



Fulton County, GA

# Department of Purchasing & Contract Compliance

October 17, 2013

Re: **#13ITB90082K-DB**  
**South Fulton Signal Installation Systems**

Dear Vendors:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **#13ITB90082K-DB; South Fulton Signal Installation Systems**.

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

Sincerely,

Darlene A. Banks, APA

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



**#13ITB90082K-DB; South Fulton Signal Installation Systems**  
**Addendum No. 1**  
**Page Two**

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

- **OWNER CONTRACTOR AGREEMENT** (revised – See Attached)
- **TERM OF CONTRACT; Section 1, Instructions to Bidders** (revised-See Attached )

**Questions and Responses:**

- 1) **Questions:** Item 9: There is only one pay item for illuminated street name signs. The costs for illuminated signs vary according to their size.
- a) Do you have a list of legends for the illuminated street name signs?  
**Response: Yes, see intersection list.** I found a list of intersections in your bid package, but there are more street names than there are signs estimated.  
**Response: The amounts shown are estimated quantities and are subjected change based on the availability of funds.**
  - b) Will the signs need to have logos?  
**Response: Yes, the Fulton County logo is required.**
  - c) Is Reflective Sheeting required for the sign face?  
**Response: Yes, 3M.**
  - d) Is there a certain font size required for these signs?  
**Response: Current MUTD Standards apply**  
Will 8" font be accepted?  
**Response: Yes.**
  - e) A sign control assembly and photocell junction box is normally required per intersection. Will these be required to be included with the sign installations?  
**Response: Yes.**
- 2) **Question:** Item 10 & 11: Will two channel detectors be required for these pay items?  
**Response: No, both tasks are for installation only.**

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**Addendum No. 1**  
**Page Three**

3) **Question:** Item 15: Will the flashing yellow arrow feature be required with these cabinet / controller installations?

**Response: Yes.**

4) **Question:** Item 21: Will you accept only TESCO Traffic 22- BBS, or will an equivalent be accepted?

**Response: Only TESCO BBS are accepted.**

5) **Questions:** Item 24

a) What is the application for this radio equipment?

**Response: Signal communication.**

Will it be used for submitting data from the 2070 controllers only,

**Response: Yes.**

or will it be used to stream video as well?

**Response: No.**

Spread spectrum radio will not work for video streaming, broadband radio would be required for that application.

**Response: We will not be streaming video.**

b) Is there any existing radio equipment in the field that these radios will have to be compatible with?

**Response: Yes**

If so what brand of radio is existing?

**Response: Micro Wave Data System Inc. Model # 9810.**

c) Besides the self-contained repeater will you use any of the other listed radios as repeaters?

**Response: No.**

If so an additional antenna and a splitter is required.

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ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **Monday, November 4, 2013, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

\_\_\_\_\_  
Title

**OWNER - CONTRACTOR AGREEMENT (REVISED)**

**#13ITB90082K-DB; SOUTH FULTON SIGNAL INSTALLATION SYSTEMS**

Contractor: \_\_\_\_\_ Project No. \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Contact: \_\_\_\_\_ Facsimile: \_\_\_\_\_

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (not applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS]**, (**[\$[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

**Project Number: 13ITB90082K-DB**

**South Fulton Signal Installation Systems**

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within ten (10) days from receipt of Notice to Proceed (“NTP”) from the County.

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County’s then current fiscal year. **The Contract Term is for one (1) year with two (2) annual renewal options. The effective start date for the overall project will be the date of the NTP. The projects listed in Exhibit 10 will be task order-based. Each task will have a NTP date and a definitive completion date, which falls within the overall contract term.**

**a. Commencement Term**

The “Commencement Term” of this Agreement shall begin on the date of execution of the Agreement in the year **2014**, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, **2014**. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, **2015** and shall end no later than the 31<sup>st</sup> day of December, **2015**. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, **2016** and shall end no later than the 31<sup>st</sup> day of December, **2016**. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$1,000.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damage].

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and

in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the

Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

**[SIGNATURES NEXT PAGE]**

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

***[Insert Contractor COMPANY  
NAME]***

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John H. Eaves, Commission Chair  
Board of Commissioners

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***[Insert Name & Title of person  
authorized to sign contract]***

ATTEST:

ATTEST:

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Mark Massey  
Clerk to the Commission (Seal)

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Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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David L. Ricks  
Director, Facilities and Transportation  
Services Department

26. TERM OF CONTRACT (REVISED)

**MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year. **The Contract Term is for one (1) year with two (2) annual renewal options. The effective start date for the overall project will be the date of the NTP. The projects listed in Exhibit 10 will be task order-based. Each task will have a NTP date and a definitive completion date, which falls within the overall contract term.**

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