	Lump Sum Materials and Freight, FOB Jobsite (include A-G)		\$

5. SPECIAL CONDITIONS/INSTRUCTIONS

A. SUBMITTALS

1. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified. ***Provide a complete, current and unedited written test report by an accredited NVLAP testing laboratory with submittals or prior approval request confirming the STC rating as tested in a full size 14 ft x 9 ft opening as prescribed in ASTM test procedure E90. The test report must have been conducted within the last 5 years on a full size 14' x 9' wall and a complete description of all materials and construction of the wall will be a part of the report.***
2. Shop Drawings: Show location and extent of operable partitions. Include plans, elevations, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
3. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
4. Samples: Color samples demonstrating full range of finishes available to Architect. Verification samples shall be available in same thickness and material indicated for the work.

B. QUALITY ASSURANCE

1. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
2. Acoustical Performance: Test operable partitions in accordance with ASTM E 90 test procedure to attain no less than the STC rating specified. ***Provide a complete, current and unedited written test report by an accredited NVLAP testing laboratory with submittals and with any request for prior approval.***
3. Preparation of Opening: Conform to ASTM E 557.
4. Installer Coordination with General Contractor on site: Successful installer will have had project coordination meetings with the General Contractor, coordinate all aspects of the installation and assure complete compliance with the specification and compatibility of the existing track with the panels and carriers and existing dimensional requirements.

C. DELIVERY, STORAGE AND HANDLING

1. Clearly mark packages and label panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.

2. All items will be delivered to the following address:

North Fulton Service Center
7741 Roswell Road
Roswell, GA 30350

3. Protect panels during delivery, storage, and handling to comply with manufacturer's instructions and as required to prevent damage.

D. WARRANTY

1. Provide operable partition manufacturer's written warranty agreeing to repair or replace components with manufacturing defects for a period of two years from the date of shipment to the Project.

E. EXAMINATION

1. Do not begin installation until supports and substrates have been properly prepared.
2. Notify Architect in writing of unsatisfactory preparation prior to installation. Satisfactory floor level shall be within a tolerance of no more than $\frac{1}{4}$ inch in 10 feet non-accumulative. Do not proceed until unsatisfactory conditions have been corrected.

F. INSTALLATION

1. Install the new operable wall panels and pocket doors as outlined above and in accordance with manufacturer's instructions and ASTM E 557 installation procedures. Install all glazing and cross mullions after the panels have been installed and field plumbed. Test for proper operation and make necessary adjustments until satisfactory results are obtained.

G. PROTECTION

1. Protect installed products until completion of project.
2. Touch-up, repair or replace damaged products before Substantial Completion.

6. INSURANCE & 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, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

Broadened Pollution Endorsement CA9948 and MCS 90

4. **UMBRELLA LIABILITY**
(In excess of above noted coverages) Each Occurrence \$5,000,000
5. **CONTRACTORS POLLUTION LIABILITY** Each Occurrence \$2,000,000

6. **BUILDERS' RISK:**

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

Sub-limits:

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

Deductibles:

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

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

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

Certificates of Insurance

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

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

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

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

Important:

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

USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or

expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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

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

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE _____