

DATE: 25 February 2010

TO: All Contractors

FROM: FCS Capital Program Contracts Department

RE: **Request for Written Quotation (RFWQ) No. 610-10, Special Inspections for MEP 2010: Group 2 - High Point ES**

The Fulton County Schools invites you to submit a Quotation for furnishing any or all items as listed on the attached forms.

This is a Request for Written Quotation (RFWQ), this is a request for pricing for the services being requested in accordance with Fulton County Schools purchasing procedures DJE. Acceptance of this offer will be made by Fulton County Schools by issuance of a purchase order.

Written Quotations will be received subject to the attached terms specified in "Quotation Conditions", by the FCS Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Quotations will be received up to 2:30 p.m. local time (as per the FCS Capital Program Contracts Department time clock) on 3 March 2010. Written quotations WILL NOT be opened publicly"**

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FOR

REQUEST FOR WRITTEN QUOTATION NO. 610-10

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QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

1. INTRODUCTION

- a. To be entitled to consideration, written quotations shall be prepared in accordance with the following instructions and must be received in duplicate in the office of the FCS Manager of Capital Program Contracts Department, 5270 Northfield Boulevard, College Park, Georgia 30349, not later than the date and time set forth in the “Request for Written Quotation”.
- b. Quotations received after the date and time specified will not be considered.
- c. The Owner reserves the right to reject any or all quotations. The judgment of FCS on such matters shall be final.

2. OWNER

The owner for whom work will be executed is:

Fulton County Schools, Georgia hereinafter “FCS”

3. QUOTATIONS

- a. All Quotations shall be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. Corrections shall be initialed in ink by the person signing the quotation.
- b. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the FCS Capital Program Contracts Department whenever specifications or procedures appear not to be fair and open.
- c. By submitting a quotation, the contractor warrants that services supplied to the FCS meet or exceed specifications set forth in this solicitation, except as may be otherwise noted in contractor’s exceptions.
- d. All supplies, materials, and equipment provided to FCS must be new and in first-class condition unless the solicitation specifically allows for used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products must be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. Delivering any such equipment to FCS will be deemed to have breached its requirement of the quotation, and appropriate action will be taken by the FCS Capital Program Contracts Department.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

- e. A responsive contractor shall submit with his quotation, in the space provided on the solicitation for quotation schedule, alternate proposals stating the additions to, or deductions from, the base quotations lump sum amount for substituting, omitting, adding, changing or altering materials, equipment, or construction from that shown within the documents. Include the alternate price, the cost of all work, including modification of other related items, overhead and profit.
- f. Time of delivery is a part of the solicitation and an element of the purchase order that is to be awarded. If the contractor cannot meet the required delivery date, a quotation should not be submitted. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract could result in the contractor being declared in default.
- g. The Quotation shall be signed by an authorized officer of the company.
- h. Telephone or fax quotations in lieu of this form will not be accepted.

4. FAILURE TO SUBMIT A QUOTATION

If a quotation is not submitted, the solicitation is to be returned marked “No Quotation”. Failure to provide a quotation or “No Quotation” may result in the company being removed from the FCS mailing list.

5. TAXES

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in quotation. However, in the event taxes are required by state or federal law for the services or products outlined in this quotation, such taxes shall be the sole responsibility of the person or firm unless otherwise stated in writing and agreed to by FCS.

6. CHARGES AND EXTRAS

Quotations are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost.

7. SOLICITATION QUESTIONS

If a contractor contemplates quoting and is in doubt as to the meaning of any part of these documents, he may request an interpretation. This shall be submitted via email to cpcontracts@fulton.k12.ga.us or faxed to (404) 305-2167 not later than 4:30 p.m., 1 March 2010 for consideration.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

8. AMENDMENT

Oral interpretations will not be made as to the meaning of any part of the solicitation documents. Interpretations will be made by written amendment only. FCS will not be responsible for any other interpretations or explanations.

9. QUOTATION SCHEDULE

Quotation prices and all related correspondence shall be submitted on the Sealed Quotation Schedule furnished by the Fulton County Schools Capital Program Contracts Department. Extra copies of the solicitation documents are available from the FCS Capital Program Contracts Department.

Quotations shall be submitted in a sealed envelope addressed to the FCS Capital Program Contracts Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349, plainly marked as a quotation (nomenclature, date and time of Quotation submission, and the solicitation number to be on quotation envelope submitted) for the work as set forth in the Request for Written Quotation.

Contractors shall quote on all alternates shown on the quotation schedule. The acceptance of any or all alternates will be at the sole discretion of FCS with no reference to numerical sequence.

10. EXAMINATION OF SOLICITATION DOCUMENTS

Contractors are notified that they must thoroughly examine the solicitation documents which may include: Cover Sheet, Table of Contents, Quotation Conditions, Specifications, Quotation Schedule, Drawings, and Technical Specifications, together with any and all amendments thereto issued prior to the receipt of the solicitation.

11. COMPLIANCE WITH LAWS

All property or services furnished shall comply with all applicable Federal, State and Local laws, codes and regulations.

12. PROTESTS

Protests dealing with the specifications or the solicitation shall be filed not later than three (3) working days prior to quotation submission. Other protests shall be filed not later than three (3) working days after quotations are submitted, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the FCS Capital Program Contracts Department. Protests which are not filed in a timely manner, as set forth above will not be considered.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

13. PURCHASING POLICY

The FCS Purchasing Policy and Purchasing Procedures are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By acceptance of this solicitation a contractor, potential contractor, or contractor agrees to be bound by the FCS Purchasing Policy and Purchasing Procedures in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

14. Hold Harmless Agreement

The Contractor shall Hold Harmless the Fulton County Schools from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

1. QUALIFICATIONS

Contractors may be required by the Owner, before Contract Award, to document that they are “responsible” contractors to the complete satisfaction of the Owner. They may thus be required to show that they have the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. FCS shall have the absolute right to determine contractor responsibility and responsiveness to this solicitation.

2. CONTRACT AWARD

The contract notification letter or establishing purchase order prepared by the Fulton County Schools, or otherwise furnished to the successful contractor within the time for acceptance specified, results in a binding contract (which includes the solicitation and the contractor quotation) without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

3. TIE QUOTATION

In the procurement of construction services by FCS, prices and quality being equal, the tie will be resolved by a coin toss in a public forum.

4. REJECTION OF A QUOTATION

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a quotation or removal from the list of contractors.
- b. Quotations will be rejected if:
 - 1.) The acceptance period for this solicitation is LESS than 30 days.
 - 2.) The contractor fails to submit requested samples within the time specified by FCS.
 - 3.) The Quotation contains a minimum dollar value (unless called for in the solicitation).
 - 4.) The Quotation contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
 - 5.) The Quotation contains provisions for late charges whether designated as interest charges or otherwise.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

- 6.) The Quotation fails to include all appropriate elements of all addenda issued to the solicitation.
- 7.) The Quotation contains terms and conditions which are in conflict with the solicitation or FCS procedures, or that otherwise may be construed as qualifying the Quotation.
- 8.) The Quotation does not meet the terms and conditions of the solicitation or imposes terms and conditions not acceptable to FCS.

5. DISCOUNTS

Award will be made on the basis of the net unit price or the net price. When submitting quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the contractor and reduced to a net unit price or, when requested, to an all item net price. Discounts offered in any other form or time limit will not be considered in making the award.

6. AWARD

- a. The award of the contract shall be made to the lowest responsive and responsible contractor complying with all applicable requirements.
- b. Unless the solicitation gives notice of an all-or-none award, FCS may accept any item or group of items of any quotation, whichever is in the best interest of FCS.
- c. Contractors agree that their quotations are subject to acceptance at any time within 30 days after submitting, unless otherwise stipulated in the solicitation.
- d. FCS may accept or reject any or all quotations or parts of quotations and may waive informalities, technicalities and irregularities. The judgment of FCS on such matters shall be final.
- e. The solicitation (including all amendments), quotation, and contract notification letter or establishing purchase order, attachments (either attached there or by reference), shall constitute the entire binding contract on the terms set forth therein, and such contract is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.
- f. All correspondence, including Notices of Awards and Purchase Orders, will be sent to the address appearing on the contractor's quotation.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

7. ADDITIONAL TERMS

FCS shall not be bound by any terms and conditions included in any contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or contract.

8. REVISION OR WITHDRAWAL OF A QUOTATIONS

A Quotation may be revised or withdrawn by the contractor prior to the Quotation submission date and hour with the permission of the FCS Capital Program Contracts Department. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the quotation not resulting from negligence and the mistake is clearly ascertainable.

9. FUNDS

Award will be made at the option of the Owner, to the lowest responsive and responsible contractor or contractor meeting specifications within appropriated funds available. If the "base" quotation exceeds funds available, award will be made to the responsive and responsible contractor, whose base quotation, when reduced by deductive alternates as shown in the solicitation, is in concert with funds appropriated for the project.

10. QUOTATION ALTERNATES

If alternates are to be included, they shall be used as follows:

- a. Deductive alternates may be used to reduce the base quotation; however, they shall be prioritized and exercised in numerical sequence as used in the quotation documents. Hence, the most important work must be omitted last.
- b. Additive alternates shall not be used to determine the low quotation. Low quotation shall be determined on the base quotation less any deductive alternates. Additive alternates may be exercised by the Owner in any priority order and are to be considered only after the low quotation has been declared.

11. COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor shall be required to commence the work as required by the contract documents. If the contractor is unable to proceed, a written request for an extension of time shall be submitted, with an explanation for the cause of the delay, to the Program Director of Capital Programs.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

12. OWNER’S REPRESENTATIVE

Preparation of Supplementary Drawings and Specifications, and supervision of construction or other services, will be performed under the supervision of the Owner’s Representative(s).

13. ASSIGNMENT

By the submission of this quotation, the contractor agrees not to assign the contract or purchase order to others unless specifically authorized in writing to the FCS Capital Program Contracts Department.

14. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the contractor.

15. PAYMENT

Payment may be made for a single line item when it has been satisfactorily delivered complete; within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last (unless otherwise noted in the solicitation).

16. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience a contract awarded through this solicitation.

17. TERMINATION FOR DEFAULT

In the event any property or service to be furnished by the contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the contractor with his Quotation, the FCS may reject the property or service and may terminate the contract for default.

18. CONTRACTOR’S APPLICATION FORM

If the contractor does not have an application on file with Fulton County Schools, please go the www.fcscpcontracts.org to register prior to submitting the Quotation.

19. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances,

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

rules and regulations. The Contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

The contractor shall agree that in the performance of the contract, they will comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

20. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by Fulton County Schools solely from appropriations received by Fulton County Schools. In the event such appropriations are determined in the sole discretion of the Chief of Operations to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Chief of Operations of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another contractor at the same or higher annual cost to FCS.

QUOTATION CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The contractor, by the submission of a quotation or the acceptance of a purchase order or contract, agrees to provide the construction services covered under the quotation without discriminating in any way against any person or persons or refuse employment of any person or persons on account of color, religion, national origin, or sex.

2. FCS NONDISCRIMINATION

Fulton County School System does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS procurement process.

4. DRUG-FREE WORKPLACE

By submission of a Quotation, the contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such contractor.

5. CERTIFICATION OF NONCOLLUSION

By submitting a Quotation, the contractor certifies: "that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Quotation for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive quoting is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the quotation shall be agreed and that the person signing this quotation is authorized to sign the quotation for the contractor.

QUOTATION CONDITIONS

SECTION III – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all quotations are rejected, there shall be no liability on the part of FCS for any costs incurred by contractors or potential contractors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

SPECIFICATIONS

1. CONTRACT TYPE

The contract type contemplated for this requirement is a General Lump Sum.

2. CONTRACT SCHEDULE

Performance Period for Contract is May 1, 2010 through September 1, 2010.

3. CONTRACT AWARD

Award will be made on an “All or None” basis. Fulton County Schools reserves the right to award to a single contractor, to no contractor, to multiple contractors, or by line item if deemed to be in the best interest of FCS.

4. OTHER PROCEDURES

Samples: N/A

Testing: Weld filler testing; Expansion Anchors in Concrete Testing

5. SCHEDULE REQUIREMENTS

Project to start April 1, 2010 and is required to be completed by July 23, 2010 an estimated 113 days after issuing the notice to proceed.

6. OWNER’S REPRESENTATIVE

Supervision of the contract will be performed by the Owner’s Representative, Tom Basler at tommy.basler@parsons.com of the FCS Capital Programs Department.

SPECIFICATIONS

Statement of Work

Provide all Construction Material Testing, and Special Instructions Services for the High Point Elementary School MEP Group 2 HVAC, electrical and plumbing project. The MEP work includes the replacement of the existing HVAC system with new roof top units and associated ductwork. Add air conditioning to existing kitchen, serving line, and dishwashing area. Provide new motorized outside dampers with economizers on the existing six roof top units. Upgrade the existing HVAC system controls to WebCTRL. Connect all critical building system electrical loads to the emergency generator. Provide power to the instructional areas and add duplex electrical outlasts to meet instructional need. Add six 100 ampere panels throughout the building.

Scope of Work

Provide a fixed price quote for ALL required construction materials testing and sampling of materials required by the drawings and specifications. Written reports shall be distributed to the Owner, the Contractor, the Architect/ Engineers, and others on the distribution list on a weekly basis. Reports indicating that the work is not in compliance with the applicable Code, Drawings and/or Specifications will be reported verbally to the Contractor, the Owner, and the Architect immediately with formal written notification to follow within 24 hours.

To perform inspections and testing for weld filler material to standards as outlined in IBC 1704.4 Schedule of SI IBC 1704.3 Steel Construction.

To perform inspections and testing for expansion anchors in concrete to standards as outlined in IBC 1704.13.

(See APPENDIX II - EXHIBIT "B" for detailed requirements) Section 01420

(See APPENDIX III - EXHIBIT "C" for Milestone Schedule)

Project Drawings and Specifications available upon request.

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Contractors shall provide the following information on attached sheets; this information shall be submitted with the Quotations in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the quotation at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the quotation.

1. History and Organizational Structure of the Firm

Indicate a brief history of the company and include the present organizational structure of the firm describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the names of all partners; if incorporated indicate where and when. Include a resume outlining the qualifications of the key staff which shall be assigned to this project.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) school boards or other clients of similar size and nature to FCS for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Have you ever been defaulted on a contract or denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances.

ACKNOWLEDGEMENT

I, the undersigned, acknowledge that I have read the Quotation Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this Quotation in the exact manner requested will be just cause to reject any or all of my Quotation.

NAME OF COMPANY: _____

BY: _____
(TYPE OR PRINT - TITLE AND NAME OF PERSON SUBMITTING QUOTATION.)

SIGNATURE: _____

(COMPANY FEDERAL ID NUMBER) (E-MAIL ADDRESS)

(STREET ADDRESS)

(CITY) (STATE) (ZIP)

PHONE: (_____) _____, FAX: (_____) _____

The above acknowledgment must be properly signed and firmly attached to your Quotation. The acknowledgment becomes a part of your Quotation and without it your Quotation is not complete and will be subject to rejection.

Contractor acknowledges amendment(s): No. 1 ____, No. 2 ____, No. 3 ____, (If Applicable)

Quotation or reference Number: RFWQ NO. 610-10

IF NOT QUOTING, PLEASE COMPLETE ABOVE, CHECK APPLICABLE BOX BELOW AND RETURN THIS PAGE ONLY: (Please indicate No Quotations with Quotations Number on outside of envelope.)

- (A.) NO QUOTATION - Unable to Quote at this time. Would like to receive future Quotations.
- (B.) NO QUOTATION - Remove from this product/service category.
- (C.) NO QUOTATION - Remove from Quotations' List.

THIS PAGE MUST BE RETURNED WITH YOUR QUOTATIONS. INSTRUCTIONS AND CONDITIONS ARE FOR YOUR INFORMATION.

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Coordinator, Ron Wade, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-6801. TTY 1-800-255-0135.

APPENDIX I

SENATE BILL 529

IMMIGRATION AND SECURITY FORMS

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

- A. In order to insure compliance with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et seq., Contractor must initial one of the sections below:

____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act by registering at https://www.vis-dhs.com/EmployerRegistration, verifying information of all new employees and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et seq.

____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at https://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et seq.

____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at https://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA) and the Georgia Security and Immigration Compliance Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et seq.

- B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature _____ Date _____
Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot/E-Verify Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 200_____

Notary Public
My Commission Expires: _____

*As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P.L. 99-603 (IRCA), in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV/Basic Pilot/E-Verify Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200____

Notary Public
My Commission Expires:_____

*As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

APPENDIX II

EXHIBIT “B”: SECTION 01420 – TESTING AND INSPECTIONS

EXHIBIT "B"

**SECTION 01420
TESTING AND INSPECTIONS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Testing and inspection services to meet requirements of all codes, laws and regulations applicable to Fulton County school construction.
- B. Testing and supervision of the Remediation of Asbestos Containing Materials by the Owner's Consultant

1.02 RELATED SECTIONS

- A. Section 01020: Project Forms
- B. Section 01110: Applicable Standards
- C. Section 01300: Submittals
- D. Section 01360: Construction Schedule
- E. Section 01700: Contract Closeout
- F. Section 01740: Warranties

1.03 CONTRACTOR'S GENERAL RESPONSIBILITIES

- A. Cooperate with Testing Agency Personnel. Provide access to Work and to material supplier's plant and operations.
- B. Provide representative samples of materials proposed for use in the Work, in quantities sufficient for accurate testing and as specified.
- C. Submit copies of reinforcing steel mill test reports.
- D. Furnish casual labor and facilities:
 - 1. To provide access to work to be tested and inspected.
 - 2. To obtain and handle samples at the site under the direction of the Testing Agency.
 - 3. To facilitate inspections and test.
- E. Notify testing agency sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
- F. Furnish and pay for the following:
 - 1. Soil survey of location of borrow soil materials, samples of existing soil materials, delivered to the Testing Agency.
 - 2. Certification of reinforcing steel mill order.
 - 3. Certification of Portland cement.
 - 4. Weld procedure qualification tests.
 - 5. Tests and samples when source material is changed after original test or inspection has been made.
 - 6. Samples and mock-ups of substitute material, when the substitution is requested by the Contractor and the tests are necessary in the opinion of the Architect to establish equality with specified items.

- 7. Provide and maintain, for the sole use of the Testing Agency, adequate facilities for safe storage and proper curing of such test specimens which must remain on the project site prior to testing.
- G. Neither the observations, inspections, tests, or approvals made by the Architect, OR, or the Testing Agency shall relieve the Contractor from his obligation to perform the Work in accordance with the Contract Documents.
- H. Contractor shall notify the Architect and OR in writing and receive a written reply prior to proceeding with additional testing beyond that specified in the Contract Documents.
- I. Contractor shall designate one individual in his organization to be responsible for conducting Contractor's duties relative to testing. Individual will be instructed in his duties by Testing Agency. Individual shall not be changed without notice to Architect and OR.

1.04 TESTING AGENCY PERSONNEL

- A. When requested by the Architect, the Testing Agency will render professional opinions regarding corrective measures for construction deficiencies.
- B. Testing Agency is not authorized to revoke or change requirements of the Contract Documents or to approve or accept any portion or the Work.

1.05 SUMMARY OF TESTING SERVICES (See specific criteria within respective Specification Sections and Attachments G1, G2, G3, S1, S2, S3, S4, S5, E1, E2, Q1, and Q2 at the end of this Specification Section):

- A. Owner's Testing Laboratory Responsibilities (includes required written reports):
 - 1. 02200 – Earthwork
 - a. Evaluations of proposed fill material from borrow site.
 - b. Qualification of topsoil material.
 - c. Documentation of proofrolling at subgrade elevations.
 - d. Determination of unsuitable soils and their quantities.
 - e. Determination of mass rock materials and their quantities.
 - f. Determination of trench rock materials and their quantities.
 - g. Compaction testing of earth fill materials.
 - 2. 02205 – Foundations
 - a. Testing of soil bearing capacities at footing excavations.
 - b. Documenting actual sizes, depths, and bottom elevations of foundations.
 - c. Documenting reinforcing steel layouts, quantities, sizes and spacings per Contract Drawings for each footing and foundation.
 - 3. 02511 – Asphalt Paving
 - a. Analysis of proposed mix designs and sieve analyses of aggregates.
 - b. Testing for subgrade compaction.
 - c. Density testing of binder course and surface course materials.
 - d. Thickness testing of graded aggregate base, binder course, and surface course materials.
 - 4. 03011 – Concrete
 - a. Sampling and documentation of on-site concrete for slump, water content, air entrainment percentage, and admixture materials.
 - b. Preparing test cylinders for concrete strength tests.
 - c. Performing laboratory tests of sampled concrete strength; one 7-day test and two 28-day tests.
 - d. Testing for achievement of required floor flatness criteria.
 - 5. 05120, 05200, and 05300 – Structural Steel Assemblies

- a. Verification testing of welder qualifications.
 - b. Visual and dimension weld examinations.
 - c. Ultrasonic testing of all full-penetration welds.
 - d. Testing of bolted connections.
 - e. Inspection of all roof decking welding for size, quantity, and spacing per Contract Documents.
- 6. 07811 – Fireproofing
 - a. Probe testing for thickness of applications.
 - b. Testing for material density and bond strength.
- 7. Attachments G1, G2, G3, S1, S2, S3, S4, S5, E1, and E2.
 - a. G1 – Statement of Special Inspections
 - b. G2 – Schedule of Special Agents
 - c. G3 – Final Report of Special Inspections
 - d. S1 thru S5 – Schedule of Special Inspection Services
 - e. E1 – Schedule of Special Inspections for Seismic
 - f. E2 – Schedule of Special Testing for Seismic
- B. Contractor's Testing Responsibilities (includes required written reports):
 - 1. 02701 – Video inspections of underground piping.
 - 2. 03200 – Mill tests for reinforcing steel.
 - 3. 04150 – Mill tests for reinforcing steel.
 - 4. 05120 – Mill tests for structural steel.
 - 5. 07412 – Verification testing for metal roofing structural performance.
 - 6. 08410 – Field testing of completed storefront assemblies for water leakage.
 - 7. 08560 – Field testing of completed aluminum window assemblies for water leakage.
 - 8. 09680 – Representative sample testing for delivered carpet materials.
 - 9. Attachments Q1 and Q2.
 - a. Q1 – Quality Assurance Plan for Seismic
 - b. Q2 – Quality Assurance Plan for Wind

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.01 TESTS

- A. OWNER will select an independent testing agency to conduct tests, sampling, and testing of materials. Selection of material to be tested shall be by the agency and not by CONTRACTOR.
- B. OWNER will select and directly reimburse testing agency the costs for all required tests and inspections, but may be reimbursed by CONTRACTOR for such costs as noted in related sections of the Contract Documents.
- C. The independent testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work. The agency shall not perform any duties of CONTRACTOR.

3.02 TEST REPORTS

- A. Test reports shall include all tests performed, regardless of whether such tests indicate the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be

reported. Records of special sampling operations as required shall also be reported. Reports shall indicate the material or materials were sampled and tested in accordance with code requirements as indicated on the Drawings. Test reports shall indicate specified design strength. They shall also definitely state whether or not material or materials tested comply with the specified requirements.

3.03 INSPECTION BY OWNER

- A. OWNER and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and CONTRACTOR shall at all times maintain proper facilities and provide safe access for such inspection.
- B. OR shall have the right to reject materials and/or workmanship deemed defective Work, and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from the premises and legally disposed of, all without charge to OWNER. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, OWNER may correct such defective Work and proceed in accordance with related Articles of the Contract Documents.
- C. CONTRACTOR is responsible for compliance to all applicable local, state, and federal regulations regarding codes, regulations, ordinances, restrictions, and requirements.

END OF SECTION

APPENDIX II

EXHIBIT “C”: MILESTONE SCHEDULE

EXHIBIT “C” – Milestone Schedule

MEP 2010: Group 2 - High Point ES

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day
No. 1	<u>Notice of Intent to Award</u> : Day after School Board Approval. All required bonds, insurance and required documents are to be forwarded to Fulton County Capital Programs and arrive within 5 days of receipt of NOIA.	Estimated to be March 10, 2010	
No. 2	<u>Notice to Proceed</u> : Is established in accordance with Articles 1.27 and 2.2 of the General Conditions.	Estimated to be March 19, 2010	
No. 3	Project Specific Safety Plan: Contractor to provided by: Estimated to be April 13, 2010	10 calendar days from the date of the NTP Estimated to be March 29, 2010	
No. 4	Schedule of Values: Contractor to provide by: Estimated to be April 17, 2010	10 calendar days from the date of the NTP Estimated to be March 29, 2010	
No. 5	Final Construction Schedule: Contractor to provide construction schedule by April 13, 2010.	10 calendar days from the date of the NTP Estimated to be March 29, 2010	
No. 6	<u>All work when school is in normal instructional session</u> : All work will have prior approval of school administration staff [Principal or Assistant Principal] and Fulton County Schools Project Administrator.		

EXHIBIT “C” – Milestone Schedule

MEP 2010: Group 2 - High Point ES

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day
No. 7	<u>Interior work when school is in normal instructional session:</u> All interior component installation is to be accomplished when students are not present within each school. The work can be completed during nights, evenings, and weekends. Work can also be done at times when students have scheduled breaks such as spring break (April 5-9). At the completion of each evening/weekend days work in areas where work has been accomplished, contractor will clean area to match the existing. Days-evenings when Fire Alarm, and/or Intrusion system may be affected or is not operational, notification will be made to the Fulton County Schools Non-Emergency phone number.		
No. 8	<u>Completion of Mobilization activities [as needed items, but not limited to]:</u> Is defined as Contractor mobilization completed, logistics plan submittal and approval (access, gates, parking, trailer locations, signage, site fencing complete, temporary offices complete (trailers storage bins, dumpsters), temporary utilities complete (water, electric, phone, sanitation, fire protection), Project signage complete, obtain all required permits, implementation of Storm Water Pollution Prevention measures, submission of CONTRACTOR Safety Plan, submission of CONTRACTOR Hazard Communication.	14 calendar days from the date of the NTP Estimated to be April 17, 2010	
No. 9	During spring break and summer time construction the contractor will call the Fulton County Schools Non-Emergency number each day or by standing agreement to notify them of construction activities.		
No. 10	Building Substantial Completion Date/ (TCO): Building Substantial Completion Date/ is defined by having a TCO in hand and an OR verified/ established punch-list for all facilities.	Estimated to be 126 calendar days from the date of the NTP -- July 23, 2010	\$2,500 Per Day