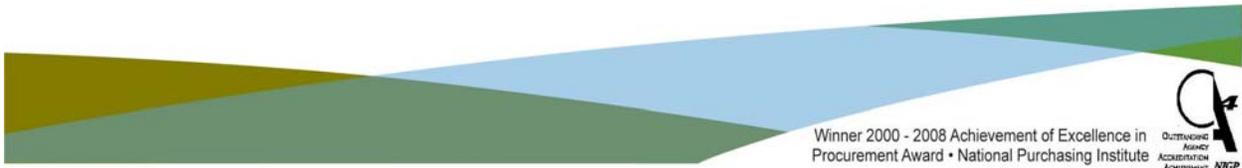




Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER:		09CT68120A
WILL BE RECEIVED UNTIL		05/27/2009 @ 2:00pm EST.
DESCRIPTION: Reconditioning of Trailers		
Effective September 1, 2008, the Department of Purchasing & Contract Compliance will only accept responses to quotes electronically using our on-line Vendor Self Service system at www.fultonvendorelfservice.co.ga.us . You must be a registered vendor in order to respond to quotes.		
ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED <u>ONLY</u> TO THE PURCHASING CONTACT PERSON LISTED BELOW. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.		
CONTACT NAME: Carolyn Towns	E-Mail Address : carolyn.towns@fultoncountyga.gov	Telephone Number: (404) 612 4208
All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.		
Company Name: NOT APPLICABLE		
Company Address: NOT APPLICABLE		
City NOT APPLICABLE	State	Zip Code
Telephone Number: NOT APPLICABLE	Fax Number: NOT APPLICABLE	E-Mail Address: NOT APPLICABLE
RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendorelfservice.co.ga.us BY THE TIME AND DATE INDICATED.		
Person submitting QUOTE: (Please Print)	NOT APPLICABLE	Date
Title NOT APPLICABLE		
*Signature of the person submitting QUOTE: NOT APPLICABLE		
*Person submitting this e-quote has binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.		



**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

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

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



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, *Interim Director*

10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice

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upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

20. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

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

COMPANY: _____ **SIGNATURE:** _____

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

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



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, *Interim Director*

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 09CT68120A

Opening Date: 05/27/2009 @ 2:00PM EST.

Reconditioning of Trailers Department of Public Works

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from licensed and insured contractors capable of providing the labor, material, and equipment to repair various equipment trailers for Fulton County's Department of Public Works. The quality required for the restoration mandates that the original specification be incorporated to restore each trailer for the purpose of transporting equipment and supplies on the public roads.

2. CONTACT PERSON

Please contact Carolyn Towns at (404) 612-4208 or by e-mail carolyn.towns@fultoncountyga.gov, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

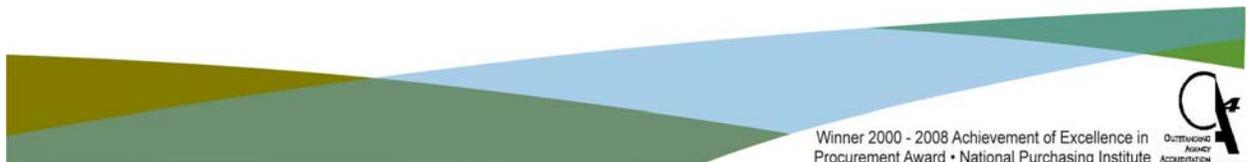
You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor, you may access and complete the vendor application via the County's Vendor Registration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

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

3. PRODUCT/SERVICE SPECIFICATIONS

Scope of Work:

Vendors are to paint, repair existing wood decking, replace tires if worn. (Anything less than 3/16 of an inch treads). Replace wiring and lights check wheel bearing and re-install count IT no. on trailers for the Department of Public Works.



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REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 09CT68120A

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Paint: The surface of all trailers must be cleaned and free of all rust. All trailers must be sprayed with PPG Model EPX900 Urethane primer using PPG model EPX 901 Catalyst. The top coat shall be painted with PPG model AUE100 urethane paint with the following colors, Black, Yellow and white, no exceptions.

After painting of all trailers, the awarding vendor shall affix DOT approved lighting, decals, Fulton County Unit No. and Fulton County property identification sticker back on trailers.

Decking: Vendor shall install two (2) inch thick by 10 inch width nominal oak board decking on all trailers that require new decking.

Location of work: [Fulton County, Department of Public Works](#)
[South Fulton Maintenance Operation Center](#)
[7472 Cochran Road](#)
[College Park, Georgia 30349](#)

[Fulton County, Department of Public Works](#)
[Big Creek, Reclamation Plant](#)
[1030 Marietta Highway](#)
[Roswell, Georgia 30075](#)

4. PRICING SHEETS

1. Paint and replace running lights on a LoadKing Lowboy trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
2. Paint, replace running lights, and door hinge repair on a 1991 Bame 10-ton trailer @ North Fulton Maintenance Center.
Price per restoration\$_____
3. Body work, paint, repair floors, new landing gear, and replace fender for a 1993 Cronkhite trailer @ North Fulton Maintenance Center.
Price per restoration\$_____
4. Repair floor and paint on trailer unit # 540620 @ South Fulton Maintenance Center.
Price per restoration\$_____
5. Body work, paint, repair floors, new landing gear and replace both fender on a Cronkhite 2700AL trailer @ South Fulton Maintenance Center.
Price per restoration\$_____

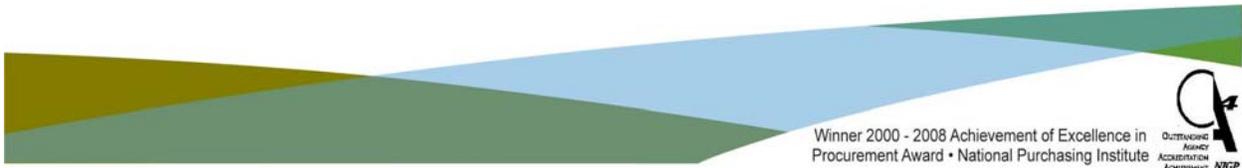


REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 09CT68120A

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6. Bodywork. Paint, repair floors, new landing gear, and replace fender on a 1999 Cronkhite trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
7. Repair floor, paint, replace lights and ramp spring on a 1999 Custom 10 ton pull behind trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
8. Repair floor and paint a 2000 Rodgers 35 Ton Lowboy trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
9. Repair floor and paint a 2000 Talbot trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
10. Repair floor, paint, replace lights, ramp spring and landing gear on a 2000Better Built 22 ½-ton trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
11. Paint, bodywork, and repair fender on a 2002 Hardeebilt 816BC6FH trailer @ South Fulton Maintenance Center.
Price per restoration\$_____
12. Paint, bodywork, and repair fender on a black trailer @ South Fulton Maintenance Center. ID#540381462
Price per restoration\$_____
13. Paint, bodywork, sand and prime. Light deflector, wood decal. Trail King Model#TK20, GV12493 @ North Fulton Big Creek
Price per restoration \$ _____
14. Paint, bodywork, sand and prime. Light deflector, wood decal. Hardeebart trailer 54A830, GV 12494 @ North Fulton Big Creek.
Price per restoration \$ _____
15. Paint, bodywork, sand and prime, light deflector, wood decal and right marker and wiring. 540133 Phelan Trailer, GV115877 @ North Fulton Big Creek.
Price per restoration \$ _____



REQUEST FOR QUOTE SPECIFICATIONS
Quote Number: 09CT68120A
Opening Date: 05/27/2009 @ 2:00PM EST.

16. Paint, bodywork, sand and prime, light deflector, wood decal. 54B147 Better Built Trailer GV08807 @ North Fulton Big Creek.
Price per restoration \$ _____
17. Paint, bodywork, sand and prime, light deflector, wood decal and right marker, wiring. Left and right fender repair, wood, right front marker, deflectors, right and left rails. Superior Trailer GV12495 @ North Fulton Big Creek.
Price per restoration \$ _____
18. Paint, bodywork, sand and prime, light deflector, wood decal. Trailer King 54A395 Model TK40LP, GV12496 @ North Fulton Big Creek.
Price Per restoration \$ _____

5. SPECIAL CONDITIONS/INSTRUCTIONS

1. The Contractor is responsible for the cost associated with disposing the decking. Contractor should replace decking with 2.5 inch weather resistant Oak flooring. A submittal is required to demonstrate that the replaced material will provide adequate support. Contractor shall sand blast, clean and remove rust, paint to match the existing color and provide a submittal of the color. Contractor shall replace wiring harness, replace damaged fenders, replace damaged brakes, replace tires, and replace hydraulic and mechanical parts as required.

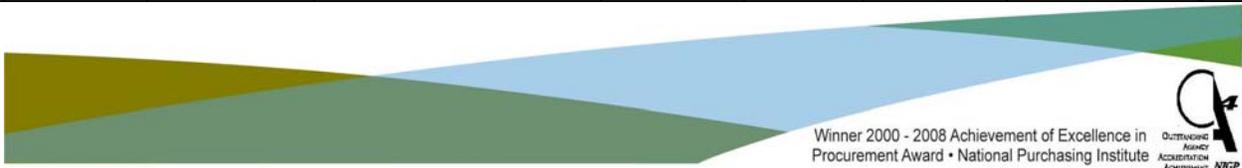
The following information is included to assist in the preparation of your quote:

01. **Non –mandatory site visits for inspection of trailers will be held at Big Creek Reclamation Plant on Wednesday, May 20, 2009 at 11.00a.m. and at South, Fulton Maintenance Facility on Wednesday May 20, 2009 at 1:00p.m.**
02. Each trailer must be quoted separately.
03. The total number of trailers included in this bid package is twelve. See the attached spreadsheet for the unit description and location of each trailer.
04. The Contractor is responsible for picking up and returning each trailer to the County's facility.
05. Repairing the trailers at the County's facility is prohibited.
06. The Contractor's staff must have the required CDL License and truck to transport each trailer.
07. The Contractor will pick up and return the trailers between the hours of 9:00am through 2:30pm, Monday through Friday excluding holidays observed by the County.



RECONDITIONING OF SFMOC TRAILERS

	<u>Unit #</u>	<u>Hardeebart Trailer</u>	<u>Model#</u>	<u>Serial#</u>	<u>Tag#</u>	<u>Cty ID#</u>	<u>Assigned to (North or South)</u>	<u>Org#</u>	<u>Repairs Needed</u>
1.	540149	LoadKing Lowboy Trailer	CS50/60-2	17314	GV12445	133522	S. FULTON	540-5469	Paint & Running Lights
2.	540258	1991 Bame 10 Ton Trailer	BT10A	1B95A1024MS026001	GV12446	133315	N. FULTON	540-5414	Paint, Running Lights & Door Hinge
3.	540586	1993 Cronkhite Trailer	HSE-16	473252029P1110930	GV12438	188780	N. FULTON	540-5414	Body work, Paint, Repair Floor, New Landing Gear & Replace Fender.
4.	540620	Trailer					S. FULTON		Repair Floor & Paint.
5.	54A290	Cronkhite 2700AL Trailer	2700AL	473261922V1101901	GV12437	540233233	S. FULTON	540-5469	Body work, Paint Floors, New Landing Gear & Replace Both Fenders.
6.	54A440	1999 Cronkhite Trailer	2600EAL	473261926X1110510	GV12447	540274094	S. FULTON	540-5481	Body work, Paint, Repair Floors, New Landing Gear & Replace Fender.
7.	54A519	1999 Custom 10 Ton Pull Behind Trailer	10T242ADL D	5B7261861Y1000125	GV12432	540301457	S. FULTON	540-5481	Repair Floor, Paint, Replace Lights & Ramp Spring.
8.	54A565	2000 Rodgers 35 Ton Lowbody	CP35PL80	1RBH44200YAR23624	GV12430	540304699	S. FULTON	540-5481	Repair Floor & Paint
9.	54A772	2000 Talbot Trailer	TDW-35SA-HRG-1-T1	40FS0432211020160	GV12436	5403252316	S. FULTON	540-5469	Repair Floor & Paint
10.	54A807	2000 Better Built 22 1/2 Ton Trailer	PH2922DT	4MNDP2926Y10002061	GV12429	540252316	S. FULTON	540-569	Repair Floor, Paint, Replace Lights, Ramp Spring & Landing Gear.
11.	54A951	2002 Hardeebilt	816BC6FH	HB9T1163X2X103594	GV12434	540342105	S. FULTON	540-5469	Paint, Body Work & Repair Left



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		816BC6F H Trailer							Fender.
12.	Black Trailer					540381 462	S. FULTON		Paint,Body Work & Repair Fender.
13.	54A777	Trailer King	TK20	1TKCO22221B074140	GV12493	305468	N. FULTON	540- 5459	Paint,Body Work, Sand and Prime Light deflector, wood decal.
14.	54A830	Hardeebart Trailer		HB97D246X1X10311	GV12494	327639	N. FULTON	540- 5459	Paint, Body Work, Sand and Prime Light deflector,wood, decal
15.	540133	Phelan Trailer		40FS04225P1010029	115877	540133	N. FULTON	540- 5459	Paint,Body Work, Sand and Prime Light deflector,wood, decal and right marker and wiring.
16.	54B147	Better Built Trailer		MNDPZ42571000159	GV08807	54B147	N. FULTON	540- 5459	Paint,Body Work, Sand and Prime Light deflector,wood,dec al. Hazrdard, Wate REM
17.		Superior Trailer		4M8FS162WD001942	GV12495	235908	N. FULTON	540- 5459	Paint, Body Work, Sand and Prime Light deflector, wood, decal and right marker and wiring. Left and right fender repair, wood, right front marker, deflectors, right and left rail.
18.	54A395	Trailer King	TK40LP	1TKC02428XG08488	GV12496	251249	N. FULTON	540- 5459	Paint,Body Work, Sand and Prime Light deflector,wood,dec al Hazrdard Wate REM



REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 09CT68120A

Opening Date: 05/27/2009 @ 2:00PM EST.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

**Insurance and Risk Management Provisions
Construction**

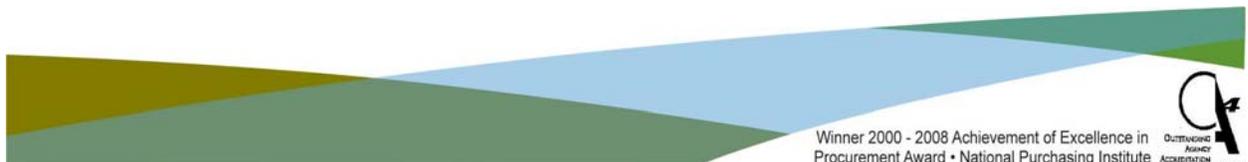
It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

- 1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and**



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any other State or Federal Acts or Provisions in which jurisdiction may be granted)

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

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

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	
\$100,000		

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each	Occurrence
\$1,000,000		

(Including operation of non-owned, owned, and hired automobiles).

Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY

(In excess of above noted coverages)	Each	Occurrence
\$5,000,000		

5. CONTRACTORS POLLUTION LIABILITY

\$2,000,000	Each	Occurrence
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6. BUILDERS' RISK:

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

Sub-limits:

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



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, *Interim Director*

Flood and Earthquake TBD – Full Contract Value

Deductibles:

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

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

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

Certificates of Insurance

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

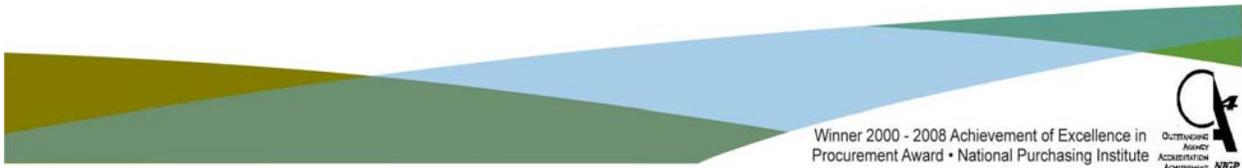
If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

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

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

Important:

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



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USE OF PREMISES

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

PROTECTION OF PROPERTY

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

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

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity, which would otherwise exist as to any party or person as set forth in this paragraph.

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

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

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



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, *Interim Director*

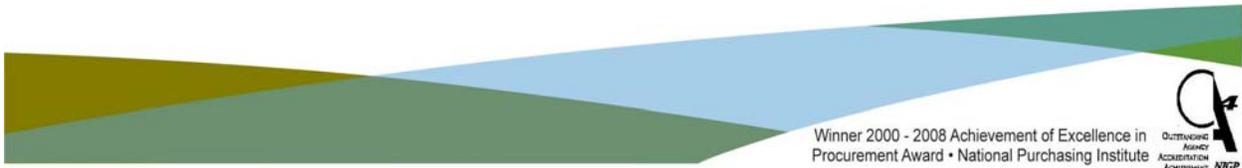
FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

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

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____



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