



## FULTON COUNTY PURCHASING DEPARTMENT

Winner 2000- 2005 Achievement of Excellence in  
Procurement Award  
National Purchasing Institute



Jerome Noble, Director

May 15, 2006

RE: **#06ITB49976K-RS, Fairburn Neighborhood Senior Center**

Dear Bidders:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced Invitation to Bid (ITB).

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

Sincerely,

Rholanda M. Stanberry

Chief Assistant Purchasing Agent

**#06ITB49976K-RS, Fairburn Neighborhood Senior Center**

**Addendum No. 1**

**May 15, 2006**

**Page Two**

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

**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

The undersigned bidder 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 30335 by the ITB due date and time **Wednesday, June 7, 2006 no later than 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**Addendum No. 1**

**Item 1** Revise Insurance Requirement (limits) to the Owner-Contractor Agreement

1. Issue revised Section 00 500 Owner-Contractor Agreement, Article 11 Insurance, 11.2 CONTRACTOR'S LIABILITY INSURANCE, sub-section 11.2.2 (pages 00 500-56 through 00 500-58)

**Item 2** Revise Section 01 630 Products and Substitutions

1. Clarify process to submit for "or equal" substitution request during the bid period

**End Addendum No. 1**

and any Sub-Contractor performing work covered by this Agreement for claims made by any persons, including the employees and parties in privity of the contract with the Contractor, claiming injury as a result of the performance of the Project.

- (b) At a minimum, such insurance must include but not necessarily be limited to:
- (i) Worker's Compensation and Employer's Liability insurance (**for all operations away from the Project site**);
  - (ii) Motor Vehicle Liability insurance, covering all motor vehicles, whether owned, non-owned, or hired (**for all operations both at and away from the Project site**);
  - (iii) Comprehensive (or Commercial) General Liability insurance, with Broad Form Liability endorsement. Comprehensive (or Commercial) General Liability policy with Broad Form Liability endorsement shall be further endorsed naming County, the Construction Manager, and County's Professional Consultants as additional insured (**for all operations away from the Project site**).
  - (iv) Professional Liability insurance, specifying that the Contractor shall be responsible to the County for acts, errors and omissions of the Contractor's directors, officers, employees and parties in privity of the contract with the Contractor to perform a portion of the work, including their agents and employees (**for all operations both at and away from the Project site**). The Contractor shall require the architects and the engineers that are responsible for the design and engineering to purchase and maintain liability insurance with no less coverage than \$1,000,000.00 or 10% of the construction value of the Work, whichever is greater, throughout the duration of the project and for two years following the Date of Substantial Completion.

11.2.2 The insurance required by Subparagraph 11.2.1 above shall be written for not less than the following liability limits, or greater if required by law. Evidence of such insurance shall be provided PRIOR to the day of actual work being performed (refer to OCIP Enrollment procedures provided by the OCIP Administrator for more assistance, or contact Fulton County's designated Representative.)

- (a) Worker's Compensation - in compliance with 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

Commercial General Liability – including contractual Liability Insurance

Bodily Injury/Property Damage	Each Occurrence	\$1,000,000
Personal/Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000

Business Automobile Liability

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

<u>Electronic Data Processing Liability</u> (Required if computer contractor)	Limits	\$1,000,000
<u>Umbrella Liability</u> (In excess of noted coverages)	Each Occurrence	\$2,000,000
<u>Professional Liability</u> (Required if bid/quotation includes professional services) Limit of \$1,000,000 or 10% of Contract value, whichever is greater.		
<u>Fidelity Bond</u> (Employee Dishonesty)	Each Occurrence	\$ 100,000

**BUILDERS RISK**

"All-risk" form of builder's risk insurance providing coverage against loss or damage by fire or other peril on an "all-risk" form, including demolition and increased cost of construction, debris removal and the full replacement cost of the Project foundations and containing an agreed amount endorsement, and, until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

**Sublimits:**

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$ 25,000
Debris Removal	25% of Insured Physical Loss

**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 4.2.5 or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) 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.

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

Such certificates and notices shall be sent to:

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

### Insurance in no way Limits the Liability of the Respondent

**Note:** The Contractor shall provide and shall require all Sub-Contractors performing work under this Agreement to obtain an insurance certificate showing proof of insurance coverage conforming to the above limits, and showing FULTON COUNTY GOVERNMENT as the "Certificate Holder" and "Additional Insured". The Contractor/Vendor shall insure that the ITB proposal number and Project Description appear on the Certificate of Insurance. Without such certificate, the Contractor and any Sub-contractor are considered NON-ENROLLED in OCIP, and cannot commence work.

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## SECTION 01 630 – PRODUCTS & SUBSTITUTIONS

### 1. GENERAL

- A. This Section covers mandatory provisions for requests for product substitution during the bid period, and submission of product information and for submission of product information and for substitution procedures, after Contract award.
- B. Definitions:
1. "Products" are defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for this Project or taken from the Contractor's stock of previously purchased products.
  2. "Materials" are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of the Work.
  3. "Equipment" is defined as a product with operational parts, regardless of whether motorized manually operated, and particularly including products with service connections (wiring, piping, etc.).
  4. Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including specialties, systems, finishes, accessories, furnishings, special construction and similar terms which are self-explanatory and have recognized meanings in the construction industry.

### 2. PRODUCT SUBSTITUTION APPROVAL (BID PERIOD)

- A. As part of the bidding process, contractors, subcontractors or manufacturers may request approval for product substitutions for items that are specified allowing "or equal".
- B. Only products submitted following the proper procedure, detailed in this section, and submitted by the deadline for the last Request for Information, will be reviewed and considered.

### 3. INITIAL PRODUCT SUBMISSION (AFTER CONTRACT AWARD)

- A. As part of the Submittal Register specified in Section 01 340 of the General Requirements, provide a list showing names of products together with the names of manufacturer of each and, where applicable, the name of the installing subcontractor.
- B. Only specified products will be reviewed, except as herein below provided for substitutions.

#### 4. PRODUCTS

##### A. General Product Compliances

1. The compliance requirements for individual products as indicated by the Contract Documents are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, compliance with all of same being a requirement.
2. The Contractor's options for selection of products are limited by the Contract Document requirements and by governing regulations, and are NOT controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures for the selection of product options include, but are not limited to, the following:
  - a) If material specified in the Contract Documents is not available on the current market, alternate materials may be proposed by the Contractor through the Construction Manager for Architect and County approval.
  - b) In the Contract Documents where a specific brand, make, or manufacturer is denoted, the intent is that it be considered the standard for establishing the style, type, character and quality level of the article desired, but not as a restriction in the selection process to the specific brand, make or manufacturer named.
  - c) Alternate brands, make of material, device or equipment which, in the opinion of the Architect, are recognized as the equal of that specified on the basis of quality, workmanship and economy of operation considerations and are suitable for the purpose intended may qualify for acceptance.
  - d) Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations shall be at the Contractor's option.
  - e) Performance Requirements: Provide products which comply with the specific performances specified, and which are recommended by the manufacturer (in published product literature or by individual certification) for the application indicated. Overall performance of a product is implied where the product is specified with only certain performance requirements.
  - f) Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations during the manufacturing process.

3. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by the Contractor matches the sample satisfactorily lies with the Architect. Where no product within the specified cost range is available for a satisfactory match that complies with requirements, comply with the provisions in the Contract Documents related to "Substitutions" and "Change Orders" for the selection of a matching product outside the established cost category or of a product not complying with requirements.
4. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with the requirements) is at the option of the Contractor with the subsequent selection of color, pattern and texture to be by the Architect.

B. Quality Assurance

1. Source Limitation: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
2. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within the Contract Documents, but must be provided by the Contractor. Compatibility is a basic general requirement of product and material selections.
3. Provide products and materials which are undamaged and unused at the time of installation, and which are complete with accessories, trim, finishes, safety guards and labels, maintenance instructions and other devices and details required for a complete installation and for the intended use and effect.
4. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully in similar applications on other projects.
5. Continued Availability: Where additional amounts of a product, by the nature of its application, are likely to be needed by the County at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to the County at such later date.
6. Warranties and Guarantees: Warranties are in several categories including those indicated in the General Requirements and in the Technical Specifications.

C. Certification

1. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of the Work for which specific performance requirements and/or manufacturers' specifications are listed. The Contractor shall be responsible for securing two (2) copies of each certification as required and transmitting same to the Construction Manager.
  2. Each item requiring certification shall be so noted and an affidavit must be filed singly to cover each specified material, installation, application and the like.
- D. Certification of Compatibility: If requested, the material and equipment manufacturers shall certify in writing that:
1. Other manufacturers' materials and/or equipment coming in contact with their product are compatible with their product in every way and that the intended performance of the system in which their product is incorporated will not be affected as a result of such contact. Also, that a physical breakdown of their product by chemical reaction or otherwise will not occur as a result of such contact.
  2. The combination of products by one manufacturer to make up the manufacturer's specified system will contribute to the performance of the system as intended, and will remain operational, reliable and durable. The manufacturer will be the source of routine maintenance and replacement parts.
- E. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the Work.
1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
  2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.
- F. Reuse of Existing Material
1. Except where specified or approved in writing, materials and equipment removed from an existing structure shall not be used in the Work.

2. Where use of existing materials and/or equipment is specified or approved in writing, use special care in removing, handling, storing and reinstallation to assure proper function of same in the completed Work.

## 5. CONSIDERATION OF SUBSTITUTIONS

- A. The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to Contract Documents, where requested by the County or the Architect, are "changes" and not "substitutions." The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions", nor do they constitute a basis for change orders, except as provided for in the Contract Documents. Otherwise, the Contractor's requests for changes in products, materials and methods of construction required by the Contract Documents are considered requests for "substitutions", and are subject to the requirements herein.
- B. Substitutions for a specified product, [after contract award](#), will be considered only if the specified product is not obtainable, or if delivery date of all such specified products is such that the scheduled date of Substantial Completion of the Work will be delayed if the specified product remains a requirement. The latter cause shall only be considered if the Construction Manager is notified of this condition within thirty (30) days of the Notice to Proceed for the Contract, or if after order has been placed, circumstances beyond the Contractor's control, such as labor disputes affecting manufacture or delivery of product cause such a delay. Under no circumstances will a substitution be allowed for reasons of potential delay due to Contractor's failure to execute timely purchase orders with the vendor or subcontractor, or due to Contractor's failure to submit product data or shop drawings in adequate time to allow for review and possible re-submittal prior to the required delivery date.
- C. **Qualifications (during Bid Period):** Substitutions will only be considered if the specifications denote "or equal" acceptance, and based upon the Contractor's, Subcontractor's or Manufacturer's representation that by submitting any Request for Substitution, they:
  1. [have researched the proposed substitution and has determined that it is equivalent to or superior in all respects to that specified.](#)
  2. [confirm that the same warranties or bonds apply for the substitution as for the specified product, material, system and/or construction method.](#)
  3. [identify all coordination issues resulting from the installation of any accepted substitution into the Work.](#)
- D. **Qualifications (after Contract Award):** Substitutions will only be considered for the reasons noted above, based upon the Contractor's representation that by submitting any Request for Substitution, the Contractor:

1. has researched the proposed substitution and has determined that it is equivalent to or superior in all respects to that specified.
2. confirms that the same warranties or bonds apply for the substitution as for the specified product, material, system and/or construction method.
3. has determined by its best judgment and experience that the proposed substitution is either necessary or in the County's best interest.
4. will coordinate the installation of any accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
5. waives claims for additional costs caused by the substitution which may subsequently become apparent.
6. has submitted complete cost data which includes all related costs under its Contract.

**E. Disqualifications:** No consideration will be given to proposed substitutions when:

1. they are indicated or implied on shop drawing submittals without having been formally requested in accord with provisions specified herein.
2. for their implementation they require a major revision in the Work in order that their use may be accommodated.
3. they materially alter the design concept including color or function originally intended by the specified product.

**6. SUBMITTAL PROCEDURES ON SUBSTITUTIONS**

- A. Substitution Request Form: The attached form must be filled out in its entirety and submitted in addition to the submittal information and data noted below. Submit a separate Substitution Request Form for each proposed substitution.
- B. Submittals: Submit three (3) copies of each Substitution Request Form and of each of the following related support items:
  1. Identify product for which substitution is proposed by description, brand name and catalog number, giving specification section number where specified.
  2. Identify in similar manner the proposed substitution and include the manufacturer's name, address and telephone number.

3. Itemize differences between product specified and proposed substitution, including but not limited to physical, color, function and guarantee considerations.
4. Itemize changes in adjacent work occasioned by proposed substitutions.
5. Accompany request with test data from independent laboratory substantiating quality and performance of proposed substitution.
6. Attach manufacturer's complete instructions on storage, handling and installation.
7. Provide list of three projects giving names, addresses and phone numbers of owners, general contractors, and architects where proposed product has been used.
8. State proposed change to the Contract Sum and proposed change to the Contract Time if substitution is accepted and confirmed by Change Order. If the proposed substitution involves a change to the Contract Sum, any change in cost of adjacent or related Work shall be included also.
9. State the number of days (not less than 15) during which the substitution as submitted is subjected to acceptance.
10. Include any cost savings to the County which might result from this substitution.

## **7. ACCEPTANCE OR REJECTION**

- A. The Architect and/or the Construction Manager have the authority to reject any substitution submittals due to incompleteness or for other good reason.
- B. The Architect will be the sole judge of the acceptability of the proposed substitution.
- C. Only the Architect, with the County's approval, will have the authority to change the specified standards of quality. However, neither this authority to act under this provision, or any decision made in good faith either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Architect to the Contractor, subcontractor of any tier, any or their agents or employees or other persons performing the Work or offering to perform the Work.
- D. The Construction Manager will attain a prompt review from the Architect of the Request for Substitution which complies with the above provisions.
- E. If no exceptions are taken, approval will be granted in writing. If the substitution represents a change to the Contract Documents, the substitution will be confirmed by Change Order.
- F. If accepted, the Contractor explicitly assumes all liability for the fit and function of all surrounding assemblies, and all interfacing devices.

- G. If rejected, the Contractor will be promptly notified, and the Contractor shall proceed with the Work in accordance with the Contract Documents.

**END OF SECTION 01 630, PRODUCTS & SUBSTITUTIONS**  
follows Substitution Request Forms attached

**SUBSTITUTION REQUEST FORM**  
A. *For Use During Bid Period*

*(For use by Architect)*  
 Accepted  
 Accepted as Noted  
 Not Accepted  
 Received Too Late

From: \_\_\_\_\_

To: Vincent Pope + Associates, Inc.

Project: \_\_\_\_\_ ITB No. 06ITB 49976K-RS

We hereby submit for your consideration the following proposed substitution in lieu of the specified item for the above-named project:

**Proposed Substitution:**

Specified Item:

Reference Drawing No(s).

Reference Specification Section/Paragraph

1. Attach complete information and technical data on any changes to the program, drawings, specifications, or other Contract Documents which the proposed substitution will necessitate for its proper incorporation.
2. Accompany this request with all samples and substantiating data necessary to prove equal quality and performance levels of the proposed substitution to those of the specified item. Clearly mark manufacturer's literature to highlight the indicated equality in performance.
3. Respond to each of the following questions (use additional sheets if necessary):
  - A. What is the quality level of the proposed substitution versus that of the specified item?
  
  
  
  
  
  
  
  
  
  
  - B. What are significant variations between the proposed substitution and the specified item?
  
  
  
  
  
  
  
  
  
  
  - C. What affect(s) would the proposed substitution have on the operation and maintenance of the completed facility?

**SUBSTITUTION REQUEST FORM (continued)**  
*For Use During Bid Period*

D. Are manufacturer's warranties for the proposed substitution and the specified item the same?  
Yes \_\_\_\_ No \_\_\_\_

If no, explain:

E. What effect would the proposed substitution have on other trades?

F. How would the proposed substitution affect the project schedule?

G. What reason(s) justifies this request for a substitution?

The undersigned states and certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item and assumes the liability for the provision of equal performance of same as a minimum. THIS FORM MUST BE SIGNED.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (type or print): \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**NOTE:** Signature shall be by a person having authority to legally bind his/her firm to the above terms. Failure to provide a legally binding signature will result in the retraction of any approval of this proposed substitution.

**SUBSTITUTION REQUEST FORM**

B. *For Use Only After Contract Award*

*(For use by Architect)*

- Accepted
- Accepted as Noted
- Not Accepted
- Received Too Late

From: \_\_\_\_\_

To: Vincent Pope + Associates, Inc.

Project: \_\_\_\_\_ Contract No. \_\_\_\_\_

We hereby submit for your consideration the following proposed substitution in lieu of the specified item for the above-named project:

**Proposed Substitution:**

\_\_\_\_\_

\_\_\_\_\_

Specified Item:

\_\_\_\_\_

\_\_\_\_\_

Reference Drawing No(s)

Reference Specification Section/Paragraph

\_\_\_\_\_

\_\_\_\_\_

1. Attach complete information and technical data on any changes to the program, drawings, specifications, or other Contract Documents which the proposed substitution will necessitate for its proper incorporation.
2. Accompany this request with all samples and substantiating data necessary to prove equal quality and performance levels of the proposed substitution to those of the specified item. Clearly mark manufacturer's literature to highlight the indicated equality in performance.
3. Respond to each of the following questions (use additional sheets if necessary):

A. What is the quality level of the proposed substitution versus that of the specified item?

\_\_\_\_\_

B. What are significant variations between the proposed substitution and the specified item?

\_\_\_\_\_

C. What affect(s) would the proposed substitution have on the operation and maintenance of the completed facility?

\_\_\_\_\_

\_\_\_\_\_

**SUBSTITUTION REQUEST FORM (continued)**  
*For Use Only After Contract Award*

D. Are manufacturer's warranties for the proposed substitution and the specified item the same?  
Yes \_\_\_\_ No \_\_\_\_

If no, explain:

\_\_\_\_\_

\_\_\_\_\_

E. What effect would the proposed substitution have on other trades?

\_\_\_\_\_

\_\_\_\_\_

F. How would the proposed substitution affect the project schedule?

\_\_\_\_\_

\_\_\_\_\_

G. What are accurate comparative cost figures between the proposed substitution and the specified item?

\_\_\_\_\_

\_\_\_\_\_

H. What reason(s) justifies this request for a substitution?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned states and certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item and assumes the liability for the provision of equal performance of same as a minimum. THIS FORM MUST BE SIGNED.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME (type or print): \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**NOTE:** Signature shall be by a person having authority to legally bind his/her firm to the above terms. Failure to provide a legally binding signature will result in the retraction of any approval of this proposed substitution.