



FULTON COUNTY PURCHASING DEPARTMENT

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



Jerome Noble, Director

June 19, 2006

RE: **#06ITB50826K-RS, (T217) Buice Rd. at Kimball Bridge Rd. and (T220)
Sargent Rd. at Findley Rd. Intersection Improvements**

Dear Bidders:

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

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

Sincerely,

Rholanda M. Stanberry

Chief Assistant Purchasing Agent

**#06ITB50826K-RS, (T217) Buice Rd. at Kimball Bridge Rd. and (T220) Sargent Rd.
at Findley Rd. Intersection Improvements**

Addendum No. 1

June 19, 2006

Page Two

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

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Purchasing Department, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30335 by the ITB due date and time **Monday, June 26, 2006 no later than 11:00 A.M.**

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

Legal Name of Bidder

Signature of Authorized Representative

Title

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June 19, 2006

Page Three

1. Addition: Appendices: Add Appendix G – 108.8 Failure or delay in Completing Work on Time
2. Under SECTION VII DRAFT AGREEMENT page 73 second paragraph delete “the Contractor shall pay the County the sum of \$_____” and replace with “the Contractor shall pay the County the sum of \$ (See APPENDIX G)”.
3. Under SECTION XI PRICE QUOTE – T217 BUICE ROAD AT KIMBALL BRIDGE ROAD:

Add:

Pay Item	Description	Total		Unit	Total
		Unit	Qty	Cost	Cost
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	265		

Replace Pay Item 310-1101; Total Qty of 1240 with Total Qty of 1290

Replace Pay Item 441-6216; Total Qty of 2880 with Total Qty of 3390

Replace Pay Item 165-0700 with Pay Item No. 165-0070

Replace Pay Item 700-810 with Pay Item No. 700-8100

#06ITB50826K-RS, (T217) Buice Rd. at Kimball Bridge Rd. and (T220) Sargent Rd. at Findley Rd. Intersection Improvements

Addendum No. 1

June 19, 2006

Page Four

APPENDIX G – 108.8 Failure or Delay in Completing Work on Time

108.08 Failure or Delay in Completing Work on Time

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Available Day	Calendar Day or Completion Date
\$0	\$50,000	\$105	\$ 75
\$50,000	\$100,000	\$150	\$110
\$100,000	\$500,000	\$210	\$150
\$500,000	\$1,000,000	\$350	\$225
\$1,000,000	\$2,000,000	\$420	\$300
\$2,000,000	\$5,000,000	\$630	\$450
\$5,000,000	\$10,000,000	\$840	\$600
\$10,000,000	\$20,000,000	\$1,050	\$800
\$20,000,000	\$40,000,000	\$1,900	\$1,000
\$40,000,000	—	\$4,000	\$2,100

When the Contract Time is on either the calendar day or completion date basis, the schedule for calendar days shall be used. When the Contract Time is based on an available day basis, the schedule for available days shall be used.

For each Calendar Day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

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Addendum No. 1

June 19, 2006

Page Five

The Department may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

A. Liquidated Damages

~~The amount of such charges is hereby agreed upon as fixed liquidated damages due the Department after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.~~

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Department and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the Department, the State, and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

1. Deduction From Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. Deduction From Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor and/or his Surety.
3. No Liquidated Damages Charged for Delay by the Department: In case of default of the Contract and the subsequent completion of the work by the Department as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of The Work by the Department due to any unreasonable action, negligence, omission, or delay of the Department. In any suitor the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

B. No Waiver of Department's Rights

Permitting the Contractor to continue and finish The Work or any part of it after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the Department under the Contract.

SECTION 5

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.