



Fulton County, GA

Department of Purchasing & Contract Compliance

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

April 13, 2011

Re: #11RFP031411K-DB
Design/Build Services for the Oak Hill Child, Adolescent and Family Center

Dear Proposers:

Attached is one (1) copy of Addendum 4, hereby made a part of the above referenced #11RFP031411K-DB; Design/Build Services for the Oak Hill Child, Adolescent and Family Center.

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

Sincerely,

Darlene A. Banks *DAB*
Darlene A. Banks,
Assistant Purchasing Agent

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



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ACKNOWLEDGEMENT OF ADDENDUM NO. 4

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **Monday, May 2, 2011, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 4, _____ day of _____, 2011.

Legal Name of Proposer

Signature of Authorized Representative

Title

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

Section 00700-48 RESPONSIBILITY FOR COMPLETION, TIME OF COMPLETION AND LIQUIDATED DAMAGES has been revised; See Attached.

Section 01800 – SAFETY, HEALTH & LOSS PREVENTION PROGRAM GUIDELINES: Delete Item 2 C – Owner-Controlled Insurance Program (OCIP) Administrator

Q&A

Question: Are there any drawings on the existing building and site improvements?

Answer: No

Question: Has a program document by building been developed that defines the scope of work?

Answer: No

Question: Has there been an environmental or geotechnical survey of the facility?

Answer: Please see Attached file

Question: Is there a current topographic survey identifying utilities and easements?

Answer: Unaware of any at this time

Question: Is the facility going to be occupied during construction?

Answer: No

Question: The “Cost Proposal Form” states a contract period of 275 days. Is this intended to be on-site construction time only or is design and permitting time included in the 275 days?

Answer: 275 days is the total duration for all phases of the project

Question: Under “Project Description”, the stated cost limitation also includes fixed equipment.

- a. Please provide the list of the fixed equipment.
- b. Does Specification Section 11 include all the equipment to furnished?

Answer: a & b will be determined and developed by the successful vendor

Question: Does the stated cost limitation include the following individual system and improvements?

- a. Security System
- b. Voice/Data
- c. CCTV
- d. Intercom
- e. Any FF&E

Answer: Although this will be determined during the design development state, it may or may not include a Security System, Voice/Data, CCTV or Intercom. It does not include FF&E.

Question: The RFQ specifies one site visit during the pre-bid meeting. Will additional site visits be allowed?

Answer: Additional site visits were added for April 12th thru April 14th.

Question: There was a previous RFP issued on this project for CM Services. Has this selection been made?

Answer: Award of the PM/CM contract is anticipated to occur prior to award of this contract.

Question: It appears there are missing pages in the RFP. Please provide the complete Section 4 – Proposal Requirements.

Answer: See addendum #2

Question: The Index indicates a Section 01 010 “Summary of Work” in Volume II, but it is not included. Please provide Section 01 010.

Answer: This section is located in Volume II of the RFP located on Fulton County’s website.

Question: What is the purpose of section Pre-operational Planning Fact Finding Guide – GL?

Answer: This is an example of a form for what is required for section 01 800 paragraph 3.I.

REVISED 00700-48 RESPONSIBILITY FOR COMPLETION, TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Duty to Accelerate

Subject to the other provisions of the Agreement Documents, Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Critical Path Method (CPM) Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, Contractor agrees that it will, as necessary or as directed by the County, take some or all of the following actions at no additional cost to the County to improve its progress:

- (1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the County, the delay and backlog of Work;
- (2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the County, the delay and backlog of Work;
- (3) Reschedule activities as necessary to eliminate in the judgment of the County the delay and backlog of Work; and
- (4) Any other measure required by the schedule requirements of the Special Conditions.

In addition, the County may require Contractor to submit a proposed revised CPM Schedule Recovery Plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the County finds the proposed plan not acceptable, the County may require Contractor to submit a new and/or revised plan with direction and other input from the County and Engineer.

2. Liquidated Damages

It is understood and agreed that the County will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions.

Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Engineer, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work: \$1,500/day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the County after the expiration of the Agreement Date(s) for completion specified in the CPM Schedule for the Work or portions thereof. Contractor and its surety shall be liable for any liquidated damages in excess of the amount due Contractor on the Final Payment.

If the CPM Schedule projects any untimely completion with unexcused delay and the County in good faith believes that retainage will be insufficient to cover the County's damages, Contractor agrees that the County may withhold additional funds to assure the payment of the liquidated damages owed by Contractor.

3. No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the County as a result of the failure on the part of Contractor to complete the Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or his surety. Any excess amount owing as liquidated damages shall be paid upon demand.