



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

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

Jerome Noble, Director



July 26, 2006

**RE: ITB #06ITB512353K-JD – Fast Track for Repairs and Construction
Tasks**

Dear Proposers:

Attached is one (1) copy of Addendum 3, hereby made a part of the above referenced Invitation to Bid (ITB).

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

Sincerely,

Joyce Daniel

Joyce Daniel
Assistant Purchasing Agent

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

****The ITB due date is extended to Wednesday, August 2, 2006, 11:00 AM****

1. Response to Questions:

Question: Is there a wage determination that applies to this contract?

Answer: There is not a wage determination that applies to this contract. Wages for services are incorporated in The Gordian Group's Unit Price Book. Total sum is to be multiplied times the adjustment factor for Normal (and other than Normal) Working Hours for services.

Question: The adjustment factor weightings listed on page 66 of 68 add up to 0.85. Is it the Fulton County's intent that the total of the weightings not equal 1.00?

Answer: Calculation of Overall Combined Weighted Adjustment Factor under Section 11 will be removed. See revised Section 11 per Attachment 3.

Question: What has been the annual volume on the prior contract?

Answer: The total annual volume approved by the Board of Commissioners varies. The current program has a maximum spending authority of \$1.5 million per contractor per year as established by the Fulton County Board of Commissioners. The current program includes three (3) contractors; therefore, we have a maximum volume value of \$4.5 million.

Question: Who is the incumbent on the prior contract? What are the prior coefficients?

Answer: The three current contractors in the program are Kinan, Inc., EDT, Inc. and Prime Contractors, Inc. Providing those company's coefficients is proprietary information.

Question: Does Fulton County plan to make more than one award under this contract? If so, how will individual projects be awarded?

Answer: The number of Fast Track Contractors will be recommended by the General Services Department to the Fulton County Board of Commissioners. There have been traditionally three (3) contractors recommended. Individual projects are assigned by the General Services Department to the contractor. The General

Services Department makes effort in the management of the program to assign projects to achieve an equal assignment volume throughout the term of the contract.

Question: Could you confirm that the annual limit of \$1.5 million is for each contractor if multiple awards are planned?

Answer: Annual contractor limit is currently \$1.5 million per contractor per year as established by the Fulton County Board of Commissioners.

Question: We are not sure how to complete Exhibits C & D with regard to subcontractor information. Since this is indefinite-delivery, indefinite-quantity contract and the owner has not identified specific projects, we do not know at this time what subcontractors will be required. We also do not know what the subcontracted disciplines, timeframes, and dollar amounts will be. Could you clarify if this information is indeed required to be submitted at this time or if it is required with individual task order proposals for specific projects?

Answer: Since this is an indefinite-delivery, indefinite-quantity contract, based on a task order process the specific values cannot be determined at bid submittal. However, a commitment is required. The commitment shall be as follows:

- Exhibit "C" should state: "To be determined on a job by job bases."
- Exhibit "D" List known vendors that you intend to use. Do not list percentages since jobs are to be determined on a task order basis in the future. Indicate, "To be determined on a job by job bases."
- EBO Plan: Reference Company's intention to use minority participation. Refer to Section 5, page 31.

Question: Since this is an indefinite-delivery, indefinite-quantity contract, it is difficult to know exactly how many and what subcontractor disciplines will be required at this time. Can additional subcontractors be added as this contract progresses? In other words, could you confirm that we are not limited to the subcontractors presented at time of bid?

Answer: Since this is an indefinite-delivery, indefinite-quantity contract, based on a task order process the specific values cannot be determined at bid submittal. Additional subcontractors can be added as this contract progresses. The contractor is expected to utilize the sub-contractors that are listed when the scope of a job assignment is commensurate with the work of the listed sub-contractor.

Question: The bid form on page 11 seems to be more appropriate for a lump sum contract rather than a coefficient. The pricing form on page 64 looks more appropriate for a coefficient based contract. Do we complete the form on page 64 or page 11?

Answer: Use page 64, Section 11 for the proposed bid. Note: Section 11 – Pricing Form is revised per Attachment 3.

2. **Section 2, Bid Form is revised per Attachment 1.**
3. **Section 4, Bid Bond Requirements is revised per Attachment 2.**
4. **Section 11, Pricing Forms is revised per Attachment 3.**
5. **Revise: Pages 5 and 6 of INVITATION TO BID SECTION; 3. Scope of Work Summary per Attachment 4.**
6. **Revise: Page 7, INVITATION TO BID SECTION; 3. Scope of Work Summary: J, Item 2, to read as follows:**

“2) It is estimated that 5% of the work accomplished under this contract will be based on other than normal hours”.

7. **Revise: Page 7, INVITATION TO BID SECTION; 3. Scope of Work Summary: J, Item 3, to read as follows:**

“3) It is estimated that 15% of the work will require architectural/engineer stamped design documents.

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.

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.

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.”

8. Revise: Page 49 of Section 7, AGREEMENT, 3. Scope of Work per Attachment 5.

ACKNOWLEDGEMENT OF ADDENDUM NO. 3

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the bid 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, August 2, 2006 no later than 11:00 A.M.**

This is to acknowledge receipt of Addendum No.3, _____ day of _____, 2006.

Legal Name of Bidder

Signature of Authorized Representative

Title

ATTACHMENT 1

**SECTION 2
BID FORM
Fast Track for Repairs and Construction Tasks
Revision**

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.
- Refer to Section 11 – Pricing Forms for form to be attached to this bid form and submitted.
- 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.
- 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.

- H. The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.
- I. The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

Enclosed is a Bid Bond in the approved form, in the sum of: _____
_____ Dollars (\$ _____) according to the
conditions of "Instructions to Bidders" and provisions
thereof.

END OF SECTION NO. 2

ATTACHMENT 2

SECTION 4 BID BOND REQUIREMENTS Fast Track for Repairs and Construction Tasks Revision

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

(\$ _____) being in the amount of five (5%) percent of \$1,500,000.00. 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

ATTACHMENT 3

SECTION 11 PRICING FORMS Fast Track for Repairs and Construction Tasks Revisions

SECTION 11
PRICING FORMS

The following form shall be used for submitting Bid prices under Section 2 – Bid Form:

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
- An LLC
- A Joint Venture consisting of _____

A. **Adjustment Factors:** 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; example: 0.0000)

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

B. Experience:

The Bidder shall list below work done of a similar nature to this contract such as indefinite-delivery, indefinite-quantity contract (IDIQ), Job Order Contract (JOC), etc., that will afford the County opportunity to evaluate experience.

Attach a separate sheet if necessary or desired.

PROJECT NAME	CONTRACT VALUE	DURATION	OWNER'S NAME	OWNER'S REPRESENTATIVE'S TELEPHONE
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

END OF SECTION NO. 11

ATTACHMENT 4

INVITATION TO BID SECTION Fast Track for Repairs and Construction Tasks Revision

- 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.
 - 3) Normal working hours with Architectural and Engineering services. Architectural and Engineering services associated with this Fast Track contract are for graphics related to permitting or layout purposes only and furnished through the contractor. This factor will be applied to the UPB unit prices only when Architectural or Engineer drawings are required or requested by the County.

- 4) Other than normal working hours with Architectural and Engineering services. Architectural and Engineering services associated with this Fast Track contract are for graphics related to permitting or layout purposes only and furnished through the contractor. This factor will be applied to the UPB unit prices only when Architectural or Engineer drawings are required or requested by the County.
- J. 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.
- K. The FTSPS 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.
- L. The procedures for ordering work are covered in the General Conditions.
- M. 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

ATTACHMENT 5

SECTION 7 AGREEMENT Fast Track for Repairs and Construction Tasks Revision

3. SCOPE OF WORK

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*

** Architectural and Engineering services associated with this Fast Track contract are for graphics related to permitting or layout purposes only and furnished through the contractor. This factor will be applied to the UPB unit prices only when Architectural or Engineer drawings are required or requested by the County.*