



Fulton County, GA

Department of Purchasing & Contract Compliance

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

June 22, 2010

Re: #10RFP73630K-JD – Architectural and Engineering Services for Fulton County Government Center Waterproofing

Dear Proposers:

Attached is one (1) copy of Addendum 4, hereby made a part of the above referenced **#10RFP73630K-JD – Architectural and Engineering Services for Fulton County Government Center Waterproofing**.

Except as provided herein, all terms and conditions in the **#10RFP73630K-JD – Architectural and Engineering Services for Fulton County Government Center Waterproofing** referenced above remain unchanged and in full force and effect.

Sincerely,

Joyce Daniel

Joyce Daniel, CPPB
Assistant Purchasing Agent

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



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

REVISED: Section 3, Proposal Requirements, 3.3 Scope of Work has been revised as follows:

3.3 SCOPE OF WORK

3.3.1 INTENT

1. The County intends to select a qualified A/E team to provide technical, professional and other services for this RFP as broadly described in the scope of services. The team should have specific expertise showing a minimum of 5 years experience and a minimum of 3 to 5 Projects of equal value and complexity for the services described in Phase I and Phase II in the following pages of this document. The A/E team must also have food service operation, planning and management experiences.

2. For the purpose of this Agreement, the General Services Department is designated as the County's representatives to act for the County in regard to approvals and authorizations for all work required and provided for in this Agreement. No work shall commence without a written notice to proceed signed by an authorized representative of the General Services Department.

3. The intent of this Agreement is for the A/E team to provide all of the technical, professional, architectural and engineering services for this RFP. The A/E team will submit a written proposal for the Project detailing all services. The County may accept or reject the proposal, or decline such services when it is in the best interest of the County to do so. If the A/E team's proposal is accepted, the County may issue a work authorization and notice to proceed which specifies the "not-to-exceed" amount of the work authorization. After having received the notice to proceed including a written approval of the scope of services and the estimate of fees for this Project, the A/E team shall provide the services required in accordance with the two phases identified below. No work outside that scope of services shall start without an amended notice to proceed. The County may cancel an outstanding notice to proceed or work authorization at any time at the County's convenience if it is in the County's best interest. Upon the cancellation of an outstanding notice to proceed, the County will pay the A/E team for any authorized work which has been satisfactorily performed up to and through the date of cancellation.

4. It is understood and agreed by the A/E team that the services performed under Phase I and Phase II of this Agreement shall include, but not be limited to, those services described below and to the extent desired by the County.

5. The A/E team's Basic Services consist of the work described in paragraphs 1.1 and 1.2 and include any other services included in Article IV or any other article of this Agreement as part of Basic Services.

PHASE I – TERRACES

3.3.2 RESEARCH AND ASSESSMENT

1. A previous assessment will be available for the A/E team's reference; however a thorough and complete assessment and investigation of water leakage, points of water entry into the building, root cause of leakage from interior and exterior terraces into lower level offices and other occupied and unoccupied areas shall be performed.
2. Report on extent of damage occurred to building components (waterproofing, topping materials, drainage system and/or structural members).
3. Provide a comprehensive mobilization plan which includes swing space, traffic flow, and occupant flow impact that may occur during the construction phase.
4. Evaluate environmental and health safety impacts and concerns of prolonged water penetration into different areas of the building.
8. Investigation of HVAC, Plumbing, Mechanical, Electrical and Sprinkler Systems and damage due to moisture and water leaks.
9. Provide report on mold growth – extent of areas affected and nature of severity.
10. Provide assessment on inefficient interior/exterior drainage system, ponding of water due to installation of faulty flashing and poor maintenance.
11. An assessment on the impact on building occupants work areas and surrounding streets traffic during demolition and renovation of various parts of the Government Center should be performed.
12. Research design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to this Project.
13. Provide support services such as surveying, materials testing, and other services as necessary to complete the work requested.

14. The designated A/E team representatives for the Project shall be prepared to coordinate Project work with specified General Services Department representatives, where necessary.

15. Investigate and determine requirements related to the Project (e.g.: utilities, drainage system, etc) and coordinate work with others with respect to such systems.

3.3.3 DEMOLITION, CLEANING AND PREPARATION

1. Provide program, sequence and timeline for Demolition work required of different segments and components of the Project as outlined below:

- a. Removal of such materials from the site and disposing of the same.
- b. Coordination with all the Utility Companies (e.g. water, gas, power, phone, data lines) for disconnecting and restoring services upon completion of phases of the work.
- c. Impact of demolition on department personnel, building tenants, street traffic and any services interrupted by Project work.
- d. Removal of all landscaping material in areas (interior and exterior) including planters in the atrium area.
- e. Removing exterior terrace pavers and drainage system.

3.3.4 CONCEPTUAL AND SCHEMATIC DESIGN PHASE

1. Prepare the Project concept report, which shall be developed to accommodate sound and dependable solutions to maintain dry interiors and moisture and leak proof terraces. The concept report shall include several options that are to be formally presented to the County. The County must approve the report prior to the Consultant beginning further development of the Project plans. It is recognized by the parties that the approved concept may be modified by the County as required by the County and reapproved by the County during the course of design due to input from specific department heads, budget and/or operational limitations.

2. Validate (check and update) the approved Project concept and prepare a Project Design Book for approval by the County prior to the beginning of preliminary plans.

3. Prepare environmental studies, documentation, and reports on indoor air quality for the Project that show the Project is in compliance with the provisions of the U.S. Environmental Protection Agency's Office of Air and Radiation, as appropriate to the Project funding. The Consultant shall submit to the County all environmental documents and reports for review and approval by the County.

4. Perform all surveys, investigation studies and evaluations needed for design of the Project.

5. Perform all work required to obtain Project permits. These efforts shall be coordinated with the County.
6. Prepare the Project's drainage design for all exterior terraces roof areas.
7. Prepare studies, outline specifications, preliminary construction plans, including a cost estimate for the Preliminary Plan Review.
8. Provide certification, by a Georgia Registered Professional Engineer and Architect that the construction plans have been prepared under the guidance of the professional engineer/architect and are in accordance with ADA, NFPA and state and local codes.
9. The A/E team shall follow the County's Plan Development Process, which involves a review, followed by County approval of each phase of the work, to include the Conceptual and Schematic Phase, Design Development Phase and the Construction Document Phase. Cost estimates for the Design Development and Construction Document Phases shall also be submitted for County approval.
10. Failure of the A/E team to follow the County's Plan Development Process will jeopardize the use of funds in some or all of the categories outlined in this RFP, and it shall be the responsibility of the Consultants to make up the loss of that funding.
11. All Sub consultants hired by the A/E team to provide services on the Project shall be prequalified with the County in the appropriate area-classes. The County shall, on request, furnish the A/E team with a list of prequalified Consultants in the appropriate area-classes.
12. The Project construction plans shall be prepared in English units.
13. All drafting and design work performed on the Project shall be done utilizing AutoCAD software and shall be organized as per the County's guidelines on electronic file management.
14. County shall review and has approval authority for all aspects of the Project, provided however this review and approval does not relieve the Consultant of its responsibilities under the terms of this RFP. County will work with the authorities having jurisdiction to obtain all needed approvals with information furnished by the Consultant.
15. The Consultant shall be responsible for the overall design, details and specifications and preparation of any required water penetration and leakage studies within the limits of this Project.

16. The Consultant shall follow the County's procedures for identification of existing and proposed utility facilities on the Project.

17. The Consultant shall address all concerns, comments, and requirements to the satisfaction of the County.

18. The Consultant agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this Agreement shall become the property of the County. This data shall be organized, indexed, bound, and delivered to the County no later than the advertisement of the Project for bidding. The County shall have the right to use this material without restriction or limitation and without compensation to the Consultant.

19. The A/E team shall coordinate with the County to ascertain the requirements of the Project and shall develop the Project Programming for County review and approval.

20. The A/E team shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the County.

21. The A/E team shall review with the County alternative approaches to design and construction of the Project.

22. Based on the mutually agreed upon program and Project budget requirements, the A/E team shall prepare, for approval by the County, Schematic Design Documents consisting of drawings and other documents.

23. The A/E team shall submit to the County a Statement of Probable Construction Cost based on unit costs.

3.3.5 DESIGN DEVELOPMENT PHASE

1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the County in the program or Project budget, the A/E team shall prepare Design Development Documents consisting of preliminary construction plan drawings, outline specifications of materials, a preliminary cost estimate and other documents to describe the size and character of the entire Project. All documents shall be submitted to the County for approval.

2. The A/E team shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies (when applicable), as directed by the County.
3. The A/E team shall assist the County in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the County and Contractor.
4. The A/E team shall advise the County of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.

3.3.6 CONSTRUCTION DOCUMENTS PHASE

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the County, the A/E team shall prepare, for approval by the County, Construction Documents consisting of drawings, specifications and a construction cost estimate setting forth in detail the requirements for the construction of the Project.
2. The A/E team shall submit said working drawings, specifications (including bid documents) and construction cost estimates to the County and/or the County's designee(s) for review and/or approval. Before approval is given, the A/E team shall plan to meet with the County and its representatives to discuss the plans and specifications to address any questions or concerns. Where disciplines are similar, plans (drawings) should be jointly signed by Consultant and any Subcontractor or Sub consultant hired by Consultant, with professional seals.
3. The Consultant shall make every effort to provide the most economical design. The Consultant shall consider construction problems and sequencing in the design. The Consultant shall meet and discuss economic considerations and construction staging with the County prior to final design.
4. Compliance with governing permitting agencies will be required. All required standards shall be followed. All costs and efforts to achieve such permitting will be included in the proposed work.
5. Design coordination will be required with A/E team for the duration of the Project in order to reduce impact on existing and/or future developments. Coordination meetings will be held with A/E team and County present (especially before the bidding phase; a quality control review meeting must be conducted by the A/E Team).

3.3.7 BIDDING PHASE

1. The A/E team shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project and specifically in obtaining any and all necessary permits required for approval and/or construction.
2. The A/E team, following the County's approval of the Construction Contract Documents and of the latest Statement of Probable Construction cost, shall assist the County in obtaining bids and assist in preparing contracts for construction.
3. The A/E team may be called upon to prepare a list of prospective bidders for the County and to submit recommendations on the award of contracts to the County on the bids received.
4. The A/E team shall participate with the County in pre-bid conferences, if requested by the County, so as to be informed and assist the County in resolving questions about contract documents, including plans, specifications and requests on the part of contractors and suppliers concerning the work.

3.3.8 CONSTRUCTION PHASE

A. Administration Management

1. The Construction Phase will commence with the award of the Contract for Construction and, together with the A/E team's obligation to provide Basic Services under this Agreement, will terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, General Services will request the A/E team to provide Construction Administration for the duration of the Project including management of the construction of the Project.
2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a Project, the A/E team shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the County's Contract Documents for Construction.
3. The A/E team shall recommend to the County approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.
4. Pre-construction conference: Attend a pre-construction conference with County representatives to coordinate with and give instructions to Contractor.

5. Substitutions: Advise the County as to acceptable substitute materials and equipment proposed by the Contractor.

6. Shop drawings: Review shop drawings, samples, and submittals for general conformance to the Project design and for compliance with the contract documents.

7. Request for Information: Provide answers to Contractor Request For Information pertaining to design concept.

8. Errors and omissions: Assist the County in rectifying any design errors and omissions. The County may ask for plan revisions for errors and omissions at no extra cost to the County.

9. The A/E team shall be a representative of the County as described in the Contract Documents during the Construction Phase, and shall advise and consult with the County. Instructions to the Contractor shall be forwarded through the A/E team. The A/E team shall have authority to act on behalf of the County only to the extent provided in the Contract Documents unless otherwise modified by written instrument.

10. The A/E team shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the A/E team in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations the A/E team shall keep the County informed of the progress and quality of the Work, and shall endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

11. The A/E team shall at all times have access to the Work wherever it is in preparation or progress.

12. The A/E team shall determine the amounts owed to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The A/E team shall maintain a log of Applications for Payment received, indicating the date and the time received.

13. The signature of the A/E team to the County, based on the A/E team's observations at the site and on the data comprising the Contractor's Application for Payment, signifies that the Work has progressed to the point indicated, to the best of the A/E team's knowledge, information and belief. The quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, upon the A/E team's review and to any specific qualifications stated in an A/E approved Application for Payments.

14. The A/E team shall reject Work which does not conform to the Contract Documents. Whenever, in the A/E team's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract or testing of the Work in progress, the Contractor shall test in accordance to the A/E team's instructions or provide an approved alternate method of testing.

15. The A/E team shall review and approve or take other appropriate action upon the Contractor's submittals, such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The A/E team's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

16. The A/E team shall assist the County in the preparation of Change Orders for the County's approval in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents.

17. The A/E team shall conduct inspections to determine the Dates of Substantial Completion and Final Completion and shall receive and forward to County for the County's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.

18. The extent of the duties, responsibilities and limitations of authority of the A/E team as the County's representative during construction shall not be modified or extended without written agreement from the County, the Contractor and the A/E team.

19. The A/E team shall conduct inspections of all construction based on their specifications and shall report findings to the County. In the event of legal action, the A/E team shall analyze and make recommendations regarding the disposition of claims for or against the County.

20. The A/E team shall prepare and submit all supplemental agreements and/or change orders for approval by the County and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the A/E team shall keep the County advised of job costs and provide cost accounting of job costs.

21. Work under this RFP is to commence upon receipt of the "Notice to Proceed" from the County. The Scope of Work services shall be completed within the scheduled period proposed by the Consultant and approved by the County.

22. The Consultant's primary contact for this Project is the Project Manager assigned to the Project by the County General Services Department. All submittals shall be directly submitted to the County's Project Manager at 141 Pryor Street, SW, Atlanta, GA 30303-3472 or as otherwise instructed by the Project Manager.

B. Field Representation

1. The A/E team, with the approval of the County, shall furnish staff of qualified inspection personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the working drawings and specifications and to guard the County against defects in the work and to keep the County informed regarding progress of the work.

2. The staff shall conduct intermediate and final field observations to assure a completed Project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the County.

3. The A/E team shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the A/E team is obligated to report promptly to the County any known defect or deficiency in the contractor's work materials.

C. Special Services

1. When mutually agreed to by the County and the A/E team, the A/E team shall provide professional planning, engineering and/or architectural services for Project and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.

2. When directed by the County, the A/E team shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.

3. If requested by the County, the A/E team shall make studies, analyses, cost estimates and/or reports on items or equipment; operating procedures or functions; physical administrative or financial aspects of a Project.

3.3.9 PROJECT SCHEDULE

1. Project schedule development is one of the core planning processes involved in overall Project plan development. Therefore, the A/E Team shall produce a Project schedule to be approved by The County at the beginning of the Project. The A/E Team shall include The County at the inception of the Project, before the research and assessment phase, so that it is

aware of the design alternatives from the outset. The A/E Team shall update the schedule monthly with Project progress, and shall document reasons for any Project delays and indicate how the Project will be brought back on schedule. The schedule shall provide a computerized critical-path summary identifying the Project phases, sequence of work, duration and relationships among Project activities, as well as the following: summarize cash flow, material accomplishments and program milestones; provide Project updates in summary format.

2. When the Project is in the conceptual and schematic design phase the Consultant shall meet with The County so that it is involved in the initial programming/layout of the Project design. As the Project moves into the design development phase the Consultant shall ensure that all of The County's needs are met by updating and revising the original schedule before the construction document phase of the Project begins.

3. During the construction document phase the Consultant shall incorporate a three-submittal County Project schedule review and approval process, one at 35%, one at 65% and one at 95%. This ensures that The County is allowed to review the progress of the Project against the schedule, and ensures that the Project is designed as planned in the previous schematic and design development phases.

4. When the construction phase of the Project begins, the Consultant shall maintain a master schedule that includes total float, critical-path activities, key deliverable milestones, and logic relationships among activities, duration of activities and resources needed. The schedule should utilize state of the art software to generate all reports, diagrams and charts. From the master schedule the Consultant shall develop cost-loaded detailed schedules for the Project, including timelines for engineering design, permitting activities, critical equipment delivery, financial management and regulatory compliance.

PHASE II – EXTERIOR ENVELOPE SYSTEMS, SKYLIGHT ROOFS & CANOPIES

3.3.10 RESEARCH AND ASSESSMENT

1. A previous assessment will be available for the A/E team's reference, however a thorough and complete assessment and investigation of water leakage, points of water entry into the building, root cause leakage from expansion joints, vertical granite veneer, windows, skylights, and roofs into atrium, offices and all other areas shall be performed. The A/E team shall additionally provide a comprehensive assessment of roof accessibility for maintenance purposes.

2. Report on extent of damage which has occurred to building components including but not limited to:

- a. waterproofing
 - b. flashing
 - c. seals
 - d. roofing system
 - e. granite veneer
 - f. structural members supporting granite veneer
3. Report on state of gutters, downspouts, roof and area drains if inadequate or damaged, and whether they should be replaced.
 4. Provide a report on the Environmental and Health Safety impacts and concerns of prolonged water penetration into the different areas of the building.
 5. Provide report on mold growth – extent of areas affected and nature of severity.
 6. Provide assessment on all hard to access areas of skylights for proper and periodical maintenance.
 7. An assessment on the impact on building occupants work areas and surrounding streets traffic during demolition and renovation of various parts of the Government Center should be performed.
 8. Research design criteria and investigation of materials, construction methods, and equipment and other necessary functions related to this Project.
 9. Support services such as surveying, materials testing, and other services as necessary to complete the work requested.
 10. The designated A/E team representatives for the Project shall be prepared to coordinate Project work with specified General Services Department representatives, where necessary.

3.3.11 CONCEPTUAL AND SCHEMATIC DESIGN PHASE

1. Prepare the Project concept report, which shall be developed to accommodate sound and dependable solutions to enclose building envelope, maintain dry interiors and moisture and leak proof terraces. The concept report shall be approved by the County prior to the Consultant beginning further development of the Project plans. It is recognized by the parties that the approved concept may be modified by the County and re-approved by the County during the course of design due to input from specific department heads, budget and/or operational limitations.

2. Develop schematic design plans to include drawings and details that resolve issues and accommodate sound and dependable solutions to enclose building envelope, maintain dry interiors, moisture and leak proof terraces, as well as accessible systems for roof access.
3. Validate (check and update) the approved Project concept and prepare a Project Design Book for approval by the County prior to the beginning of preliminary plans.
4. Perform all work required to obtain life safety and Project permits. These efforts shall be coordinated with the County.
5. Provide certification, by a Georgia Registered Professional Engineer and Architect that the construction plans have been prepared under the guidance of the professional engineer/architect and are in accordance with ADA, NFPA and state and local codes.
6. The A/E team shall follow the County's Plan Development Process, which involves a review, followed by County approval of each phase of the work, to include the Conceptual and Schematic Phase, Design Development Phase and the Construction Document Phase. Cost estimates for the Design Development and Construction Document Phases shall also be submitted for County approval.
7. Failure of the A/E team to follow the County's Plan Development Process will jeopardize the use of funds in some or all of the categories outlined in this RFP, and it shall be the responsibility of the Consultants to make up the loss of that funding.
8. All Sub consultants hired by the A/E team to provide services on the Project shall be prequalified with the County in the appropriate area-classes. The County shall, on request, furnish the A/E team with a list of prequalified Consultants in the appropriate area-classes.
- 9 The Project construction plans shall be prepared in English units.
10. All drafting and design work performed on the Project shall be done utilizing AutoCAD software and shall be organized as per the County's guidelines on electronic file management.
11. County shall review and has approval authority for all aspects of the Project provided however this review and approval does not relieve the Consultant of its responsibilities under the terms of this RFP. County will work with the authorities having jurisdiction to obtain all needed approvals with information furnished by the Consultant.
12. The Consultant shall be responsible for the overall design, details and specifications and preparation of any required water leakage and subsequent damages studies within the limits of this Project.

13. The Consultant shall follow the County's procedures for identification of existing and proposed utility facilities on the Project.

14. The Consultant shall address all concerns, comments, and requirements to the satisfaction of the County.

15. The Consultant agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this Agreement shall become the property of the County if required. This data shall be organized, indexed, bound, and delivered to the County no later than the advertisement of the Project for bidding. The County shall have the right to use this material without restriction or limitation and without compensation to the Consultant.

16. The A/E team shall coordinate with the County to ascertain the requirements of the Project and shall develop the Project Programming for County review and approval.

17. The A/E team shall provide a preliminary evaluation of the program and the Project budget requirement, each in terms of the other, subject to the limitations set forth by the County.

18. The A/E team shall review with the County alternative approaches to design and construction of the Project.

19. Based on the mutually agreed upon program and Project budget requirements, the A/E team shall prepare, for approval by the County, Schematic Design Documents consisting of drawings and other documents.

20. The A/E team shall submit to the County a Statement of Probable Construction Cost based on unit costs.

3.3.12 DESIGN DEVELOPMENT PHASE

1. Based on the approved Conceptual and/or Schematic Design Documents and any adjustments authorized by the County in the program or Project budget, the A/E team shall prepare Design Development Documents consisting of preliminary construction plan drawings, outline specifications of materials, a preliminary cost estimate and other documents to describe the size and character of the entire Project. All documents shall be submitted to the County for approval.

2. The A/E team shall also coordinate all phases of the work in all respects with planning and work being done by others, including utility companies (when applicable), as directed by the County.

3. The A/E team shall assist the County in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the County and Contractor.

4. The A/E team shall advise the County of any adjustments to previous statements of probable construction cost indicated by changes in requirements or general market conditions.

3.3.13 CONSTRUCTION DOCUMENTS PHASE

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the County, the A/E team shall prepare, for approval by the County, Construction Documents consisting of drawings, specifications and a construction cost estimate setting forth in detail the requirements for the construction of the Project.

2. The A/E team shall submit said working drawings, specifications (including bid documents) and construction cost estimates to the County and/or the County's designee(s) for review and/or approval. Before approval is given the A/E team shall plan to meet with the County and its representatives to discuss the plans and specific actions to address any questions or concerns. Where disciplines are similar, plans (drawings) should be jointly signed by Consultant and any Subcontractor or Sub consultant hired by Consultant, with professional seals.

3. The Consultant shall make every effort to provide the most economical design. The Consultant shall consider construction problems and sequencing in the design. The Consultant shall meet and discuss economic considerations and construction staging with the County prior to final design.

4. Compliance with governing permitting agencies will be required. All required standards shall be followed. All costs and efforts to achieve such permitting will be included in the proposed work.

5. Design coordination will be required with A/E team for the duration of the Project in order to reduce impact on existing and/or future developments. Coordination meetings will be held with A/E team and County present (especially before the bidding phase; a quality control review meeting must be conducted by the A/E Team).

3.3.14 BIDDING PHASE

1. The A/E team shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the

Project and specifically in obtaining any and all necessary permits required for approval and/or construction.

2. The A/E team, following the County's approval of the Construction Contract Documents and of the latest Statement of Probable Construction cost, shall assist the County in obtaining bids and assist in preparing contracts for construction.

3. The A/E team may be called upon to prepare a list of prospective bidders for the County and to submit recommendations on the award of contracts to the County on the bids received.

4. The A/E team shall participate with the County in pre-bid conferences, if requested by the County, so as to be informed and assist the County in resolving questions about contract documents, including plans, specifications and requests on the part of contractors and suppliers concerning the work.

3.3.15 CONSTRUCTION PHASE

A. Administration Management

1. The Construction Phase will commence with the award of the Contract for Construction and, together with the A/E team's obligation to provide Basic Services under this Agreement, will terminate when final payment is approved and released to the Contractor as otherwise agreed in writing. To the extent practicable, General Services will request the A/E team to provide Construction Administration for the duration of the Project including management of the construction of the Project.

2. Unless otherwise provided in this Agreement and incorporated in the Contract Documents for construction of a Project, the A/E team shall provide administration of the Contract Documents for Construction as set forth below and in the General Conditions of the County's Contract Documents for Construction.

3. The A/E team shall recommend to the County approval or disapproval of the construction schedule and schedule of values submitted by the successful bidder prior to commencement of work.

4. Pre-construction conference: Attend a pre-construction conference with County representatives to coordinate with and give instructions to Contractor.

5. Substitutions: Advise the County as to acceptable substitute materials and equipment proposed by the Contractor.

6. Shop drawings: Review shop drawings, samples, and submittals for general conformance to the Project design and for compliance with the contract documents.

7. Request for Information: Provide answers to Contractor Request for Information pertaining to design concept.
8. Errors and omissions: Assist the County in rectifying any design errors and omissions. The County may ask for plan revisions for errors and omissions at no extra cost to the County.
9. The A/E team shall be a representative of the County as described in the Contract Documents during the Construction Phase, and shall advise and consult with the County. Instructions to the Contractor shall be forwarded through the A/E team. The A/E team shall have authority to act on behalf of the County only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
10. The A/E team shall visit the site at intervals appropriate at each stage of construction or as otherwise agreed by the A/E team in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations as an A/E team, therefore A/E team shall keep the County informed of the progress and quality of the Work, and shall endeavor to guard the County against defects and deficiencies in the Work of the Contractor.
11. The A/E team shall at all times have access to the Work wherever it is in preparation or progress.
12. The A/E team shall determine the amounts owed to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment. The A/E team shall maintain a log of Applications for Payment received, indicating the date and the time received.
13. The signature of the A/E team to the County, based on the A/E team's observations at the site and on the data comprising the Contractor's Application for Payment, signifies that the Work has progressed to the point indicated, to the best of the A/E team's knowledge, information and belief. The quality of the Work is in accordance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, upon the A/E team's review and to any specific qualifications stated in an A/E approved Application for Payments.
14. The A/E team shall reject Work which does not conform to the Contract Documents. Whenever, in the A/E team's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract or testing of the Work in progress.
15. The A/E team shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for

conformance with the design concept of the Work and with the formation given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The A/E team's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

16. The A/E team shall assist the County in the preparation of Change Orders for the County's approval in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents.

17. The A/E team shall conduct inspections to determine the Dates of Substantial Completion and Final Completion and shall receive and forward to County for the County's review written warranties and related documents required by the Contract Documents and assembled by the Contractor.

18. The extent of the duties, responsibilities and limitations of authority of the A/E team as the County's representative during construction shall not be modified or extended without written agreement from the County, the Contractor and the A/E team.

19. The A/E team shall conduct inspections of all construction based on their specifications and shall report findings to the County. In the event of legal action, the A/E team shall analyze and make recommendations regarding the disposition of claims for or against the County.

20. The A/E team shall prepare and submit all supplemental agreements and/or change orders for approval by the County and others, as required, revise design drawings to show "construction record" (as built) conditions, keep accounts of construction completed and review and approve contractor pay requests. Throughout the construction process, the A/E team shall keep the County advised of job costs and provide cost accounting of job costs.

21. Work under this RFP is to commence upon receipt of the "Notice to Proceed" from the County. The Scope of Work Services shall be completed within the scheduled period proposed by the Consultant and approved by the County.

22. The Consultant's primary contact for this Project is the Project Manager assigned to the Project by the County General Services Department. All submittals shall be directly submitted to the County's Project Manager at 141 Pryor Street, SW, Atlanta, GA 30303-3472 or as otherwise instructed by the Project Manager.

B. Field Representation

1. The A/E team, with the approval of the County, shall furnish staff of qualified inspection personnel as required for the duration of construction to coordinate and review the work of the contractors. This will be done to assure compliance with the intent and provisions of the

working drawings and specifications and to guard the County against defects in the work and to keep the County informed regarding progress of the work.

2. The staff shall conduct intermediate and final field observations to assure a completed Project in compliance with the intent and provisions of the drawings and specifications, and assist in the transfer of the completed facilities to the County.

3. The A/E team shall not be responsible for the contractor's failure to carry out construction in accordance with the working drawings and specifications. It is mutually agreed, however, that the A/E team is obligated to report promptly to the County any known defect or deficiency in the contractor's work materials.

C. Special Services

1. When mutually agreed to by the County and the A/E team, the A/E team shall provide professional planning, engineering and/or architectural services for Project and/or construction other than that specifically described herein. These services may include, but not limited to, review of construction activities performed by contractors.

2. When directed by the County, the A/E team shall also provide professional engineering services for the installation of specialized equipment, devices and systems which may be furnished by others.

3. If requested by the County, the A/E team shall make studies, analyses, cost estimates and/or reports on items or equipment; operating procedures or functions; physical administrative or financial aspects of a Project.

3.3.16 PROJECT SCHEDULE

1. Project schedule development is one of the core planning processes involved in overall Project plan development. Therefore, the A/E Team shall produce a Project schedule to be approved by The County at the beginning of the Project. The A/E Team shall include The County at the inception of the Project, before the research and assessment phase, so that it is aware of the design alternatives from the outset. The A/E Team shall update the schedule monthly with Project progress, and shall document reasons for any Project delays and indicate how the Project will be brought back on schedule. The schedule shall provide a computerized critical-path summary identifying the Project phases, sequence of work, duration and relationships among Project activities, as well as the following: summarize cash flow, material accomplishments and program milestones; provide Project updates in summary format.

2. When the Project is in the conceptual and schematic design phase the Consultant shall meet with The County so that it is involved in the initial programming/layout of the Project design. As the Project moves into the design development phase the Consultant shall ensure

that all of The County's needs are met by updating and revising the original schedule before the construction document phase of the Project begins.

3. During the construction document phase the Consultant shall incorporate a three-submittal County Project schedule review and approval process, one at 35%, one at 65% and one at 95%. This ensures that The County is allowed to review the progress of the Project against the schedule, and ensures that the Project is designed as planned in the previous schematic and design development phases.

4. When the construction phase of the Project begins, the Consultant shall maintain a master schedule that includes total float, critical-path activities, key deliverable milestones, and logic relationships among activities, duration of activities and resources needed. The schedule should utilize state of the art software to generate all reports, diagrams and charts. From the master schedule the Consultant shall develop cost-loaded detailed schedules for the Project, including timelines for engineering design, permitting activities, critical equipment delivery, financial management and regulatory compliance.

3.3.17 OWNER'S RESPONSIBILITY

1. The County may provide information regarding requirements for the Project including previous assessments, which may set forth County's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements. It will be the A/E's responsibility to ascertain information and requirements necessary for this Project.

2. Notwithstanding anything contained in this Agreement, County reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with Consultants other than A/E team and any of its sub-Consultants named in this Agreement.

3. The County will designate, a representative authorized to act on its behalf with respect to the Project. The County/and or County's designee will promptly render any decision necessary for the orderly progress of the work.

4. The County will furnish to the A/E team any information or materials in its possession which relate to a specified Project as expeditiously as possible.

5. The County shall designate, when necessary, a representative authorized to act in the County's behalf with respect to the Project. The County or such authorized representative shall examine the documents submitted by the A/E team and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the A/E team services.

6. The County shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the A/E team's services and of the Work.

7. The County reserves the right to remove any personnel employed by the A/E team who is assigned to perform services for the County's Project.

3.3.18 REIMBURSABLE EXPENSES

1. All reimbursable expenses will be paid at cost. Pay requests submitted by the A/E team for reimbursable expenses must be accompanied by invoices and receipts and will be paid to the A/E team upon approval by the County. County reserves the right to disapprove of any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances authorized by the County under this Agreement.

2. Reimbursable expenses shall be specified in the original scope of Project services (proposal). Airline transportation will not be paid

3. Reimbursable expenses shall be limited to: Fees paid for securing approval of authorities having jurisdiction over the Project; Expenses of large format reproductions and handling of Drawings, Specifications and other documents, excluding reproductions for the Office; Expenses of renderings, models and mock-ups requested by the County; Other expenses deemed reimbursable by the County.

REVISED: Section 9, Exhibits, Exhibit 2, Cost Proposal Form has been revised per Attachment A.

ATTACHMENT A

REVISED COST PROPOSAL FORM

Cost Proposal Form

Revised 6/22/10

I. SCHEDULE OF FEES

This form shall be completed and submitted as the cost proposal. The complete Cost Proposal is to be submitted separately from the Technical Proposal in a sealed envelope.

1) FEE AMOUNT (lump sum):	\$ _____
2) REIMBURSABLE EXPENSES (NTE):	\$ _____
3) OWNER CONTROLLED CONTINGENCY	\$ 329,398.00
TOTAL PROPOSAL SUM (add lines 1, 2 and 3) \$	_____

II. TOTAL COST SUMMARY BY PHASE:

PHASE 1- Terraces	FEE AMOUNT	%	EXPENSE AMOUNT	%
Phase I: Research and Assessment phase				
Phase II: Conceptual and Schematic design phase				
Phase III: Design Development Phase				
Phase IV: Construction Document Phase				
Phase V: Construction Administration				
TOTAL:				

PHASE 2- Exterior Systems, Skylight Roofs and Canopies	FEE AMOUNT	%	EXPENSE AMOUNT	%
Phase I: Research and Assessment phase				
Phase II: Conceptual and Schematic design phase				
Phase III: Design Development Phase				
Phase IV: Construction Document Phase				
Phase V: Construction Administration				
TOTAL:				

PHASE 1- Terraces PHASE 2- Exterior Systems, Skylight Roofs and Canopies	FEE AMOUNT	%	EXPENSE AMOUNT	%
TOTAL:				

III. PROPOSED PROJECT PERSONNEL HOURLY RATES

- A. Personnel hourly rates for each staffing position to be used in performing the work must be provided.
- B. The proposed rates will also apply to Additional Services, if such services are authorized by the County during the contract period.

STAFFING POSITION	Direct Salary Expense (DSE)		Burden Multiplier	=	Direct Personnel Expense (DPE)	+	OH & P (%)	=	TOTAL HOURLY SALARY EXPENSE
Program Manager	\$	X		=	\$	+	%	=	\$
Assistant Program Manager	\$	X		=	\$	+	%	=	\$
Project Manager/Director	\$	X		=	\$	+	%	=	\$
Interior Designer	\$	X		=	\$	+	%	=	\$
Senior Architect	\$	X		=	\$	+	%	=	\$
Design Architect	\$	X		=	\$	+	%	=	\$
Draftsperson/CADD	\$	X		=	\$	+	%	=	\$
Administrative/Clerical	\$	X		=	\$	+	%	=	\$
Specifications Writer	\$	X		=	\$	+	%	=	\$
IT Consultant	\$	X		=	\$	+	%	=	\$
Cost Estimator	\$	X		=	\$	+	%	=	\$
Structural Engineer	\$	X		=	\$	+	%	=	\$
Mechanical Engineer	\$	X		=	\$	+	%	=	\$
Plumbing Designer	\$	X		=	\$	+	%	=	\$
LEED Professional	\$	X		=	\$	+	%	=	\$

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, June 28, 2010, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 4, _____ day of _____, 2010.

Legal Name of Bidder

Signature of Authorized Representative

Title