

ADVERTISEMENT FOR REQUEST FOR PROPOSAL  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: AUGUST 27, 2009**

Sealed proposals from qualified contractors will be receive before 12:00 NOON, August 27, 2009, in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor. Materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 09-5435**  
REQUEST FOR PROPOSAL  
DESIGN/BUILD  
NEW PARKING DECK FOR COBB COUNTY  
191 LAWRENCE STREET  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

**PRE-PROPOSAL MEETING: AUGUST 4, 2009 @ 11:00 A.M. (EST)**  
**COBB COUNTY PURCHASING DEPARTMENT**  
**1772 COUNTY SERVICES PARKWAY**  
**MARIETTA, GEORGIA 30008**

**No bids will be accepted after the 12:00 noon deadline.**

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Proposals received after the date and time indicated will not be considered.

All contractors wishing to submit proposals for this work must submit a qualification statement form (in the proposal package) to be considered. Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award.

Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org):

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: JULY 24, 31, 2009  
AUGUST 7, 14, 21, 2009



SUBMIT BID/PROPOSAL TO:  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 09-5435

REQUEST FOR PROPOSAL  
DESIGN/BUILD  
NEW PARKING DECK FOR COBB COUNTY  
191 LAWRENCE STREET  
MARIETTA, GEORGIA 30060

**DELIVERY DEADLINE: AUGUST 27, 2009 BEFORE 12:00 (NOON) EST  
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

OPENING DATE: AUGUST 27, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

\_\_\_\_\_  
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5435; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 90 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

ADVERTISE DATES: JULY 24, 31, 2009  
AUGUST 7, 14, 21, 2009

## BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

### 1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

### 2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

### 3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

### 4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

### 5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

### 6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



**COBB COUNTY**  
PURCHASING DEPARTMENT  
1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400/FAX (770) 528-1154  
www.cobbcounty.org

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## **IMPORTANT NOTICE – PLEASE READ CAREFULLY!!**

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

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### **BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

*Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2<sup>nd</sup> Floor, Conference/Bid Room, Marietta, GA 30008.*

Thank you in advance for your cooperation.

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

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**SEALED BID # 09-5435 DATE: August 27, 2009**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:** Request for Proposal  
Design/Build -  
New Parking Deck for Cobb County  
191 Lawrence Street  
Marietta, Georgia 30060

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**SEALED BID # 09 – 5435  
DESIGN/BUILD  
NEW PARKING DECK FOR COBB COUNTY  
191 LAWRENCE STREET  
MARIETTA, GEORGIA 30060  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**BID OPENING DATE: AUGUST 27, 2009**

**PRE-PROPOSAL CONFERENCE: AUGUST 4, 2009 @ 11:00 A.M. (E.S.T.)**  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008  
**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 7 COPIES OF BID**  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

N.I.G.P. COMMODITY CODE: 90625

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

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**"STATEMENT OF NO BID"  
SEALED BID NUMBER 09-5435  
DESIGN/BUILD  
NEW PARKING DECK FOR COBB COUNTY  
191 LAWRENCE STREET  
MARIETTA, GEORGIA 30060**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes\_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COBB COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**DESIGN / BUILD**

**NEW PARKING DECK FOR COBB COUNTY**

**191 LAWRENCE STREET**

**Marietta, GA 30060**

**BID NUMBER: 09-5435**

**DUE DATE FOR PROPOSALS:**

**AUGUST 27, 2009**

# COBB COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS

## DESIGN / BUILD

### NEW PARKING DECK FOR COBB COUNTY 191 LAWRENCE STREET Marietta, GA 30060

**SEALED BID NUMBER: #09-5435**

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## **COBB COUNTY REQUEST FOR COMPETITIVE SEALED PROPOSALS**

### **DESIGN / BUILD**

#### **NEW PARKING DECK FOR COBB COUNTY 191 LAWRENCE STREET Marietta, GA 30060**

#### **BID NUMBER: 09-5435**

The Cobb County Board of Commissioners (Owner) is soliciting competitive sealed proposals from experienced firms for Design/Build construction work. This Project includes final design programming, site work, and the construction of the New Parking Deck located at 191 Lawrence Street where the existing Community Development building is located. An award will be made to the responsible and responsive offeror whose proposal is determined to be the most advantageous to Cobb County, taking into consideration the evaluation factors set forth in the Request for Competitive Sealed Proposals (RFP). Proposals will be received until **12:00 noon, August 27, 2009** at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia 30008. Any proposal received after this time will be rejected and will not be opened. Proposals, timely received, will be opened at 2:00 PM (local time) on the same day at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008. Request for Proposal packages, which include floor plans and elevation drawings describing the requested services as well as the relative importance of the evaluation factors will be available upon request through the Cobb County Purchasing Department.

The Cobb County Board of Commissioners reserves the right to reject all proposals, to waive technicalities and informalities, to reject portions of the proposals, and to award contracts in a manner consistent with the interest of Cobb County and the laws of the State of Georgia.

All proposals shall be accompanied by a bid bond in the amount not less than five percent (5%) of the cost proposal. No proposal shall be considered if a proper bid bond or other authorized security has not been submitted. Currently the basis for the cost of the project is the \$8,000,000. The successful offeror will be required to furnish a satisfactory performance bond and labor and materials payment bond, on forms provided by Owner, each in the amount of the total amount payable by the terms of the contract and will be increased as the contract amount is increased.

No offeror may withdraw its proposal and must honor its proposal for 90 days after the actual date of the opening thereof.

## **I. Introduction**

A County Selection Committee will determine the firm, whose proposal is believed to be most advantageous to the County to provide Design/Build Construction services, beginning with the verification of the project program, final design, construction through acceptance and start-up of the Facilities to include all necessary staff and support through the One-Year Warranty Period. Bid Alternate 1 will not be scored by Selection Committee.

The County Selection Committee members will each review the responses to the RFP's and provide a score for each based on the Selection Criteria contained in Section IV. The Selection Committee will convene and summarize the points earned by each offeror, then establish a list of offerors found by the selection committee to have submitted proposals reasonably susceptible of being selected for award. During the competitive sealed proposal process, proposals received will be opened in a manner so as to avoid disclosure of contents to competing offerors and during any process of discussion, the County will not disclose the contents of proposals to competing offerors.

Each firm is to prepare its proposal according to the RFP format, i.e., by section and paragraph of this RFP. Cobb County reserves the right to reject any proposal not submitted within the required time frame; reject any incomplete proposal submitted; contact client references; require further information; and/or require interviews/presentations from any responding firm. All costs related to the preparation, submittal, and/or presentation of a proposal are the responsibility of the offeror and will not be assumed in full or in part by Cobb County. All proposals shall be accompanied by a bid bond in the amount not less than five percent (5%) of the cost proposal. No proposal shall be considered if a proper bid bond or other authorized security has not been submitted.

Written inquiries regarding this RFP may be addressed to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**Responses to all written inquiries received by 5:00 pm, Tuesday, August 18, 2009 will be posted as an addendum on the Cobb County Purchasing web site (<http://purchasing.cobbcountyga.gov>). It is the ultimate responsibility of the bidder/proposer to ensure that they have all applicable addenda prior to bid/proposal submission.**

**Submit an original and seven (7) copies of this RFP to:  
Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008**

Proposals must be submitted before **12:00 noon, August 27, 2009**. **Proposals must be received in a sealed envelope or container. Place the Project name, BID number, and opening date on the submitting envelope or container.** Proposals will be opened on this same date at 2:00 pm at the Cobb Purchasing Department.

**A pre-proposal Conference will be held on Tuesday AUGUST 4, 2009 at 11:00 am at the Cobb County Purchasing Department, located at 1772 County Services Parkway, Marietta Georgia 30008. All firms intending to respond to this Request for Proposals are strongly urged to attend.**

## **II. Background**

The New Parking Deck Building will operate fronting onto Lawrence Street between Waddell and Haynes Streets with the entrance and exits off of Hansell Street. This invitation is for the design and construction documents, permitting, demolition of existing building, related site work, any necessary interior design work, and complete construction management to finish the building. The parking deck will require a maximum number of parking spaces at 525 (Conceptual layout is 540 spaces) parking spaces or a minimum number of 425 parking spaces (**NOTE: Cobb County may change total number of parking spaces by -100, please provide fees for both scenarios**). This is subject to change by the County. Any suggestions generated by Bidders are open to review, comments and discussion by selected bidders. Any suggestions, improvements, or recommendations are encouraged.

**Bid Alternate 1:** The proposing company will propose for two options; one to manage the operations of the new parking deck or manage the new parking deck and the existing parking deck. Please provide proposals for both scenarios. Cobb County will want to discuss the advantages between fully automated revenue systems versus a manned entry booth to collect a fixed parking fee upon entrance to structure. This includes the existing parking deck on Waddell Street and this new parking deck facing Lawrence Street. Please include this alternate for a separate review and selection. Award to operating company will be mutually exclusive of the design bid award.

Basis for the design is the floorplans and building elevations already prepared during the space planning phase of the project. These plans will be available to all proposers and are meant as beginning point for design and layouts of parking deck spaces (see attachments). However, any suggested changes to parking layouts are strongly encouraged. Building exterior has similar features of the new Superior Court Building and can be modified to improve exterior appearance. Currently the basis for the cost of the project is \$8,000,000 excluding the financing and management of the parking deck.

Cobb County will be the Owner and primary occupant of the parking deck. Design and construction may overlap, so teamwork between the design and construction teams will be a fundamental ingredient in the relationships between the parties. The Owners' tentative schedule for this project is; select Design/Builder by SEPTEMBER, 2009, issue Notice to Proceed by OCTOBER, 2009, agree upon final pricing for project by FEBRUARY of 2010, begin demolition by MARCH 2010, and complete project by FEBRUARY 2011.

Firms will be selected for interviews based on the enclosed scoring system. The selected firms will be scheduled for interviews at which time they will be able to show their experience in working together, with parking decks, their creativity in design, their ability

to schedule and budget the entire project. Design Fees, General Contractor fees and general conditions should be included in initial proposals and may be discussed at length during personal interview.

During Pre-Construction, the Design/Build Contractor will be responsible for pricing and value engineering as well as addressing maintainability and constructability issues. A Guaranteed Maximum Price will be presented by Design/Build Contractor prior to commencement of construction. Construction will commence with the release of distinct work packages while the total design documents are being finalized. The Design/Build Contractor will competitively bid all construction subcontracts and other work appropriate for competitive bidding with the assistance of the Owners' Representative as needed.

The entire Team (Selection Committee) will make a recommendation for bid award and will have the opportunity to review all Bid Package results. Upon approval, a contract or Purchase Order will be issued between the Design/Build Contractor and the (Sub) Contractor as is appropriate.

### **III. Scope of Services**

The following is a listing of some of the representative services to be provided by the Design/Build Contractor. The full scope of services will be defined within the contract executed with Cobb County.

#### **A. *Design and Pre-construction Phase***

1. Develop a major task based bar schedule.
2. Develop a provisional construction schedule indicating methods and sequencing of construction.
3. Complete design development.
4. Develop requirements for safety, quality assurance, and schedule adherence.
5. Prepare and complete all necessary final construction documents to demonstrate to the Owner work scope and meeting any and all permit requirements.
6. Perform a "constructability" review of the construction documents.
7. Develop subcontractor bid packages.
8. Provide detailed construction cost estimates to develop into a Guaranteed Maximum Price to achieve Owner's budget.
9. Provide analysis of different construction methods in each major trade group for potential quality, cost, and schedule enhancements.
10. Develop budget to be maintained throughout construction.
11. Determine extent of Special Inspections requirements set by Cobb County and City of Marietta.
12. Procure all required permits, approvals, etc.
13. Develop value-engineering options.

#### **B. *Construction Phase***

1. Maintain on-site staff for construction management.
2. Establish and maintain coordinating procedures.
3. Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction, and occupancy.

4. Conduct and record job meetings.
5. Prepare and submit change order documentation for approval of the Architect and the County.
6. Maintain a system for review and approval of shop drawings.
7. Maintain records and submit bi-weekly reports and formal monthly reports to Architect and the County.
8. Maintain quality control and ensure conformity to plans.
9. Obtain all Third Party Special Inspections as required by permitting authority.
10. Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
11. Obtain Certificate of Occupancy and other relevant documents for Owner to use facility.
12. Develop as-built drawings and deliver to Architect for inclusion into a CADD disk to be submitted to Cobb County for maintenance and operations use.
13. Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training, and the Owner's final acceptance.

**C. *Warranty Phase***

1. Coordinate and monitor the resolution of remaining "punch-list" items.
2. Coordinate, monitor, and resolve all warranty issues to the satisfaction of the County during the one-year general warranty period and as extended.

**D. *Bid Alternates***

1. D/B firm will provide a management agreement for this new Deck and for the new Deck and existing parking structure for Cobb County if so bid.

All Local, County, State, and Federal Codes and regulations must be followed, with particular emphasis on Building Codes, Life Safety Codes, and the Americans with Disabilities Act. Once all contract documents are executed, between the County and the successful offeror, the successful offeror will be required to deliver the services required by this RFP. Cobb County must first approve any change in or substitution of project team members, including any consultant, in writing.

**IV. Selection Criteria**

The Competitive Sealed Proposals will be evaluated based on the information presented in the proposal package, and on an analysis of other publicly available information. The Owner may conduct such investigations or interviews, as it deems necessary to assist in the evaluation of any proposal submitted and to establish to Cobb County's satisfaction the responsibility, qualifications, and financial ability of any offeror.

The selection may be based solely on the evaluation of the information presented in the proposal package. Bid Alternate 1 will not be scored by Selection Committee. If the Owner so elects, select groups may be invited to make presentations to the selection committee. Firms making presentations should provide their lowest pricing in their proposal. Firms submitting proposals **should not** assume that the Owner will elect to pursue any discussion

or interviews of the proposals. **Design / Builder presentations will be held on September 2, 2009.**

A selection committee designated by Cobb County will evaluate the proposals. The ranking of the proposals will be based on the evaluation criteria weighted as follows:

**Technical/Qualifications Criteria** **75 Points**

- Approach to Work: Clarity and logic of approach; understanding of project issues; identification of unique factors; schedule. 20 points
- Project Team Makeup: The total Commitment / Availability / Depth of key team members; qualifications / experience of key staff (Contractor, Architect, Engineer, Subcontractors, and Subconsultants) 20 points
- Specialized Experience: Experience directly related to project 20 points
- Quality and Performance: Response of references; quality and satisfactory performance of prior work 15 points

**Financial/Responsiveness/Cost Criteria** **25 Points**

- Review the completeness of proposal form, bond, and assessment of financial information along with the design cost, construction cost proposal amount and project schedule (General Contract Fee, General Conditions and overhead Percentage based on an \$8,000,000 project and a 10 month construction duration) 25points

It is anticipated that a contract for the described work will be entered into with the Offeror that, in the opinion of Cobb County, offers the most favorable combination of qualifications, approach, and pricing. The evaluation by the Selection Committee will be based on the criteria listed. The relative importance of the criteria is also listed. The RFP should be prepared per the following Sections as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the firm acknowledging and accepting the terms and conditions of this RFP and an executed Conflict of Interest Statement. An executed "Officer's Oath" on the form provided will be required of the successful offeror prior to commencing work. The officer shall file the oath whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the County on the contract may be recovered by appropriate action.

**V. Provide the following Qualifications and Information:**

**A. Firm or Firms' Information**

1. Firm local name, address, and telephone number
2. Primary local contact person(s) and telephone number(s)
3. Total number of firm's local full-time employees

4. Year firm established
5. Local firm's billings for the last three fiscal years
6. Local firms' billing for the current fiscal year
7. Listing and description of last 3 years of litigation involving the local firm
8. Listing and description of all litigation history for the local firm including 2008
9. Copy of the most recent 3 completed years of audited financial statements (Income Statement and Balance Sheet) for the local firm
10. Offeror must provide a letter of commitment from Surety or sureties regarding bonding capacity and availability.
11. Cost proposal amount (General Contract Fee, General Conditions, and overhead percentage based on a \$7,875,000 project with a 10 month construction duration
12. List any OSHA violations within the past 3 years.
13. State your Experience Modification Factor, for the past 3 years, as related to your Workman's Comp. Rates.

**B. Experience:**

1. List of full service Design/Build Parking Deck Construction projects completed in the last 5 years. Include: size, cost, total fee, time to complete design services, scope of design services, time to construct facility, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project (be sure to specify which projects were similar to facilities of this size and type).
2. Provide no more than 3-5 examples of your experience as prime contractor in constructing facilities similar to this project (OR other public and private projects that indicate similar experience). For each of these projects:
  - a) Provide photographs
  - b) Provide an owner reference familiar with your performance on the project. *It is the Offeror's responsibility to ensure that the listed contact and phone number are current.*
  - c) Provide a Design/Build reference (with current phone number) familiar with your performance on each project.
  - d) Provide a Program Manager reference (if applicable).
  - e) List the individual who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator. Please note whether this individual is still employed with your firm.
3. For those projects listed in 1 and 2 above, indicate those projects that included architect, engineering consultant, and contractor serving a corporate or public client *as a team*.

**C. Statement of local firm's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis.**

**D. Staffing Management**

1. Provide a proposed Owner/Architect/Engineer Organizational Chart, which identifies individual names and areas of responsibility.
2. Submit brief resumes of each key team member, as listed below, in this section of the Proposal.

- ❖ Design/Builder Project Manager
- ❖ Design/Builder Superintendent
- ❖ Design/Builder Field Engineer
- ❖ Design/Builder Safety Supervisor
- ❖ Architect responsible for all architectural issues and specifications.
- ❖ Civil Engineer responsible for civil engineering and specifications
- ❖ Structural Engineer responsible for structural engineering and specifications
- ❖ Life/Safety Engineer (certified) responsible for life/safety engineering and specifications
- ❖ Mechanical Engineer responsible for mechanical design and specifications
- ❖ Plumbing Engineer responsible for plumbing engineering and specifications
- ❖ Electrical Engineer responsible for electrical engineering and specifications
- ❖ Instrumentation System Engineer responsible for instrumentation engineering and specifications
- ❖ Furnishings, Fixtures & Equipment Specification Technician responsible for selection and specifications
- ❖ Other specialty consultants as applicable
- ❖ Materials testing & inspection consultant
- ❖ Major Subcontractors

Resumes shall show at least the following:

- ❖ Name, specialty, job title, and project job title. The project job title must correspond with the positions listed.
- ❖ Years of relevant experience with firm, and experience with previous employers. Project experience descriptions must include dates.
- ❖ Academic degree(s), discipline and year degree(s) received.
- ❖ Professional registrations.
- ❖ Name of the firm(s) responsible for the individual and office location where employed.
- ❖ A synopsis of specific experience, skills, training, or other qualities, which demonstrate the individual's ability to fulfill the duties of their position.

Provide a current list of other commitments by the Design/Builder and its architects, engineers, and other key team members and estimated completion dates by project in this section of the Proposal. Indicate the current commitments of individual staff to be assigned to the project and involvement with other projects.

3. Please identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner and Architect along with other consultants.

#### E. Services

1. Provide a comprehensive outline of the steps you propose in order to meet the services required in this RFP. This detail should indicate what is to be done, who individually, and by name is responsible to do it, and when it is to be completed.

2. Please answer the following questions and/or provide adequate responses:
  - a) Provide one page overview of services typically performed for similar projects using Design/Build Construction techniques.
  - b) How would you implement these services to ensure the success of this project?
  - c) How does your firm implement cost control and scheduling activities during preconstruction?
  - d) Explain your approach to value engineering, citing relevant, specific examples.
  - e) Occasionally, subcontractors and suppliers go bankrupt during the course of a project. What would you do to protect the County from being adversely affected by such an occurrence?
  - f) Describe how your firm would assist the County in assuring participation by local contractors. Include examples of other projects where you have been successful in meeting similar goals.
  - g) Describe your approach to team work on a project of this magnitude.
  - h) Describe how your firm intends to arrange the construction into bid packages in order to reach the county's schedule and budget objectives.

**F. Other**

At your option, you may provide any additional supporting documentation or information, which would be helpful in evaluating your firm's qualifications and commitment.

**1. OTHER RELATIVE INFORMATION**

At the discretion of the Offeror, other relative information may be submitted in this section of the Proposal in an effort to further demonstrate that the Offeror can serve the best interests and particular needs of the Owner on this project.

**2. ALTERNATIVE PROPOSALS**

Alternative proposals for suggested alternate approaches may be submitted; however, the base proposal will be used for the comparison, evaluation, and ranking of offerors. Alternative proposals must be clearly labeled and arranged in a separate section of the submittal package. Any alternative proposals would only be considered if the Owner elects to pursue discussions, negotiations, and revisions of the base proposals.

**G. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A submitted proposal may be retrieved in person by an offeror or its authorized representative if, before the scheduled closing time for receipt of proposals, the identity of the persons requesting retrieval is established and that person signs a receipt for the proposal. If the proposal is retrieved for modification, the sealed proposal must be resubmitted prior to the scheduled closing time for receipt of proposals. If the proposal is not resubmitted, it will be considered as withdrawn.

#### **H. ADDENDA**

Each proposal schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued by the Owner during the advertisement period. Failure to acknowledge may result in the proposal being rejected as non-responsive.

#### **I. LAND ACQUISITION**

This project will be constructed on land currently owned by Cobb County.

#### **J. MISTAKES; CORRECTIONS AND WITHDRAWAL OF PROPOSALS**

After proposals are opened, if the low Offeror claims a serious and honest error in proposal preparation, and can support such claim with evidence satisfactory to the Owner, withdrawal of the proposal without forfeiture of the bid security will be permitted. As a condition of this release, the low Offeror will be prohibited from:

- 1) Subcontracting or furnishing labor or equipment on this project.
- 2) Bidding on any Cobb County System projects within ninety (90) days of release by Owner.

#### **K. INTERPRETATIONS**

No interpretation of the meaning of the drawings, specifications or other pre-proposal documents will be made to any Offeror orally. Every request for such interpretation should be in writing, addressed to the Owner, and in order to be given consideration must be received at least seven days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the request for proposals. All addenda so issued shall become a part of the Contract Documents.

Any questions concerning this request for proposals should be directed in writing via letter or facsimile, no later than **5:00 p.m. on August 18, 2009** to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008-4021  
FAX: (770) 528-1154  
E-mail: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

#### **L. SITE EXAMINATION**

The site of the proposed work is shown on the drawings. The Offeror, before making his proposal, shall examine the drawings, specifications and the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and with all local conditions affecting the work. Geo-Technical site investigation will be provided by Owner. The Offeror shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Offeror's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto. At the time of the opening of proposals, each

Offeror will also be presumed to have read and to be thoroughly familiar with the drawings, Contract Documents (including all addenda), and the construction specifications. The failure or omission of any Offeror to examine any form, instrument, or document shall in no way relieve any Offeror from any obligation in respect to his proposal.

**M. Notice of SPECIAL CONDITIONS;**

NONE

**N. LAWS AND REGULATIONS; LICENSING**

The Offeror's attention is directed to the fact that all applicable Federal and state laws, county and municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The State of Georgia has requirements for the licensing of contractors engaged in specific types of construction, including general contracting, electrical, plumbing, and underground utility work [re: OCGA § 43-14]. Any contractor (or subcontractor of any tier) performing regulated work on this project shall furnish proof of valid and current registration to the Owner. Similarly, the State requirements concerning local business licenses shall be met.

**O. EXECUTION OF COMPETITIVE SEALED PROPOSALS**

The Offeror, in signing his proposal on the whole or any portion of the work, shall conform to the following requirements:

1. Competitive Sealed Proposals, which are not signed by individuals providing said proposal shall have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.
2. Competitive Sealed Proposals, which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the proposal a power of attorney executed by the partners evidencing authority to sign the proposal.
3. Competitive Sealed Proposals, which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By \_\_\_\_\_." The corporate seal shall also be affixed to the proposal.

**P. NON-COLLUSION AFFIDAVIT**

The Georgia statute concerning public works construction contracting requires that any person who procures such work by bidding or proposal shall make an oath in writing that he/she has not prevented or attempted to prevent competition in such bidding [OCGA § 36-91-21(d),(e)]. If the Design/Builder is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall make the oath and complete the Affidavit. If the Design/Builder is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath and complete the Affidavit. If such oath is false, the Contract shall be void, and all sums paid by the County on

the Contract may be recovered by appropriate action.

**Q. CONTRACT PERFORMANCE BOND AND PAYMENT BOND**

The Design/Builder will be required to furnish a contract performance bond and a payment bond executed by a surety company. This company must be listed in the latest issue of U.S. Treasury Circular 570, registered, and duly authorized to do business in the State of Georgia. The bond must be signed (or countersigned) by a local agent, each in an amount that is at least equal to one-hundred percent (100%) of the Contract Price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing material in connection with the Contract. Utilize the Owner's current budget for the building of \$8,000,000 for bond amount. The bond amount will be adjusted to the final Guaranteed Maximum Price once it is agreed upon.

The surety shall be acceptable to the Owner and the bond shall be executed on the form attached. In case of default on the part of the Design/Builder, all expenses incident to ascertaining and collecting losses under the bond, including both engineering and legal services, shall lie against the bond.

The Design/Builder will be required to provide the Owner a one-year guarantee covering workmanship and materials of the project. The contract performance bond shall remain in force for one year from date of project acceptance by the Owner. The cost of this bond shall be paid by the Design/Builder.

**R. INSURANCE PROOF OF COVERAGE**

Be Prepared to discuss a CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP) in lieu of the below insurance requirements. Payment and Performance bonds may not be required until Notice to Proceed is issued to Design/Builder.

Prior to execution of Contract Documents, a certificate of insurance will be submitted to the Owner as required.

The **Design/Builder** shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the **Design/Builder**, his agents, representatives, employees, or subcontractors.

**MINIMUM LIMITS OF INSURANCE**

**Design/Builder** shall maintain limits no less than:

- A. General Liability**  
\$5,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, property damage, contractual liability, and broad form property damage.
- B. Automobile Liability**  
\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, including owner, non-owned, hired, leased or rented vehicles.
- C. Workers' Compensation and Employers' Liability**

\$100,000 Employers' Liability limit per accident and Worker's Compensation limits as required by the Labor Code of the State of Georgia.

**D. Builder's Risk**

Full amount of cost proposal minus the amount of Design and Construction Management services. Cobb County should be listed as a Loss Payee under this insurance.

**E. Professional Liability**

\$1,000,000 Professional Liability Insurance to cover damages resulting from errors or omissions of the engineers and/or architects on the Design/Builder's project team.

**F. Umbrella Policy**

\$25,000,000 limit for a combined single limit

**DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retentions must be declared to and approved by the **Owner**. At the option of the **Owner**, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **Owner**, its officers, officials, or employees; or the **Design/Builder** shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**A. General Liability and Automobile Coverage**

1. The **Owner**, its officers, officials, employees, and volunteers are to be covered as additional named insureds as respects liability arising out of activities performed by or on behalf of the **Design/Builder**; products and completed operations of the **Design/Builder**; premises owned, occupied or used by the **Design/Builder**; or automobiles owned, leased, hired or borrowed by the **Design/Builder**. The coverage shall contain no special limitation on the scope of protection afforded to the **Owner**, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the **Design/Builder** to provide liability insurance coverage to the **Owner** for claims asserted against the **Owner** for its sole negligence.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **Owner**, its officers, officials, employees, or volunteers.
3. The **Design/Builder's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the **Owner**, its officers, officials, employees, and volunteers for losses arising from work performed by the **Design/Builder** for the **Owner**.

**C. Builder's Risk**

The **Design/Builder** shall secure all-risk type of builder's risk insurance covering work performed under the Contract, and materials, equipment, expedited deliveries or other items to be incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, weather, vandalism, malicious mischief, wind,

collapse, riot, aircraft, smoke or other cataclysmic events, until the date of final acceptance of the work.

The making of progress payments to the **Design/Builder** shall not be construed as relieving the **Design/Builder** or his subcontractors or the insurance company or companies providing the coverage described herein of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

**D. All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **Owner**.

**ACCEPTABILITY**

Insurance is to be placed with insurers with a Best's rating of no less than A.VII, or acceptable to the **Owner**.

**VERIFICATION OF COVERAGE**

**A.** The **Design/Builder** shall furnish the **Owner** with five original Certificates of Insurance, each with **original endorsements** affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The name of the Insured on the Certificate must exactly match the name on the Agreement/Contract and on the Design/Builder's corporate seal.

Each certificate must have an original signature in blue ink or a stamped signature in blue ink. Photocopies are not acceptable.

**B.** The Certificates must include the Cobb County Property Management Project Name and Project Number. The Certificate Holder must be shown as:

Cobb County Board of Commissioners  
Cobb County, Georgia  
Attention: Cobb County Property Management  
57 Waddell Street  
Marietta, GA 30060

**C.** The certificates and endorsements naming additional insureds and indicating required waivers are to be submitted with the executed Agreement/Contract and Performance and Payment Bonds, and shall be approved by the **Owner** before work commences. The **Owner** reserves the right to require complete, certified copies of all required insurance policies at any time.

**D.** The endorsements on the certificates must read as follows:

1. The certificate for All Coverage shall include the following Cancellation endorsement, worded exactly as follows: *"Should any coverage be suspended, voided, cancelled or, reduced in coverage or in limits, thirty (30) days prior written notice delivered by certified mail, return receipt requested, will be given to the Certificate Holder."*

2. The certificate for General Liability and Automobile coverage shall include the following endorsement, worded exactly as follows: *"Owner, its officers, officials, employees and volunteers are covered as additional insureds as respects liability arising out of actions performed by or on behalf of the Design/Builder; products and completed operations of the Design/Builder;"*

*premises owned, occupied or used by the Design/Builder; or automobiles owned, leased, hired or borrowed by the Design/Builder.”*

3. The certificate for Worker’s Compensation and Employers’ Liability coverage shall include the following endorsement, worded exactly as follows: *“The insurer agrees to waive all rights of subrogation with respect to Worker’s Compensation and Employers’ Liability Coverage against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Design/Builder for the Owner.”*

## **SUBCONTRACTORS**

**Design/Builder** shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### **S. AWARD OF CONTRACT**

The Offeror to whom the Contract is being awarded will be required to execute the agreement and obtain the performance bond, payment bond and provide insurance certificates acceptable to the Owner within twenty-one calendar days from the date when the notice of award is issued to the Offeror. Bond amount will be based on the \$7,000,000 Owner Budget and adjusted upon Guaranteed Maximum Price agreement. In case of failure of the Offeror to execute the agreement or provide insurance or meet bonding requirements, the Owner may consider the Offeror in default, in which case the bid security accompanying the proposal shall become payable to the Owner.

### **T. OWNERSHIP OF PROPOSAL DOCUMENTATION**

Upon receipt of the Proposal by the Owner, the Proposal and all included documentation shall become the property of the Owner, without compensation to the Offeror, for disposition or usage by the Owner at its discretion. The Owner assumes no responsibility or obligation to firms providing proposals and will make no payment for any costs associated with the preparation or submission of proposals. All work, including but not limited to planning, programming, cost estimates and summaries, plans, specifications and other materials prepared by or for the firms proposing to the Owner under this Invitation for Proposals shall become the property of the Owner

## Conflict of Interest Statement

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County Government, that no employee of Cobb County, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County Government.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

## PROCEDURE

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. **The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed.** The contractor will be responsible for securing similar affidavits, for submission to the County, for any subcontractors employed or retained for work under the contract. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVIT ON FOLLOWING PAGE

CONTRACTOR AFFIDAVIT & 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 Cobb County, Georgia, has registered and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)), in accordance with the deadlines established in the referenced statute.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).

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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 on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)), in accordance with the deadlines established in the referenced statute.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\*The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).  
\_\_\_\_\_

**Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (US DOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the US DOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION  
FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Mr. Rick Brun, Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

MBE Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

<p><b>This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated</b></p>
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# Instructions for Completing Disadvantaged Business Enterprise (DBE) Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

### \*\*\* Instructions \*\*\*

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:  
Cobb County Purchasing Department,  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

# Cobb County Government Disadvantaged Business Enterprise Participation Report

→ PLEASE keep this blank form to make copies for actual use as needed. Also,  
please print or type in the form. ←

Submitted by: \_\_\_\_\_

Period Invoiced: \_\_\_\_\_

Name of Prime Contractor/Vendor

From/To:

Cobb County Project Name: \_\_\_\_\_

Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product:

\_\_\_\_\_  
Description of Purchased Service/Product:

Full Contracted Amount: \$ \_\_\_\_\_

Payment amount requested at this time: \$ \_\_\_\_\_

1. Are YOU, the Prime Contractor or Vendor a DBE business?  
YES \_\_\_\_\_ NO \_\_\_\_\_

2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
Printed Name

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

Date : \_\_\_\_\_

Title or position: \_\_\_\_\_

**County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report**

COBB COUNTY PROPERTY MANAGEMENT  
COBB COUNTY PROPERTY MANAGEMENT  
57 WADDELL STREET, MARIETTA, GA 30060-1964  
**PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, hereinafter called "**Contractor**", and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of \_\_\_\_\_ (in words), (\$ \_\_\_\_\_) (in figures), for the payment of which sum, well and truly to be made, the **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Contractor** has entered into a written contract dated \_\_\_\_\_, **20** \_\_\_\_\_ with the **Owner** for performance of \_\_\_\_\_ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to as the **Contract**.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Contractor** shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as an entity having a direct contract with the **Contractor** or with a Subcontractor of the **Contractor** for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- B. The **Contractor** and **Surety** hereby jointly and severally agree with the **Owner** that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The **Owner** shall not be liable for the payment of any judgment costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
1. Unless claimant, other than one having a direct contract with the **Contractor**, shall have given written notice to any two of the following: the **Contractor**, the **Owner**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **Contractor**, **Owner** and/or **Surety**, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  2. After one (1) year from the completion of Contract and the acceptance by **Owner** of the work there under, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.
- E. PROVIDED FURTHER, that the said **Surety**, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN WITNESS WHEREOF**, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attest:**

**By:** \_\_\_\_\_

**Attest:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Principal/Contractor (SEAL)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Surety (SEAL)**

\_\_\_\_\_  
**Signature of Attorney-in-Fact**

\_\_\_\_\_  
**Typed Name of Attorney-in-Fact**

**(Bond must not be dated prior to date of Agreement)**

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal, hereinafter called "**Builder**", and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, hereinafter called "**Surety**", are held and firmly bound unto Cobb County, Georgia, hereinafter called "**Owner**", in the sum of \_\_\_\_\_ (in words), (\$ \_\_\_\_\_)(in figures), for payment of which sum, well and truly to be made, the **Builder** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the **Builder** has entered into a written contract dated \_\_\_\_\_, 20\_\_\_\_ with **Owner** for the construction of \_\_\_\_\_ in accordance with drawings and/or specifications prepared by or for Cobb County which contract is made a part of this bond by reference as if set forth herein and is hereinafter referred to as the "**Contract.**"

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Builder** shall promptly and faithfully perform said **Contract**, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that **Surety**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Whenever **Builder** shall be, and declared by **Owner** to be in default under the Contract, the **Owner**, having performed **Owner's** obligations there under, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the **Contract** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **Contract** in accordance with its terms, and conditions, and upon determination by the **Owner** and the **Surety** jointly of the responsible and responsive bidder, arrange for a contract between such bidder and **Owner**, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the **Contract** price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by **Owner** to **Builder** under the **Contract** and any amendments thereto, less the amount paid by **Owner** to **Builder**.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the **Contract** falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the **Owner** named herein or the heirs, executors, administrators or successors of the **Owner**.

The **Surety** may only cancel this bond by first providing thirty (30) days written notice to **Owner** and Builder. Such cancellation shall not discharge the **Surety** from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

\_\_\_\_\_  
Principal/Builder (SEAL)

\_\_\_\_\_  
Signature

---

Typed Name

President

---

Title

---

Surety (SEAL)

---

Signature of Attorney-in-Fact

---

Typed Name of Attorney-in-Fact

## **COBB COUNTY GREEN BUILDING POLICY**

All new construction and renovation of occupied county building, 5000 square feet or more, where feasible, shall be designed and built to achieve a LEED certification. Other construction and renovations less than 5,000 square feet may also be considered where appropriate. The Green Building Policy shall require a payback of no more than ten years for projects designed to the LEED standard. County staff shall recommend to the Board of Commissioners which level of LEED certifications is appropriate for the particular project based on sustainability and life cycle cost analysis. Where no level of certification is feasible, then the project design and construction shall include as many measures as possible based on the LEED checklist.



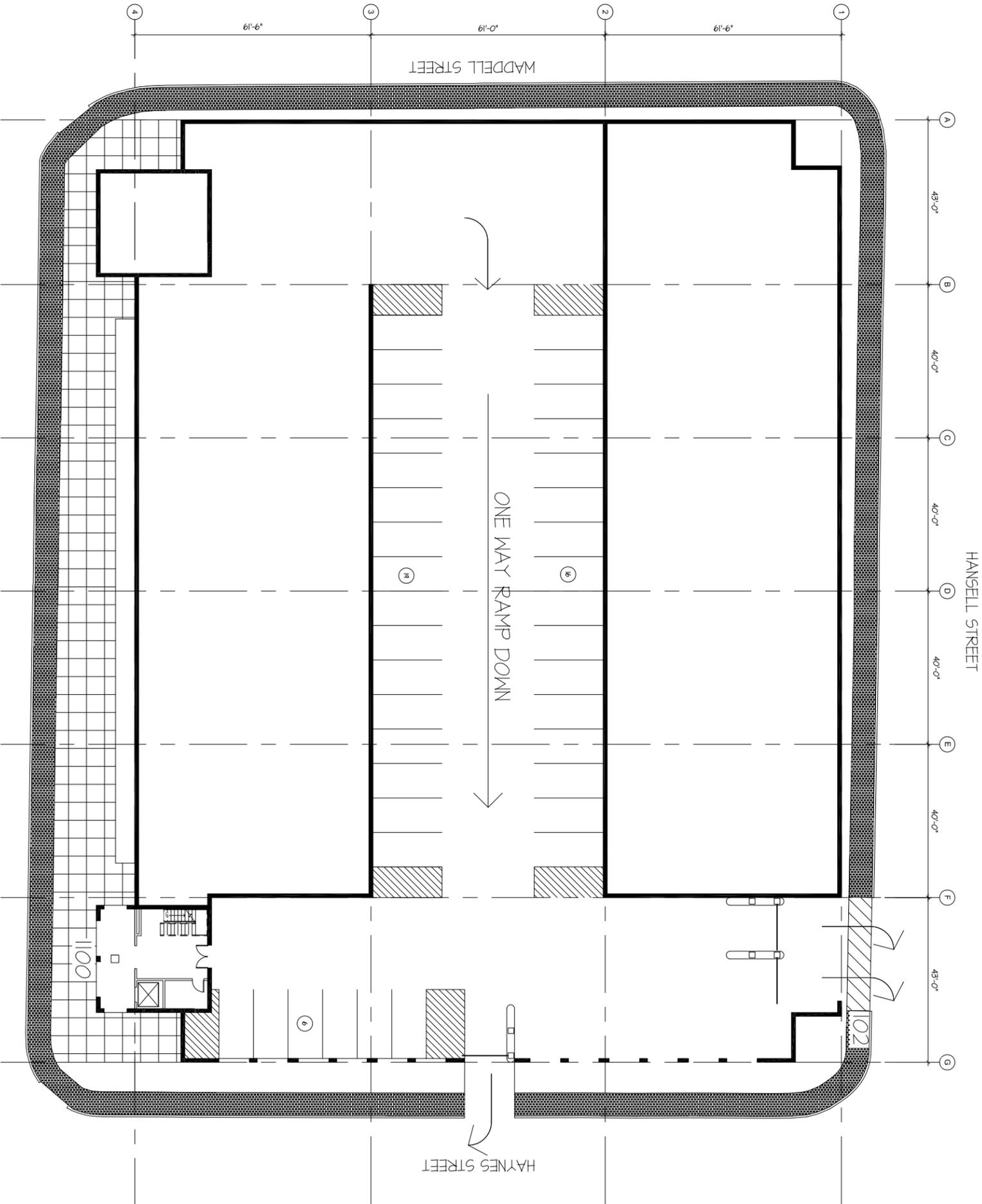
**WARNER SUMMERS**  
 ARCHITECTURE & INTERIOR DESIGN  
 1550 Southland Circle, Suite 100  
 Atlanta, Georgia 30318

**NEW SUPERIOR  
 COURTHOUSE  
 PARKING DECK**

No.	Description	Date

**EXTERIOR RENDERING**

Project number	09033	<b>R 1.0</b>
Date	05/20/09	
Drawn by	APS	
Checked by	WJD	
Scale		12" = 1'-0"



**WARNER SUMMERS**  
ARCHITECTURE & INTERIOR DESIGN

1550 Southland Circle, Suite 100  
Atlanta, Georgia 30318

**NEW SUPERIOR  
COURTHOUSE  
PARKING DECK**

**PARKING DECK DATA**

**BUILDING AREA: 5 LEVELS - 198,743 SQFT**

**TOTAL PARKING COUNT: 525 SPACES**

LEVEL 1 - 31 SPACES

LEVEL 2 - 124 SPACES

LEVEL 3 - 134 SPACES

LEVEL 4 - 134 SPACES

LEVEL 5 - 102 SPACES

**FLOOR PLAN - LEVEL 1**

Project number 09033

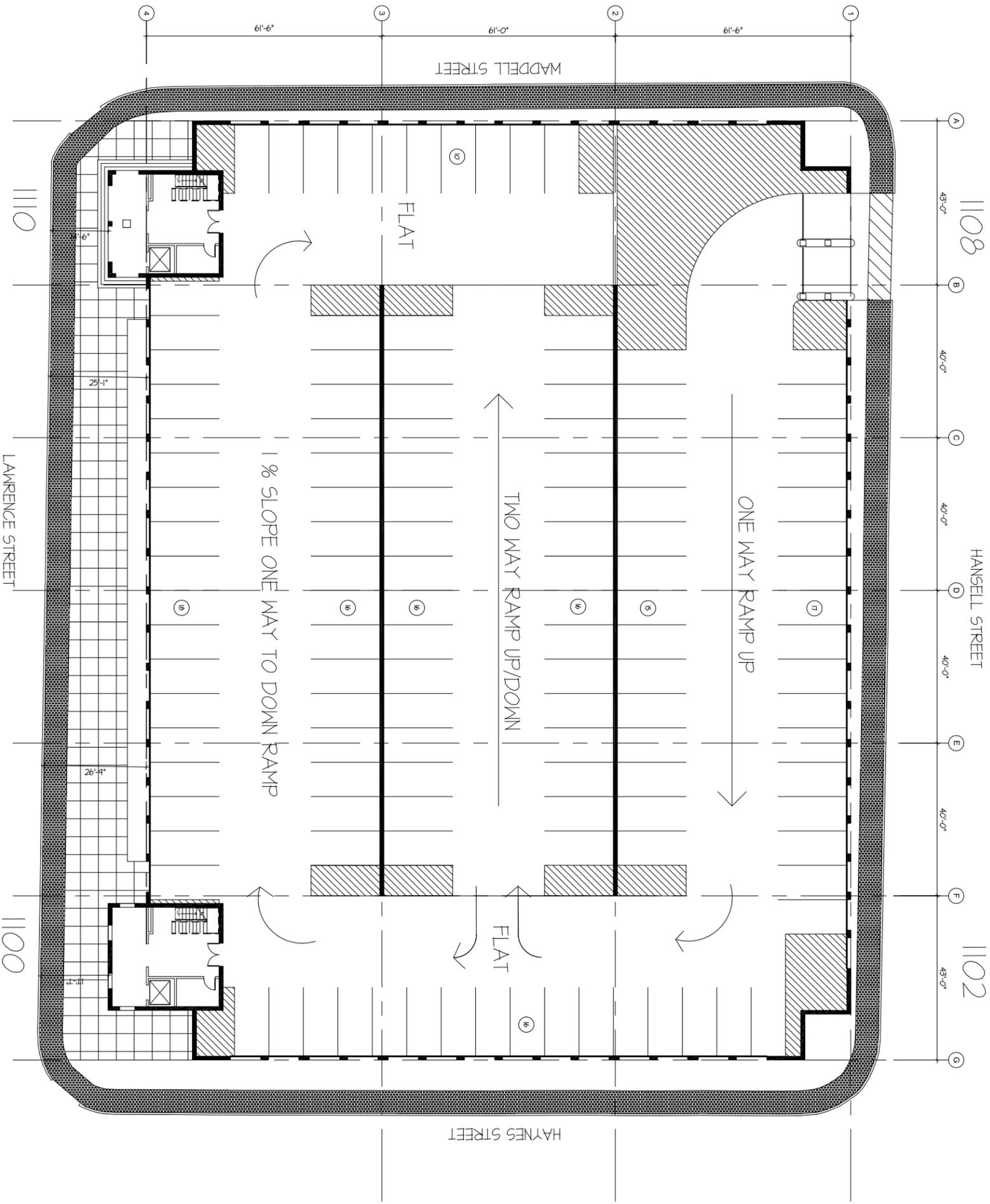
Date 05/20/09

Drawn by APS

Checked by WJD

**A2.1**

Scale NTS



**WARNER SUMMERS**  
 ARCHITECTURE & INTERIOR DESIGN  
 1550 Southland Circle, Suite 100  
 Atlanta, Georgia 30318

**NEW SUPERIOR COURTHOUSE PARKING DECK**

**PARKING DECK DATA**

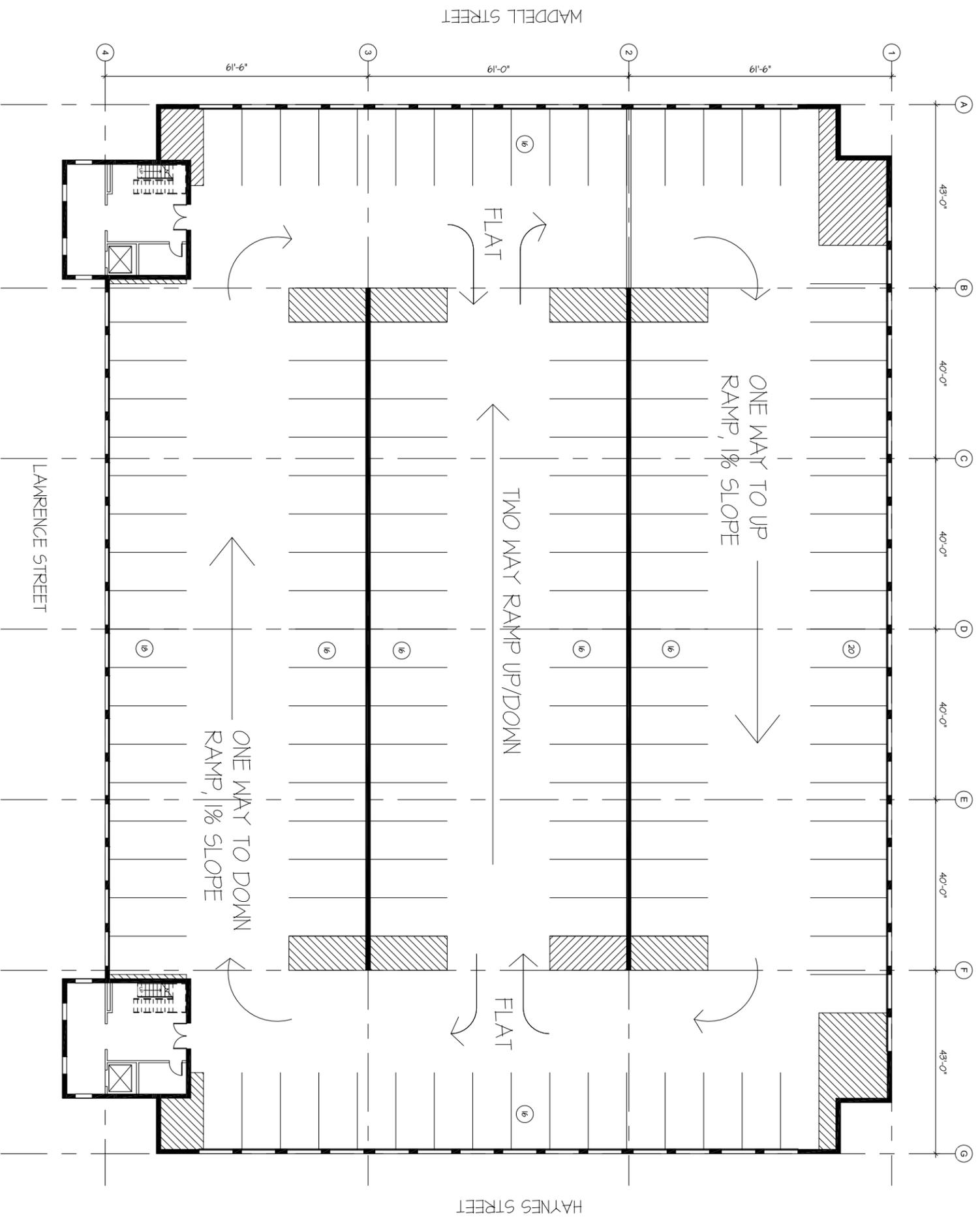
BUILDING AREA: 5 LEVELS - 198,743 SQFT  
 TOTAL PARKING COUNT: 525 SPACES

LEVEL 1 - 31 SPACES  
 LEVEL 2 - 124 SPACES  
 LEVEL 3 - 134 SPACES  
 LEVEL 4 - 134 SPACES  
 LEVEL 5 - 102 SPACES

**FLOOR PLAN - LEVEL 2**

Project number	09033	A2.2
Date	05/20/09	
Drawn by	APS	
Checked by	WJD	Scale NTS

HANSELL STREET



**WARNER SUMMERS**  
ARCHITECTURE & INTERIOR DESIGN

1550 Southland Circle, Suite 100  
Atlanta, Georgia 30318

**NEW SUPERIOR  
COURTHOUSE  
PARKING DECK**

**PARKING DECK DATA**

**BUILDING AREA: 5 LEVELS - 198,743 SQFT**  
**TOTAL PARKING COUNT: 525 SPACES**  
LEVEL 1 - 31 SPACES  
LEVEL 2 - 124 SPACES  
LEVEL 3 - 134 SPACES  
LEVEL 4 - 134 SPACES  
LEVEL 5 - 102 SPACES

**FLOOR PLAN - LEVEL 3-5**

Project number 09033  
Date 05/20/09  
Drawn by APS  
Checked by WJD

Scale NTS  
**A2.3**

# Attachment E



**REPORT OF PRELIMINARY  
GEOTECHNICAL EVALUATION  
PROPOSED COBB COUNTY PARKING DECK  
MARIETTA, GEORGIA  
PSI PROJECT NUMBER 472-85032**

Prepared for

Cobb County  
100 Cherokee Street  
Marietta, Georgia 30090

Prepared by

Professional Service Industries, Inc  
95 Chastain Road, Suite 301  
Kennesaw, Georgia 30144  
(770) 424-6200

A handwritten signature in blue ink that reads 'James Niehoff' with a circled 'PE' to the right.

James W. Niehoff, PE  
Chief Engineer

A handwritten signature in blue ink that reads 'Lauren Hill'.

Lauren F. Hill EIT  
Geotechnical Department Manager

November 3, 2008

## 1.0 INTRODUCTION

As authorized, Professional Service Industries, Inc. (PSI) has conducted a preliminary geotechnical exploration for the proposed parking deck to be located at 191 Lawrence Street in Marietta, Cobb County, Georgia. Our services on this project were conducted in general accordance with PSI Proposal Number 472-850071, which was authorized by you in the form of a contractor work order, dated October 17, 2008.

The purpose of our study was to characterize the subsurface strata across the site of the proposed development and to develop recommendations for site preparation and foundation design for the proposed structure. The report that follows presents a brief review of our understanding of the project, a discussion of the site and subsurface conditions, and our recommendations.

## 2.0 PROJECT INFORMATION

Project information was obtained through discussions with Mr. Allen Kronenberger of Cobb County and other data provided in the original request for proposal. It is our understanding that a 3 to 5 story parking deck will be constructed on the existing site. No other structural details were provided at the time of this report. Descriptions of the site are based upon observations made during our field exploration program. The geotechnical recommendations presented in this report are based upon the available project information, parking deck location, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform us so that we may amend the recommendations presented in this report, if appropriate.

### 2.1 Site Information

The site of the proposed parking deck is located on the north side of Lawrence Street, between Waddell Street, Hansell Street NE and Haynes Street as shown on the Site Location Map in the Appendix of this report. The site is located in downtown Marietta, Cobb County, Georgia.

The southern portion of the site is currently occupied by a Cobb County office building, with a parking lot directly to the north of the existing building. Topographically, the site of the new parking deck has gradual downward slope from the northwest to the southeast. The total grade difference between the high point and low point of the site is approximately 5 feet.

## 3.0 SUBSURFACE INFORMATION

This section presents an overview of area geology, our program of exploration, and a discussion of subsurface conditions within the site limits.

### 3.1 Area Geology

The site is located within the Piedmont Physiographic Province of Georgia. The Piedmont is an area underlain by igneous and metamorphic bedrock formed from about 200 to 600 million years ago. Soils in this region have generally been formed through in-place mechanical and chemical weathering. The typical soil profile consists of fine grained silts and clays near the

surface, where weathering is more advanced, transitioning to sands and silty sands at greater depth. Above the general level of bedrock, a transitional material, known as partially weathered rock is generally encountered in the area. This material may generally be penetrated by soil augers, but is hard and retains much of the structure of the parent rock. Bedrock generally consists of gneiss or schist with occasional intrusions of quartz monzonite.

### **3.1 Subsurface Exploration**

The field exploration included a program of soil test borings. The boring locations were determined by others prior to our mobilization on site. A site meeting was held with PSI and Mr. Allen Kronenberger to confirm the boring locations and to discuss on-site utilities.

#### **3.1.1 Exploratory Borings**

A series of 3 soil test borings were drilled within the site of the proposed parking deck in the approximate locations indicated on the Boring Location Plan in the Appendix of this report. Each of these borings was drilled to the depth of soil auger refusal. At routine intervals in the borings, the soil was sampled and tested by means of the standard penetration test, conducted using a manual hammer with a cathead and rope, in general accordance with ASTM D1586. Our field engineer logged soil samples in the field, and then sealed them in glass jars for transport to our soils laboratory for further classification and testing.

The following sections provide information relating to subsurface conditions in the area of the proposed development.

### **3.2 Subsurface Conditions**

The soil test borings drilled within the site revealed a typical subsurface profile consisting of about 70 to 95 feet of fill and variably weathered residual soils and partially weathered rock underlain by bedrock.

Fill was initially encountered in all of the test borings. The fill consisted of medium dense Silty SAND (SM), medium dense Clayey SAND (SC), and medium stiff Sandy SILT (ML), with rock fragments at boring B-8. The fill extended to approximate depths of 1 to 4 feet below the existing ground surfaces. Standard Penetration Test (SPT) N-values in the fill ranged from 5 to 18 blows per foot (bpf). In general, the N-values suggest that the fill is poorly to moderately well compacted at the boring locations.

Beneath the fill soils, residual soils consisted of very loose to very dense Silty Sand (SM), Silty Clayey SAND (SC), dense fine SAND (SP), and medium dense to dense Clayey Silty SAND (SC-SM). Standard SPT N-values in the residual soils ranged from 3 to 100 blows per foot (bpf), with an average SPT-N value on the order of 34 bpf. In general, the residual soils were loose in density to significant depths within the test borings. The N-values increased slowly with depth. Partially Weathered Rock (PWR) was encountered in test borings B-5 and B-8 at depths of 88 and 68 feet below grades, respectively. Refusal to soil auger drilling methods was encountered in the test borings at depths of 70 to 95 feet below grades.

Laboratory tests were conducted on representative samples of soils for classification purposes. The laboratory test results are summarized in the table below, as well as on the boring logs attached in the Appendix.

Boring	Depth (feet)	Moisture Content (%)	Fines Content (%)	Atterberg Limits		USCS Class
				Liquid Limit	Plasticity Index	
B-1	3.5 – 5.0	13	31	46	19	SC
B-5	8.5 – 10.0	27	39	NP	NP	SM
B-8	1.0 – 2.5	29	19	NP	NP	SM
B-8	3.5 – 5.0	16	31	46	20	SC

### 3.3 Groundwater Conditions

Water levels were measured in the boreholes shortly after completion of drilling. Free water was detected in all of the borings during the course of the exploration at depths ranging from about 29 to 39 feet below current grades. A 24-hour groundwater reading was taken in test boring B-5 and the groundwater level had risen 3 feet from the time of boring.

### 3.4 Seismicity

The project site is located within a municipality that employs the International Building Code, 2006 edition. As part of this code, the design of structures must consider dynamic forces resulting from seismic events. These forces are dependent upon the magnitude of the earthquake event as well as the properties of the soils that underlie the site. As part of the procedure to evaluate seismic forces, the code requires the evaluation of the Seismic Site Class, which categorizes the site based upon the characteristics of the subsurface profile within the upper 100 feet of the ground surface. To define the Site Class for this project, we have interpreted the results of soil test borings drilled within the project site and estimated appropriate soil properties below the base of the borings to a depth of 100 feet based upon data available in published geologic reports as well as our experience with subsurface conditions in the general site area. Based upon the weighted average of N-Values obtained during this study, the soil profile generally meets the criteria of a Site Class D as defined by the code.

The USGS-NEHRP probabilistic ground motion values for latitude 33.9534°N and longitude 84.54705°W obtained from the USGS Web-based calculator are as follows:

Period (seconds)	2% Probability of Event in 50 years (%g)	Site Coefficient $F_a$	Site Coefficient $F_v$
0.2 ( $S_s$ )	0.255	1.6	
1.0 ( $S_1$ )	0.089		2.4

The Site Coefficients,  $F_a$  and  $F_v$  presented in the above table were interpolated from IBC the applicable tables as a function of the site classification and mapped spectral response acceleration at the short ( $S_s$ ) and 1 second ( $S_1$ ) periods.

## **4.0 GEOTECHNICAL EVALUATION**

Based upon the results of our subsurface exploration, the site appears to be suitable for construction of the proposed parking deck from a geotechnical standpoint. Due to the significant depth to bedrock and the presence of loose to very loose soils in the near surface soil profile, the site is not considered compatible with shallow foundation support. Considering the subsurface conditions within this site, we recommend the use of deep foundations, consisting of the use of conventional augercast piles.

Detailed recommendations relating to site preparation and foundation design are presented in the following sections of this report.

## **5.0 SITE GRADING RECOMMENDATIONS**

Prior to initiating site grading, the site should be properly prepared. First, the existing building should be demolished and the remains completely removed from the site. Existing utilities and any unsuitable materials should be removed from areas proposed for construction. The existing pavement should be removed but may be stored for later use in pavement areas.

### ***5.1 Site Excavation and Subgrade Preparation***

Considering current site topography, we anticipate only minor cutting and filling will be required to bring the site to final grades. Materials within the upper 40 feet of the ground surface typically consist of loose to medium dense silt and clayey sands and may be excavated using conventional earth-moving equipment.

Temporary construction cut or fill slopes should not exceed 2 horizontal to 1 vertical. If insufficient space is present to achieve slopes of this inclination, temporary shoring may be required to protect adjacent streets and utilities.

## **6.0 FOUNDATION RECOMMENDATIONS**

As note previously, near surface soils are variable in composition and consistency and will not be compatible with the use of shallow foundations. Consequently, we recommend the use of deep foundations that will derive their support from more competent soil and rock strata at greater depths. For this purpose, we have provided recommendations for conventional augercast piles. These are considered to be cost effective and will not cause significant noise or vibrations in this urban setting. The following sections present recommendations for the design and construction of this foundation systems.

### ***6.1 Augercast Piles***

Augered cast in place piles are installed by drilling a hollow stem auger to the desired depth, then pumping concrete or grout through the tip as the auger is withdrawn. For this project, 18-inch diameter piles extending to a maximum depth of 80 feet, or to the top of bedrock, should be capable of supporting individual loads of 150 tons. Piles may be installed on a spacing of 3 pile diameters (center to center) with no reduction in capacity for group effects. For design purposes, it should be assumed that uplift resistance will be 75 tons.

Pile capacities for compressive and uplift loading conditions may be increased by 1/3 over that recommended above for temporary wind and seismic loading conditions.

For the loads associated with the parking deck, we anticipate total settlements on the order of 1/2 inch. Differential settlements between adjacent columns should be about 1/4 inch.

### 6.1.1 Lateral Load Capacity

Conservatively, we have assumed that the piles will only have minimal angular restraint at the tops and will act as free-headed members. The lateral load capacity for an 18-inch diameter pile should be 14 kips, with approximately 1/4-inch of deflection. The maximum moment generated by this load should be 554 in-kips.

### 6.1.2 Construction Considerations

Auger-cast piles represent a very specialized foundation system and require a high level of expertise for proper installation. Consequently, we recommend that only contractors experienced with this type of foundation and subsurface conditions be considered for this project.

We recommend that prior to production pile installation, a series 5 to 7 indicator piles be drilled across the site to evaluate the capacity of the rig to drill and satisfactorily construct piles to the design depths, and to characterize the variability of subsurface conditions. One of these indicator piles should be grouted and load tested as described in the next section of this report.

Due to the potential for ground disturbance during the course of pile installation, it is recommended that adjacent piles within 6 pile diameters not be drilled and grouted within a period of 8 to 12 hours.

A properly functioning pressure gauge and pump stroke counter should be provided on the grout pump to assist in monitoring auger-cast-in-place pile installation. The pump should be calibrated prior to its use. The pressure gauge is used to monitor the pressure of the grout to evaluate the rate at which the auger should be withdrawn and if the auger or hoses are plugged. As noted previously, soft soils are located at the soil/bedrock interface in some locations. Following excavation of the boreholes, grout should be introduced, as necessary, until a pressure of 15 psi can be maintained. The purpose of this approach is to displace soft clays from the vicinity of the pile tip. Following grout injection at the tip, the auger should be withdrawn with slow positive rotation at a slow steady pull. For estimating purposes, we recommend a minimum grout take factor of 1.4 be employed. The actual grout take factor to be used in the field should be determined on the results of the probe piles.

Pile installation should be monitored on a full-time basis by the geotechnical engineer. The engineer should monitor the progress of drilling, the overall depth of penetration, and grout takes and pressures. Grout cubes should be fabricated on a routine basis to evaluate the strength of the concrete mix.

### 6.1.3 Load Test

We recommend that a load test be conducted prior to production pile construction in general accordance with the Standard Method of Testing Piles under Axial Compressive Load, ASTM D1143 (Quick Test Method). It is recommended that the load test be conducted to at least 2 ½ times the design load.

### 6.2 Slabs on Grade

The ground floor of the structure may employ slabs on grade. For the purposes of design of grade slabs, we recommend the use of a Modulus of Subgrade Reaction (k) of 100 pci. In areas where floor wetness would be undesirable, we recommend the use of a capillary break layer and a vapor retarder beneath slabs on grade.

### 6.3 Below Grade Walls

Below grade walls, such as those associated with elevator shafts should be designed to resist earth pressures resulting from backfill soils. An equivalent lateral fluid pressure of 60 psf per foot of wall depth should be employed in design. All below grade walls should incorporate proper drainage within the backfill zone to prevent the buildup of hydrostatic pressure.

## 7.0 LIMITATIONS

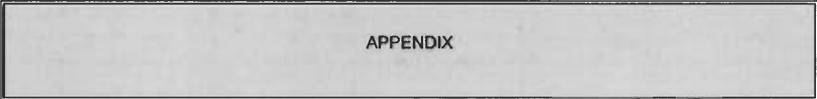
The recommendations submitted herein are based upon the available subsurface information obtained by PSI and design details furnished by the project team. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the foundation recommendations are required.

Our scope of services for this report did not include an environmental assessment for determining the presence of wetlands, mold, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air, on, below, or around the site. Any statements in this report or on the boring logs regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes. This information was presented in our environmental report.

The geotechnical engineer warrants that the findings, recommendations, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to confirm that recommendations have been properly incorporated into the design documents.

# ***Attachment E***



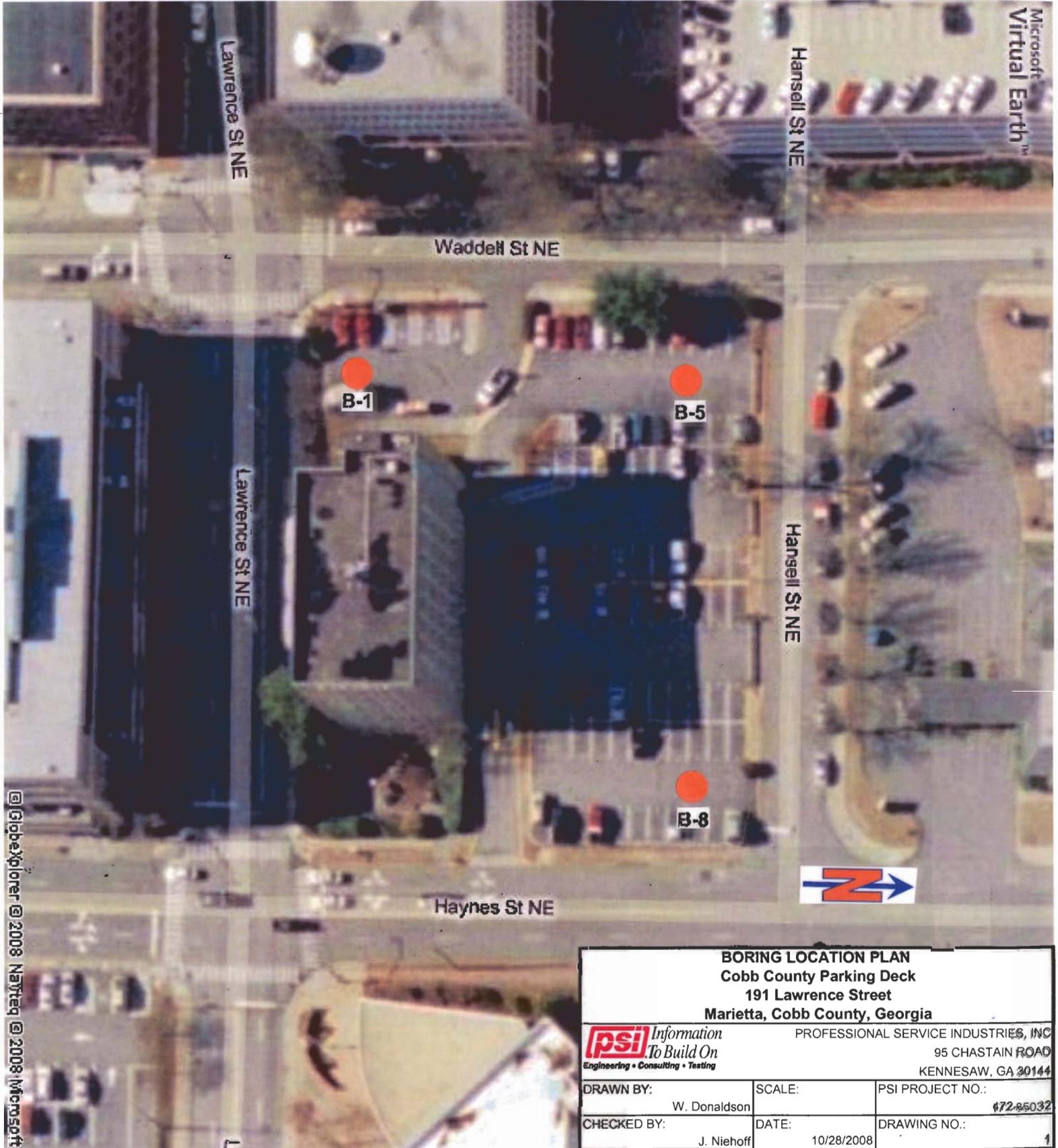
**APPENDIX**

**BORING LOCATION PLAN**

**BORING LOGS**

**LABORATORY DATA**

**DRILLING PROCEDURES**



© GlobeXplorer © 2008 Navteq © 2008 Microsoft

<b>BORING LOCATION PLAN</b> <b>Cobb County Parking Deck</b> <b>191 Lawrence Street</b> <b>Marietta, Cobb County, Georgia</b>		
		PROFESSIONAL SERVICE INDUSTRIES, INC 95 CHASTAIN ROAD KENNESAW, GA 30144
DRAWN BY: W. Donaldson	SCALE:	PSI PROJECT NO.: #72-85032
CHECKED BY: J. Niehoff	DATE: 10/28/2008	DRAWING NO.: 1

# BORING LOG



PSI No.: 472-85032

Client: **Cobb County**

Project: **Proposed Parking Deck @ 191 Lawrence Street, Marietta, Cobb County**

Boring No.: **B-1 (1 of 1)** Total Depth **70.0'** Elev: **±** Location: **See Boring Location Plan**

Type of Boring: **Hollow Stem Auger** Started: **10/25/08** Completed: **10/25/08** Driller: **Gable Drilling**

Elevation	Depth	DESCRIPTION OF MATERIALS (Classification)	* Sample Blows	Sample Depth (Feet)	N VALUE (bpf)			N
			REC/ROD		PL	%MC	LL	
	0.4	Asphalt Thickness = 4 inches		1.0				
	0.8	Graded Aggregate Base = 4 inches	8-9-9	3.5	●			18
	4.0	FILL: Medium Dense Tan/Orange Moist Clayey SAND (SC)	6-13-15	5.0	▲	●	—	28
	6.0	RESIDUUM: Medium Dense Gray/Red/Tan Moist Clayey SAND (SC)	4-6-7	7.5	●			13
		Medium Dense Tan/Orange Moist Silty SAND (SM)	3-5-6	10.0	●			11
	14.0	Loose Black/Tan/Orange/Brown Moist Micaceous Silty SAND (SM)	2-3-4	13.5	●			7
			3-4-4	18.5	●			8
			2-2-2	23.5	●			4
		Wet at 28.5 feet	1-2-1	28.5	●			3
		with White streaks at 33.5 feet	2-2-2	33.5	●			4
	39.0	Medium Dense Brown/Orange/Black Wet Clayey Silty SAND (SC-SM)	4-5-6	38.5	●			11
			4-5-6	43.5	●			11
	49.0	Dense Tan/Black/White Moist Silty SAND (SM)	6-12-24	48.5		●		36
		Medium Dense at 54 feet	9-12-16	53.5		●		28
	59.0	Dense Orange/White/Green Moist Fine Clayey SAND (SP-SC)	6-15-22	58.5		●		37
	64.0	Dense Green/White Moist Fine SAND (SP), with trace of clay	10-16-17	63.5		●		33
	70.0	Boring Terminated at 70 feet Groundwater at Time of Drilling = 39 feet	9-13-18	68.5		●		31
				70.0				

BL STD 47285032.GPJ PSI\_CORP.GDT 10/20/08

\*Number of blows required for a 140 lb hammer dropping 30" to drive 2" O.D., 1.375" I.D. sampler a total of 18 inches in three 6" increments. The sum of the last two increments of penetration is termed the standard penetration resistance, N.

# BORING LOG



PSI No.: 472-85032

Client: **Cobb County**

Project: **Proposed Parking Deck @ 191 Lawrence Street, Marietta, Cobb County**

Boring No.: **B-5 (1 of 2)** Total Depth **95.0'** Elev: **±** Location: **See Boring Location Plan**

Type of Boring: **Hollow Stem Auger** Started: **10/25/08** Completed: **10/25/08** Driller: **Gable Drilling**

Elevation	Depth	DESCRIPTION OF MATERIALS (Classification)	* Sample Blows	Sample Depth (Feet)	N VALUE (bpf)			N
			REC/RQD		PL	%MC	LL	
	0.4	Asphalt Thickness = 4 inches		1.0				
	0.8	Graded Aggregate Base = 4 inches	4-4-7	2.5	●			11
	4.0	FILL: Medium Dense Red Moist Silty SAND (SM)	4-6-7	3.5	●			13
		RESIDUUM: Medium Dense Dark Red/Tan/Purple Moist Micaceous Silty SAND (SM)	4-5-6	5.0	●			11
			3-4-6	6.0				
				7.5	●			11
				8.5				
		Loose, Tan/Purple/Orange colored ar 9 feet		10.0	● ▲			10
				13.5				
	14.0	Loose Orange/Black Moist Silty SAND (SM)	2-3-4	15.0	●			7
				18.5				
		Tan/Red/Orange colored at 19 feet	3-4-5	20.0	●			9
				23.5				
		Micaceous at 24 feet	3-4-5	25.0	●			9
				28.5				
	29.0	Loose Brown/Tan/Black Wet Silty SAND (SM)	2-2-3	30.0	●			5
				33.5				
		Orange/Black colored at 34 feet	2-3-5	35.0	●			8
				38.5				
	39.0	Loose Purple/Tan/Orange/Black Wet Micaceous Silty SAND (SM)	3-4-6	40.0	●			10
				43.5				
	44.0	Medium Dense Purple/White/Orange Wet Silty SAND (SM)	4-6-7	45.0	●			13
				48.5				
		Very Loose at 49 feet	WOH-WOH	50.0	●			3
				53.5				
	54.0	Medium Dense Brown/White/Purple Wet Micaceous Silty SAND (SM), with rock fragments (1/4" or less)	3-6-7	55.0	●			13
				58.5				
		Brown/Orange/Red colored, Moist at 59 feet	2-4-7	60.0	●			11

BL STD 47285032.GPJ PSI CORP GDT 10/30/08

\*Number of blows required for a 140 lb hammer dropping 30" to drive 2" O.D., 1.375" I.D. sampler a total of 18 inches in three 6" increments. The sum of the last two increments of penetration is termed the standard penetration resistance, N.

# BORING LOG



PSI No.: 472-85032

Client: **Cobb County**

Project: **Proposed Parking Deck @ 191 Lawrence Street, Marietta, Cobb County**

Boring No.: **B-5 (2 of 2)** Total Depth **95.0'** Elev: **±** Location: **See Boring Location Plan**

Type of Boring: **Hollow Stem Auger** Started: **10/25/08** Completed: **10/25/08** Driller: **Gable Drilling**

Elevation	Depth	DESCRIPTION OF MATERIALS (Classification)	* Sample Blows	Sample Depth (Feet)	N VALUE (bpf)			N						
			REC/RQD		PL	%MC	LL							
					10	20	30	40	50	60	70	80	90	
		Tan/White/Orange/Brown colored at 64 feet	4-8-9	63.5 65.0										17
			4-7-11	68.5 70.0										18
		Tan/White colored, Wet at 74 feet	4-7-14	73.5 75.0										21
		Dense at 78 feet	8-18-21	78.5 80.0										39
		Very Dense, Black/White/Tan colored, with rock fragments at 83 feet	9-21-40	83.5 85.0										61
	89.5	14-37-50/4	88.5 90.0											100
		PARTIALLY WEATHERED ROCK: Sampled as Black/White Wet Micaceous Silty SAND (SM), with rock fragments	50/4	93.5 95.0										100

Auger Refusal at 95 feet  
Groundwater at Time of Drilling = 37 feet  
Groundwater after 24 Hours = 34 feet

BL STD 47285032.GPJ PSI\_CORP.GDT 10/20/08

\*Number of blows required for a 140 lb hammer dropping 30" to drive 2" O.D., 1.375" I.D. sampler a total of 18 inches in three 6" increments. The sum of the last two increments of penetration is termed the standard penetration resistance, N.

# BORING LOG



PSI No.: 472-85032

Client: **Cobb County**

Project: **Proposed Parking Deck @ 191 Lawrence Street, Marietta, Cobb County**

Boring No.: **B-8 (1 of 1)** Total Depth **77.0'** Elev: **±** Location: **See Boring Location Plan**

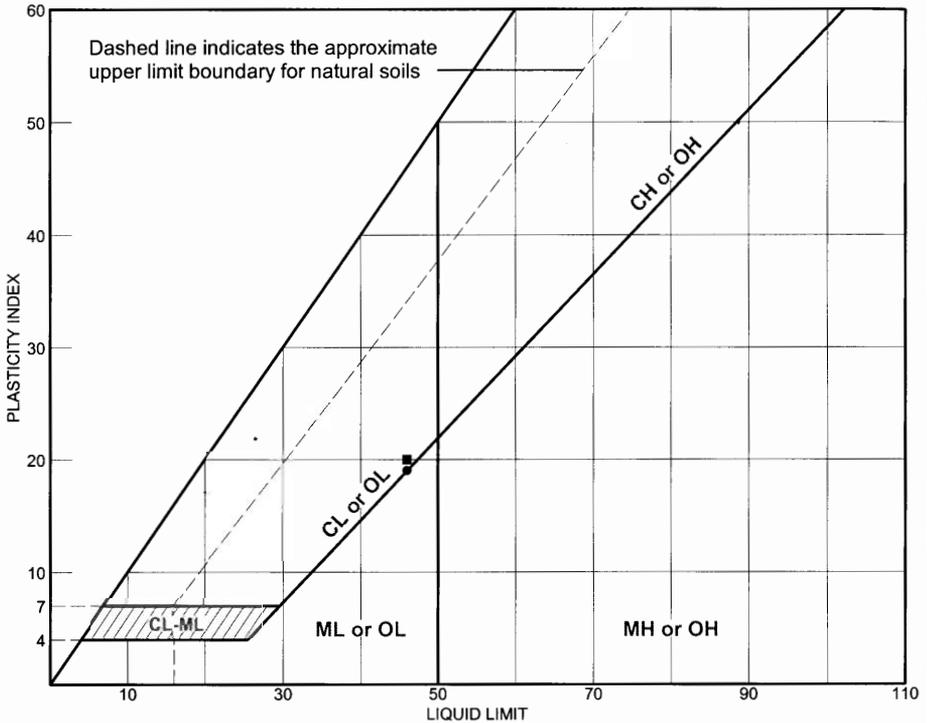
Type of Boring: **Hollow Stem Auger** Started: **10/25/08** Completed: **10/25/08** Driller: **Gable Drilling**

Elevation	Depth	DESCRIPTION OF MATERIALS (Classification)	* Sample Blows	Sample Depth (Feet)	N VALUE (bpf)			N
			REC/RQD		PL	%MC	LL	
	0.5	Asphalt Thickness = 5 inches		1.0				
	0.9	Graded Aggregate Base = 5 inches	2-2-3	3.3	●	▲		5
	3.0	FILL: Medium Stiff Red/Brown Moist Micaceous Sandy SILT (ML), with rock fragments	9-12-12	5.0	●			24
		RESIDUUM: Medium Dense Tan/Gray Moist Micaceous Clayey SAND (SC), with rock fragments	2-4-4	7.5	●	▲	—	8
		Loose at 5.5 feet	2-3-3	8.3	●			6
			2-3-3	13.5				
			2-3-3	15.0	●			6
			2-3-3	18.5				
		Very Loose at 22 feet	2-3-3	20.0	●			6
			1-2-2	23.5				
			1-2-2	25.0	●			4
	27.0	Loose Tan/Brown/White Wet Micaceous Silty SAND (SM)	2-2-4	28.5				
			2-2-4	30.0	●			6
			2-3-4	33.5				
			2-3-4	35.0	●			7
			2-4-7	38.5				
			2-4-7	40.0	●			11
			2-5-6	43.5				
			2-5-6	45.0	●			11
			3-5-6	48.5				
			3-5-6	50.0	●			11
			4-9-14	53.5				
			4-9-14	55.0	●			23
			8-10-13	58.5				
			8-10-13	60.0	●			23
			11-29-32	63.5				
			11-29-32	65.0				
	69.0	PARTIALLY WEATHERED ROCK: Sampled as Black/Gray/White Wet Micaceous Silty SAND (SM), with rock fragments	36-50/3	68.5				
			36-50/3	70.0				100
			50/5	73.5				
			50/5	75.0				100
	77.0	Auger Refusal at 77 feet Groundwater at Time of Drilling = 29 feet						

BL STD 47285032.GPJ PSI\_CORP.GDT 10/30/08

\*Number of blows required for a 140 lb hammer dropping 30" to drive 2" O.D., 1.375" I.D. sampler a total of 18 inches in three 6" increments. The sum of the last two increments of penetration is termed the standard penetration resistance, N.

# LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	B-1	S-2	3.5'-5.0'	13.1 %	27	46	19	SC
■	B-8	S-2	3.5'-5.0'	16.4 %	26	46	20	SC

LIQUID AND PLASTIC LIMITS TEST REPORT  
**PROFESSIONAL SERVICE INDUSTRIES, INC.**

**Client:** Cobb County  
**Project:** Cobb County Parking Deck  
**Project No.:** 472-85032

**Figure**

Client: Cobb County  
 Project: Cobb County Parking Deck  
 Project Number: 472-85032

## Sample Data

## Source:

Sample No.: S-2

Elev. or Depth: 3.5'-5.0'

Sample Length(in./cm.):

Location: B-1

Description: Tan/Red Clayey SAND

Water Content: 13.1 % USCS: SC

AASHTO:

Testing Remarks: % passing sieve #200 = 31.1

## Liquid Limit Data

Run No.	1	2	3	4	5	6
Wet+Tare	32.52					
Dry+Tare	28.90					
Tare	21.41					
# Blows	17					
Moisture	48.3					

Liquid Limit= 46  
 Plastic Limit= 27  
 Plasticity Index= 19

## Plastic Limit Data

Run No.	1	2	3	4
Wet+Tare	16.97			
Dry+Tare	15.64			
Tare	10.70			
Moisture	26.9			

Client: Cobb County  
Project: Cobb County Parking Deck  
Project Number: 472-85032

## Sample Data

## Source:

Sample No.: S-4

Elev. or Depth: 8.5'-10.0'

Sample Length(in./cm.):

Location: B-5

Description: Brown micaceous Silty SAND

Water Content: 27.0 %      USCS: SM

AASHTO:

Testing Remarks: % passing sieve #200 = 39.3

Liquid Limit= \_\_\_\_\_

Plastic Limit= NPPlasticity Index= NP

Client: Cobb County  
Project: Cobb County Parking Deck  
Project Number: 472-85032

## Sample Data

## Source:

Sample No.: S-1

Elev. or Depth: 1.0'-2.5'

Location: B-8

Description: Brown Silty SAND

Water Content: 29.1 %      USCS: SM

Testing Remarks: % passing sieve #200 = 19.3

Sample Length(in./cm.):

AASHTO:

Liquid Limit= \_\_\_\_\_

Plastic Limit=      NP \_\_\_\_\_

Plasticity Index=      NP \_\_\_\_\_

Client: Cobb County  
 Project: Cobb County Parking Deck  
 Project Number: 472-85032

## Sample Data

Source:  
 Sample No.: S-2  
 Elev. or Depth: 3.5'-5.0'                      Sample Length(in./cm.):  
 Location: B-8  
 Description: Tan Clayey SAND  
 Water Content: 16.4 %                      USCS: SC                      AASHTO:  
 Testing Remarks: % passing sieve #200 = 30.8

## Liquid Limit Data

Run No.	1	2	3	4	5	6
Wet+Tare	31.25					
Dry+Tare	28.26					
Tare	22.08					
# Blows	17					
Moisture	48.4	.				

Liquid Limit= 46  
 Plastic Limit= 26  
 Plasticity Index= 20

## Plastic Limit Data

Run No.	1	2	3	4
Wet+Tare	16.90			
Dry+Tare	15.63			
Tare	10.64			
Moisture	25.5			

# Attachment E

## TEST PROCEDURES

The general field procedures employed by Professional Service Industries, Inc. (PSI) are summarized in the American Society for Testing and Materials (ASTM) Standard D420 which is entitled "Investigating and Sampling Soil and Rock". This recommended practice lists recognized methods for determining soil and rock distribution and groundwater conditions. These methods include geophysical and in-situ methods as well as borings.

### Standard Drilling Techniques

To obtain subsurface samples, borings are drilled using one of several alternate techniques depending upon the subsurface conditions. Some of these techniques are:

#### In Soils:

- a) Continuous hollow stem augers.
- b) Rotary borings using roller cone bits or drag bits, and water or drilling mud to flush the hole.
- c) "Hand" augers.

#### In Rock:

- a) Core drilling with diamond-faced, double or triple tube core barrels.
- b) Core boring with roller cone bits.

The drilling method used during this exploration is presented in the following paragraph.

Hollow Stem Augering: A hollow stem augers consists of a hollow steel tube with a continuous exterior spiral flange termed a flight. The auger is turned into the ground, returning the cuttings along the flights. The hollow center permits a variety of sampling and testing tools to be used without removing the auger.

### Sampling and Testing in Boreholes

Several techniques are used to obtain samples and data in soils in the field; however the most common methods in this area are:

- a) Standard Penetrating Testing
- b) Undisturbed Sampling
- c) Dynamic Cone Penetrometer Testing
- d) Water Level Readings

The procedures utilized for this project are presented below.

Standard Penetration Testing: At regular intervals, the drilling tools are removed and soil samples obtained with a standard 2 inch diameter split tube sampler connected to an A or N-size rod. The sampler is first seated 6 inches to penetrate any loose cuttings, and then driven an additional 12 inches with blows of a 140 pound safety hammer falling 30 inches. Generally, the number of hammer blows required to drive the sampler the final 12 inches is designated the "penetration resistance" or "N" value, in blows per foot (bpf).

# Attachment E

The split barrel sampler is designed to retain the soil penetrated, so that it may be returned to the surface for observation. Representative portions of the soil samples obtained from each split barrel sample are placed in jars, sealed and transported to our laboratory.

The standard penetration test, when properly evaluated, provides an indication of the soil strength and compressibility. The tests are conducted according to ASTM Standard D1586. The depths and N-values of standard penetration tests are shown on the Boring Logs. Split barrel samples are suitable for visual observation and classification tests but are not sufficiently intact for quantitative laboratory testing.

**Water Level Readings:** Water table readings are normally taken in the borings and are recorded on the Boring Logs. In sandy soils, these readings indicate the approximate location of the hydrostatic water table at the time of our field exploration. In clayey soils, the rate of water seepage into the borings is low and it is generally not possible to establish the location of the hydrostatic water table through short term water level readings. Also, fluctuation in the water table should be expected with variations in precipitation, surface run-off, evaporation, and other factors. For long-term monitoring of water levels, it is necessary to install piezometers.

The water levels reported on the Boring Logs are determined by field crews immediately after the drilling tools are removed, and several hours after the borings are completed, if possible. The time lag is intended to permit stabilization of the groundwater table which may have been disrupted by the drilling operation.

Occasionally the borings will cave-in, preventing water level readings from being obtained or trapping drilling water above the cave-in zone. The cave-in depth is measured and recorded on the Boring Logs.

## **BORING LOGS**

The subsurface conditions encountered during drilling are reported on a field boring log prepared by the Driller. The log contains information concerning the boring method, samples attempted and recovered, indications of the presence of coarse gravel, cobbles, etc., and observations of groundwater. It also contains the driller's interpretation of the soil conditions between samples. Therefore, these boring records contain both factual and interpretive information. The field boring records are kept on file in our office.

After the drilling is completed, a geotechnical professional classifies the soil samples and prepares the final Boring Logs which are the basis for our evaluations and recommendations.

## **SOIL CLASSIFICATION**

Soil classifications provide a general guide to the engineering properties of various soil types and enable the engineer to apply his past experience to current problems. In our investigations, samples obtained during drilling operations are examined in our laboratory and visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. These classification descriptions are included on our Boring Logs.

The classification system discussed above is primarily qualitative and for detailed soil classification two laboratory tests are necessary; grain size tests and plasticity tests. Using these test results the soil can be classified according to the AASHTO or Unified Classification Systems (ASTM D-2487). Each of these classification systems and the in-place physical soil properties provides an index for estimating the soil's behavior. The soil classification and physical properties are presented in this report.

# Attachment E

The table below presents criteria that are typically utilized in the classification and description of soil and rock samples for preparation of the Boring Logs.

Relative Density of Cohesionless Soils From Standard Penetration Test		Consistency of Cohesive Soils	
Very Loose	≤ 4 bpf	Very Soft	≤ 2 bpf
Loose	5 - 10 bpf	Soft	3 - 4 bpf
Medium Dense	11 - 30 bpf	Medium Stiff	5 - 8 bpf
Dense	31 - 50 bpf	Stiff	9 - 15 bpf
Very Dense	> 50 bpf	Very Stiff	16 - 30 bpf
		Hard	31 - 50 bpf
	(bpf = blows per foot, ASTM D 1586)	Very Hard	> 50 bpf
Relative Hardness of Rock		Particle Size Identification	
Very Soft	Hard Rock disintegrates or easily compresses to touch; can be hard to very hard soil.	Boulders	Larger than 12"
Soft	May be broken with fingers.	Cobbles	3" - 12"
		Gravel	
		Coarse	3/4" - 3"
Moderately Soft	May be scratched with a nail, Corners and edges may be broken with fingers.	Fine	4.76mm - 3/4"
		Sand	
		Coarse	2.0 - 4.76 mm
Moderately Hard	Light blow of hammer required to break samples.	Medium	0.42 - 2.00 mm
		Fine	0.42 - 0.074 mm
Hard	Hard blow of hammer required to break sample.	Fines (Silt or Clay)	Smaller than 0.074 mm
Rock Continuity		Relative Quality of Rocks	
<b>RECOVERY</b> = $\frac{\text{Total Length of Core}}{\text{Length of Core Run}} \times 100\%$		<b>RQD</b> = $\frac{\text{Total core, counting only pieces } > 4" \text{ long}}{\text{Length of Core Run}} \times 100\%$	
<u>Description</u>	<u>Core Recovery %</u>	<u>Description</u>	<u>RQD %</u>
Incompetent	Less than 40	Very Poor	0 - 25 %
Competent	40 - 70	Poor	26 - 50 %
Fairly Continuous	71 - 90	Fair	51 - 75 %
Continuous	91 - 100	Good	76 - 90 %
		Excellent	91 - 100 %

SECTION 11150 - PARKING CONTROL EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Automatic barrier gates.
  - 2. Vehicle detectors.
  - 3. Entry terminal ticket dispensers.
  - 4. Exit terminals.
  - 5. Pay stations.
  - 6. Parking facility management software.

1.2 SYSTEM DESCRIPTION

- A. Parking Control System: Intended to be used for the following types of parking management:
  - 1. Monthly Parking: Monthly rated parking, with fee paid by the month and access gained by access control card.
  - 2. Flat-Rate Parking: Unlimited-duration parking, with free gate entry and fixed-fee amount paid while exiting.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for parking control equipment. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For parking control equipment. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Qualification Data: For qualified Installer.
- D. Operation and Maintenance Data: For parking control equipment to include in emergency, operation, and maintenance manuals.
- E. Software and Firmware Operational Documentation:
  - 1. Software operating and upgrade manuals.

# **Attachment F**

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PARKING DECK

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2. Program Software Backup: On magnetic media or compact disk, complete with data files.
3. Device address list.
4. Printout of software application and graphic screens.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain parking control equipment from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Preinstallation Conference: Conduct conference at Project site.
  1. Inspect and discuss electrical roughing-in, equipment bases, and other preparatory work specified elsewhere.
  2. Verify that equipment operation is consistent with system description.
  3. Review sequence of operation for each type of parking control equipment.

## 1.5 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning with Substantial Completion, provide software support for two years.
- B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software shall include operating system. Upgrade shall include new or revised licenses for use of software.
  1. Provide 30 days' notice to Owner to allow scheduling and access to system and to allow Owner to upgrade computer equipment if necessary.

## 1.6 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Gate Arms: One breakaway gate arm for each gate installed, complete with accessory components.

# Attachment F

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## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and manufacturer for type of use and finish indicated, and as follows:
  - 1. Sheet: **ASTM B 209** (ASTM B 209M).
  - 2. Extruded Shapes: **ASTM B 221** (ASTM B 221M).
- B. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B.
- C. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, commercial quality, with **G60 (Z180)** coating designation; mill phosphatized.
- D. Anchorages: Anchor bolts, hot-dip galvanized according to ASTM A 153/A 153M and ASTM F 2329.

### 2.2 AUTOMATIC BARRIER GATES

- A. General: Provide UL-approved parking control device consisting of operator and controller housed in a weathertight, tamper-resistant cabinet enclosure with gate arm. Device shall be activated by a signal from access or revenue control device. Fabricate unit with gate-arm height in down position of not more than **35 inches (889 mm)** above pavement to prevent even small vehicles from passing under gate arm.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Amano Cincinnati, Inc.
    - b. Engineered Parking Systems, Inc.
    - c. Parking Products, Inc.
- B. Standard: Provide barrier gates and gate operators that are listed and labeled according to UL 325 by a qualified testing agency.
- C. Controller: Factory-sealed, solid-state, plug-in type, with galvanized-steel box for wiring connections.
  - 1. Type: Communicating.
    - a. Real-time communication of lane counts, status messages, and execute commands.
    - b. Monitor illegal entries and exits, tailgates, tickets, monthlies, and backouts.
    - c. Status messages for gate up too long, backouts, ticket in chute, and gate-arm rebound.
    - d. Communication commands for resetting loops, turning "Full" signs on/off, raising and lowering gate arm, and disabling ticket dispensers.
  - 2. Features: Equip unit with the following:

## Attachment F

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- a. Able to store successive inputs and sequentially processing each one.
  - b. Automatic instant-reversing obstacle detector mechanism that stops downward motion of gate arm if arm contacts or nears an object and that immediately returns arm to upward position. Include a 0- to 60-second, variable-time reset device.
  - c. On-off power supply switch.
  - d. Automatic-manual switch.
  - e. Differential counter.
  - f. RS-422 communication port.
  - g. Programmable automatic timer.
  - h. Internal resettable counters.
  - i. Thermal-overload protection with manual reset.
  - j. Plug-in connectors for two vehicle loop detectors.
  - k. Diagnostic mode for on-site testing.
  - l. Automatic and continuous testing of inputs and outputs.
  - m. Emergency manual disconnect.
  - n. Battery backup.
  - o. Single, 115-V ac grounded power receptacle.
- D. Cabinets: Fabricated from metal sheet with seams welded and ground smooth; approximately **15 inches square by 40 inches tall (381 mm square by 1016 mm tall)**. Provide single, gasketed access door for each cabinet with flush-mounted locks. Furnish two keys for each lock, all locks keyed alike. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet.
1. Material: not less than 0.097 -inch- (2.5mm) thick steel sheet or 0.125-inch (3.2 mm) thick aluminum sheet.
    - a. Finish cabinet, interior and exterior, with manufacturer's standard white baked-enamel finish over primer.
- E. Folding Gate Arm: Two pieces of **1-by-4-inch nominal- (19-by-89-mm actual-)** size pine or redwood joined together with metal side brackets; with painted finish and black diagonal stripes on traffic-side face. Provide mounting flange with breakaway feature to ensure clean break if arm is struck by vehicle.
1. Length: **12 feet (3.7 m)**.
- F. Operator: 1/3 hp 120 volts; 60-Hz, single-phase, instant-reversing, continuous-duty motor for operating gate arm. Transmit power to gate-arm drive shaft through speed reducer to harmonic-acting crank and connecting rod. Fabricate crank, rod, and drive shaft of galvanized solid bar steel. Provide an operable cam for adjusting arm travel.
1. Opening Time: Three seconds.
  2. Inherently adjustable torque limiting clutch for safety.
- G. Accessories:
1. Audible alarm that activates as part of a safety device system.
  2. Manually operated crank for emergency operation.

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## 2.3 VEHICLE DETECTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Amano Cincinnati, Inc.
  2. Engineered Parking Systems, Inc.
  3. Parking Products, Inc.
- B. Vehicle Loop Detector System: Provide self-tuning electronic presence detector with adjustable detection patterns, adjustable sensitivity and frequency settings, and panel indicator light designed to detect presence or transit of a vehicle over an embedded loop of wire and to emit signal activating gate-arm operator. Include automatic closing timer with adjustable time delay before closing and vehicle loop detector designed to hold gate arm open until traffic clears. Provide number of loops consisting of multiple strands of wire, number of turns, loop size, and method of placement at location shown on Drawings, as recommended in writing by detection system manufacturer for function indicated.
1. Factory-Formed Loop: Wire, preformed in size indicated; style for pave-over installation.
  2. System Performance: Capable of the following:
    - a. Recognize two vehicles within 6 inches (152 mm) of each other on standard-sized loop.
    - b. Recognize vehicle direction by detecting vehicle moving from one loop to another.
    - c. Generate reverse count if vehicle backs up after generating directional count in forward direction.
    - d. Continuous diagnostic monitoring for intermittently operating and failed loops.
    - e. Crosstalk test between adjacent loops.

## 2.4 ENTRY TERMINAL TICKET DISPENSERS

- A. General: Provide entry terminal ticket dispensers, consisting of ticket-printing and issuing mechanisms, ticket magazines, thermal printers, and controllers housed in cabinet enclosures.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Amano Cincinnati, Inc.
    - b. Engineered Parking Systems, Inc.
    - c. Parking Products, Inc.
  2. Features: Include the following:
    - a. Time and date display.
    - b. Time Indicator: 24-hour cycle with A.M. and P.M. clock mechanism.
    - c. Tickets: Magnetic-stripe type.
    - d. Removable ticket tray with capacity of 5000 fan-folded tickets.
    - e. Operation: Online communication to remote computer.
    - f. Battery backup for clock and RAM memory.

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- g. RS-422 communication port.
  - h. Intercom.
- B. System Performance: Activation by button with "Push for Ticket" message. On activation, unit automatically records entry time and date on ticket, sounds buzzer, and dispenses ticket.
- 1. Automatic ticket validation.
  - 2. Program ticket numbering.
  - 3. Ticket jam detection.
  - 4. Print test ticket.
- C. Cabinets: Fabricated from metal sheet with seams welded and ground smooth, approximately **15 inches square by 40 inches tall (381 mm square by 1016 mm tall)**; consisting of base and top components. Provide single, gasketed access door for each base component with flush-mounted locks. Furnish two keys for each lock, all locks keyed alike. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet. Fabricate top component so it can be unlocked and opened for ticket loading and maintenance. Include flush-mounted lock in rear of top, keyed the same as base component lock.
- 1. Material: Not less than **0.097-inch- (2.5-mm-)** thick steel sheet or **0.125-inch- (3.2-mm-)** thick aluminum sheet.
    - a. Finish cabinet, interior and exterior, with manufacturer's standard white baked-enamel finish over primer.
- D. Ticket-Dispensing Mechanisms: Removable assembly, with self-sharpening ticket cutter or ticket burster and plug-in controller.

## 2.5 EXIT TERMINALS

- A. General: Provide exit terminals consisting of ticket collectors, magnetic-stripe ticket readers, LCD displays, thermal printers, and controllers housed in cabinet enclosures. Provide "Please Insert Ticket" sign on side of cabinet visible to driver.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Amano Cincinnati, Inc.
    - b. Engineered Parking Systems, Inc.
    - c. Parking Products, Inc.
  - 2. Features: Include the following:
    - a. Operation: Online communication to remote computer.
    - b. Battery backup for clock and RAM memory.
    - c. RS-422 communication port.
    - d. Access card acceptance with activation slot and "Insert Ticket/Card" message.
    - e. Intercom.

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- B. System Performance: Capable of the following:
1. Activated by card reader.
  2. Program facility code.
  3. Program grace period.
  4. Program display.
  5. Program timer for closing barrier gate.
- C. Operation: Inserting exit ticket into exit ticket reader results in the following actions:
1. Valid Exit Ticket: Exit ticket reader captures ticket and automatically sends signal to raise barrier gate.
  2. Invalid Exit Ticket: Exit ticket reader rejects ticket and displays "Pay Cashier First" message.
- D. Cabinets: Fabricated from metal sheet with seams welded and ground smooth; approximately **15 inches square by 40 inches tall (381 mm square by 1016 mm tall)**. Provide single, gasketed access door for each cabinet with flush-mounted locks. Furnish two keys for each lock, all locks keyed alike. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet.
1. Material: Not less than **0.097-inch- (2.5-mm-)** thick steel sheet or **0.125-inch- (3.2-mm-)** thick aluminum sheet.
    - a. Finish cabinet, interior and exterior, with manufacturer's standard white baked-enamel finish over primer.

### 2.6 PAY STATIONS

- A. General: Provide self-contained cashiering central pay stations designed for self-service operation; consisting of magnetic-stripe ticketreaders/validators, LCD displays, fee computers, controllers, and thermal printers housed in a combined enclosure.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Amano Cincinnati, Inc.
    - b. Engineered Parking Systems, Inc.
    - c. Parking Products, Inc.
  2. Features: Include the following:
    - a. Operation: Online communication to remote computer.
    - b. Battery backup for clock and RAM memory.
    - c. Access card acceptance.
    - d. Intercom.
- B. System Performance: Capable of the following:
1. Compute parking fees based on entry times on flat fee charge.

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2. Program lost ticket function.
3. Display fee.
4. Accept payment by cash, credit card and debit card.
5. Compute change.
6. Print receipts on demand.
7. Print validation on ticket.
8. Voice annunciation.
9. Print audit trail.
10. Program six fee structures.
11. Program time.
12. Test mode to verify accuracy of fee structure program.
13. Built-in service diagnostics.
14. Print cash audit, revenue, operational, and statistical reports on demand.
15. Duress alarm output for emergencies.
16. Battery backup.

C. Cabinets: Fabricated from cold-rolled steel sheet with seams welded and ground smooth, approximately **36 inches wide by 18 inches deep by 60 inches tall (914 mm wide by 457 mm deep by 1524 mm tall)**. Provide single, gasketed access door with flush-mounted locks. Furnish two keys for each lock. Fabricate cabinet with internal reinforcing and four mounting holes accessible only from inside cabinet.

1. Finish cabinet, interior and exterior, with manufacturer's standard white baked-enamel finish over primer.

## 2.7 MISCELLANEOUS PARKING CONTROL EQUIPMENT

A. Lot "Full" Signs: Single-faced signs consisting of illumination source contained in welded steel bodies with extended hood and baked-enamel finish. Sign copy shall be **4 inches (102 mm)** tall.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Amano Cincinnati, Inc.
  - b. Engineered Parking Systems, Inc.
  - c. Parking Products, Inc.
2. Type: Nonflashing.
3. Operation: Automatic by barrier gate controller.
4. Illumination: Traffic signal lamps and colored fiberglass sign face.
5. Mounting: Top of barrier gate cabinet.

## 2.8 PARKING FACILITY MANAGEMENT SOFTWARE

A. General: Manufacturer's standard software that is compatible with security access control system and that provides automatic facility monitoring, supervision, and remote control of parking control equipment from one or more locations.

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1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Amano Cincinnati, Inc.
  - b. Parking Products, Inc.
2. System Performance: Capable of the following:
  - a. Collect data for revenue and activity reporting.
  - b. Collect data for access and space control.
  - c. Track tickets.
  - d. Program parking control equipment.

## 2.9 ACCESS CONTROL UNITS

A. General: Provide access control unit that activates barrier gates.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Amano Cincinnati, Inc.
  - b. Engineered Parking Systems, Inc.
  - c. Parking Products, Inc.
2. Unit Housing: Fabricate from welded cold-rolled steel or aluminum sheet with weatherproof front access panel equipped with flush-mounted lock and two keys. Provide face-lighted unit fully visible at night.
  - a. Steel Finish: Manufacturer's standard baked-enamel coating system.

B. Card Reader Controlled Unit: Functions only when authorized card is presented.

1. System: Programmable, multiple-code capability permitting validating or voiding of individual cards.
2. Reader: Proximity type for proximity cards.
3. Operation: Online communication to remote parking control system computer.
4. Features: Timed antipassback Capable of monitoring and auditing barrier gate activity.
5. Mounting: With pedestal.
6. Cards: Provide 500 Cards.

## 2.10 STEEL FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with the following:

1. ASTM A 123/A 123M for iron and steel parking control equipment.
2. ASTM A 153/A 153M and ASTM F 2329 for iron and steel hardware for parking control equipment.

B. Steel Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.

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1. Color and Gloss: As selected by Architect from manufacturer's full range.

## 2.11 ALUMINUM FINISHES

- A. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

1. Color and Gloss: As selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, including equipment bases; accurate placement, pattern, and orientation of anchor bolts; critical dimensions; and other conditions affecting performance of the Work.
- B. Examine roughing-in for electrical systems to verify actual locations of connections before parking control equipment installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install parking control equipment as required for a complete and integrated installation.
- B. Automatic Barrier Gates: Anchor cabinets to concrete bases with anchor bolts or expansion anchors and mount barrier gate arms.
- C. Vehicle Loop Detectors: Cut grooves in pavement and bury and seal wire loop at locations indicated on Drawings according to manufacturer's written instructions. Connect to parking control equipment operated by detector.
- D. Entry Terminal Ticket Dispensers Pay Stations and Exit Terminals: Attach cabinets to concrete bases with anchor bolts or expansion anchors.
  1. Connect equipment to remote computer.
  2. Load ticket dispenser with supply of tickets.

### 3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.

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- B. Perform tests and inspections.
  - 1. **Manufacturer's Field Service:** Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Parking control equipment will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.4 ADJUSTING

- A. Adjust parking control equipment to function smoothly and lubricate as recommended by manufacturer.
- B. Confirm that locks engage accurately and securely without forcing or binding.
- C. After completing installation of exposed, factory-finished parking control equipment, inspect exposed finishes and repair damaged finishes.

### 3.5 PROTECTION

- A. Remove barrier gate arms during the construction period to prevent damage, and install them immediately before Substantial Completion.

### 3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain parking control equipment.

END OF SECTION 11150



2008

{PRIVATE }

CONTRACT

Date: XXXXX XX,

**Agreement between Owner and Design/Builder{PRIVATE }**

**Agreement for Final Design and Construction**

AGREEMENT made as of the XX day of XXXXX in the year Two Thousand and Eight.

BETWEEN the Owner: Cobb County Board of Commissioners  
Cobb County, Georgia  
C/o Cobb County Property Management Department  
57 Waddell Street  
Marietta, Georgia 30060

and the Design/Builder:  
XXXXXXXXXXXX Construction Company  
ADDRESS  
ADDRESS, Ga XXXXX  
Tele: XXX-XXX-XXXX  
FAX: XXX-XXX-XXXX

For the following Project: **NEW SUPERIOR COURT BUILDING**

The architectural services described in Section 2 will be provided by the following person or entity who is lawfully licensed to practice architecture:

NAME OF ARCHITECT  
COMPANY NAME  
ADDRESS  
ATLANTA, Ga XXXXX

Tele: XXX-XXX-XXXX

Fax:: XXX-XXX-XXXX

**The Owner and the Design/Builder agree as set forth below.  
Terms and Conditions**

**1.0 GENERAL REQUIREMENTS**

**1.1 BASIC DEFINITIONS**

1.1.1 The Contract Documents consist of the Design Baseline Bid Documents, Design/Builder's Bid Proposal identified in Section 14, the Construction Documents approved by the Owner in accordance with Subparagraph 2.2.2 below to be done under this Agreement, and Modifications issued after execution of this Agreement. A Modification is a Change Order or a written amendment to this Agreement signed by both parties. These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Bid Addendum #01 dated xxxx xx, xxxx

Bid Addendum #02 dated xxxx xx, xxxx

1.1.2 The Project is the total design and construction for which the Design/Builder is responsible under this Agreement, including all professional design services and all labor, materials, and equipment used or incorporated in such design and construction.

1.1.3 The Work comprises the completed construction designed under the Project and includes labor and supervision, materials, equipment, machinery, apparatus, tools, services, transportation and all other facilities, licenses, permits, taxes, fees, charges, excises, services and incidentals of any description whatsoever necessary to perform and completely finish in a workmanlike manner and to the complete satisfaction and approval of the Owner, free from all liens or claims of laborers, material men, suppliers, or subcontractors and in conformity in all respects with all applicable federal, state, county or municipal laws, ordinances, rules or regulations, all work and things contemplated by the Design Baseline Documents and the Contract Documents which are required of the Design/Builder.

**1.2 EXECUTION, CORRELATION, AND INTENT**

1.2.1 This Agreement shall be signed in not less than duplicate by the Owner and Design/Builder.

1.2.2 It is the intent of the Owner and Design/Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents must be taken as complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all. The Design/Builder understands that the Work shall be complete in every detail reasonably inferable from the Contract Documents as being necessary to produce the intended results notwithstanding the fact that every item involved is not particularly mentioned or

shown. Words, which have a well-known technical or trade meaning, are used herein in accordance with such recognized or well-known meaning. If there is any conflict in the contract documents, the priority shall be as follows in descending order: Modifications to the Agreement, the Agreement, any Special Conditions, these Terms and General Conditions, the Specifications, the Drawings, and the Design/Builder's Bid Proposal.

1.2.3 By executing this Agreement, the Design/Builder represents that he has:

- .1 read and studied the Contract Documents and understands the same;
- .2 familiarized himself with the local conditions under which the Work is to be performed; and
- .3 correlated his observations with the requirements of the Contract Documents.
- .4 Acknowledged that the Design Baseline Bid Documents are incomplete in defining the total scope of work, do not accurately define existing conditions whether exposed or hidden, and do not reflect all code requirements, agreements, conditions, ordinances, rules or regulations, which might affect this Project.

1.2.4 The Design/Builder shall designate in the Agreement a representative who shall have full authority to execute any and all instruments requiring the signature of the Design/Builder, and to otherwise act on behalf of the Design/Builder with respect to all matters arising out of the Contract Documents. The Design/Builder's designated representative will be authorized to execute all bonds, agreements, certificates, affidavits, applications and any and all instruments of any other nature whatsoever which may be required for the proper performance of the Work contemplated by the Contract Documents.

1.2.5 The Design/Builder represents that any reference by the Contract Documents to Cobb County as supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever are included with the Design/Builder's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County.

### 1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All documents, including drawings, written information, estimates, specifications and other documents and data are and remain the property of the Owner. The Design/Builder agrees that the Owner may reuse any and all drawings, written information, estimates, specifications and other documents and data described herein in the Owner's sole discretion without first obtaining permission of the Design/Builder and without payment of any monies to the Design/Builder therefore. However, any reuse of the documents by the Owner on a different site, without a new contract agreement, shall be at the Owner's risk and the Design Builder's Architect and Consultants shall have no liability where such documents are reused. The Owner agrees herewith to attempt to secure the services of the Design Builder's Architect to assist the Owner in site adapting such drawings to new sites. The Owner shall offer the Design Builder's Architect the opportunity to negotiate a fee for such services but shall not be bound to accept the negotiated fee. Following such negotiations, should Owner determine Design Builder's Architect's services/fee would not be in the Owner's best interest, Design Builder's Architect and Consultants name and seal shall be removed

and the construction documents redone according to licensing regulations prior to their reuse.

1.3.2 Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the copyrights.

**2.0 DESIGN/BUILDER**

**2.1 SERVICES AND RESPONSIBILITIES**

2.1.1 Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Design/Builder. The professional obligations of such persons shall be undertaken and performed in the interest of the Design/Builder. Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the Design/Builder and acting in the interest of the Design/Builder. Nothing contained in this Agreement shall create any professional obligation or contractual relationship between such persons and the Owner or the Owner's Architect.

2.1.2 The Owner's Architect **NONE** is providing services to the Owner through Project completion and therefore cannot provide services for the Design/Builder either directly or indirectly.

**2.2 BASIC SERVICES**

2.2.1 The Design/Builder's Basic Services are as described below and in Section 14.

2.2.2 Based on the Design Baseline Bid Documents and the Design/Builder's Bid Proposal, the Design/Builder shall submit Construction Documents for review and approval by the Owner. Color boards for exterior and interior finishes along with samples shall also be submitted to the Owner. Construction Documents shall include technical drawings, schedules, diagrams, and specifications, setting forth in detail the requirements for construction of the Work and shall:

- .1 develops the intent of the Design Baseline Bid Documents in detail;
- .2 provide information necessary for the use of those in the building trades; and
- .3 includes documents required for all regulatory agency approvals.

The Design/Builder hereby warrants that the Construction Documents prepared by the Design/Builder's Architect and Engineer will be adequate and sufficient to accomplish the purposes of the Construction Project, and agrees that any review or approval of said documents by the Owner, Owner's Architect or otherwise shall not act to diminish or alter the Design/Builder's responsibilities under this Agreement.

2.2.3 The Design/Builder shall act as Owner's Agent in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project, and shall be solely responsible for any violation by the Design/Builder, his employees or agents, of any Federal, State, City or Departmental laws, ordinances, or regulations. Design/Builder shall maintain compliance with all environmental related policies, procedures and applicable permits, regulations, codes and Americans with Disabilities Act requirements.

2.2.4 Unless otherwise provided in the Contract documents, the Design/Builder shall provide or cause to be provided and shall pay for all design services, labor, testing services, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, permits and inspections, utility connection, assessment fees, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2.2.5 The Design/Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

2.2.6 The Design/Builder shall keep the Owner informed of the progress and quality of the Work. The Design/Builder shall fax to the Owner, on a weekly basis, copies of the Superintendent's daily reports.

2.2.7 If requested in writing by the Owner, the Design/Builder, with reasonable promptness and in accordance with the time limits agreed upon, shall interpret the requirements of the Contract Documents. Claims, disputes, and other matters in question relating to performance there under by both Owner and Design/Builder shall be interpreted by the Owner's Architect. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight, as the court shall determine.

2.2.8 The Design/Builder shall correct Work, which does not conform to the Construction Documents at no additional cost to Owner.

2.2.9 The Design/Builder warrants to the Owner that materials and equipment incorporated in the Work will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements shall be corrected in accordance with Section 9 of this Agreement.

2.2.10 The Design/Builder shall pay all sales, consumer, use, and similar taxes and shall secure and pay for building permit and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

2.2.11 The Design/Builder shall give notices and comply with laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

2.2.12 The Design/Builder shall pay all royalties and license fees. The Design/Builder shall defend suits or claims for infringement of patent rights and shall save the Owner and its Agents harmless from loss on account thereof, except that the Owner shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process, or product is an infringement of a patent; the Design/Builder shall be responsible for such loss unless such information is promptly given to the Owner.

2.2.13 The Design/Builder shall be responsible to the Owner for acts and omissions of the Design/Builder's employees and parties in privity of contract with the Design/Builder, to perform a portion of the Work, including their agents and employees.

2.2.14 The Design/Builder shall keep the premises free from accumulation of waste materials or rubbish caused by the Design/Builder's operations. At the completion of the Work, the Design/Builder shall remove from and about the Project the Design/Builder's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

2.2.15 The Design/Builder shall prepare Change Orders for the Owner's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Design/Builder shall promptly inform the Owner, in writing, of minor changes in the design and construction.

2.2.16 The Design/Builder shall notify the Owner when the Work is substantially completed by issuing a Certificate of Substantial Completion for the Owner's Architect's approval and if approved by the Owner's Architect, shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Design/Builder shall complete items listed therein. Owner's Architect shall produce a list of items to be completed or corrected upon establishment of Date of Substantial Completion.

2.2.17 The Design/Builder shall maintain in good order at the site one record copy of the drawings, specifications, product data, samples, shop drawings, Change Orders and other Modifications, marked currently to record changes made during construction. These shall be delivered to the Owner upon completion of the design and construction and prior to final payment.

2.2.18 The Design/Builder shall be responsible for the preservation of all public and private property, monuments, utility lines, etc., along and adjacent to the Work. The Design/Builder shall use every precaution necessary to prevent damage or injury thereto. The Design/Builder shall exercise suitable precaution necessary to prevent damage to pipes, conduits and other underground structures; and shall carefully protect from disturbance or damage all land monuments and property marks until an authorized representative of the Owner has witnessed or otherwise referenced their

location, and shall not remove them until directed. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Design/Builder, his employees or agents, such property shall be restored by the Design/Builder, at the Design/Builder's expense. The Design/Builder will restore to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or Design/Builder shall make good such damage or injury in an otherwise acceptable manner.

2.2.19 The Design/Builder shall furnish and pay for structural, mechanical, chemical, geotechnical and other laboratory or on-site tests, inspections and reports as required by law or the Contract Documents.

2.2.20 The Design/Builder shall furnish services by land surveyors, geotechnical engineers and other consultants for any additional subsoil, air, and water conditions, when such services are deemed necessary by the Design/Builder to carry out properly the design services under this Agreement.

### **3.0 OWNER RESPONSIBILITIES**

3.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine documents submitted by the Design/Builder and shall promptly render decisions pertain thereto to avoid delay in the orderly progress of the Work.

3.2 At the Owner's option, the Owner may appoint an on-site project representative to observe the Work and to have such other responsibilities as the Owner and Design/Builder agree in writing at any time after the execution of this Agreement.

3.3 The Owner shall cooperate with the Design/Builder in securing building and other permits, licenses, and inspections.

3.4 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Design or Construction Documents, the Owner shall give prompt written notice thereof to the Design/Builder.

3.5 The Owner shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

3.6 The Owner shall, at the request of the Design/Builder and upon execution of this Agreement, provide a certified or notarized statement of funds available for the Project and their source.

3.7 The Owner shall communicate with contractors only through the Design/Builder.

**4.0 CONSTRUCTION TIME**

4.1 The Design/Builder shall provide services as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.

4.2 Time limits stated in Contract Documents are of the essence of this Agreement. The Work to be performed under this Agreement shall commence upon execution of a notice to proceed unless otherwise agreed and, subject to authorized Modifications, Substantial Completion shall be achieved as indicated in Section 14.

4.3 The Date of Substantial Completion of the Work is the date when construction is sufficiently complete so the Owner can occupy and utilize the Work for its intended use.

4.4 The Schedule provided in the Design/Builder's Bid Proposal shall include a construction schedule consistent with Paragraph 4.2 above.

4.5 If the Design/Builder is delayed in the progress of the Project by acts or neglect of the Owner, Owner's employees, separate contractors employed by the Owner, changes ordered in the Work not caused by the fault of the Design/Builder, the contract time shall be reasonably extended by Change Order.

4.6 If, at any time during the course of the Work, the progress of the Work, in the Owner's judgment, raises a doubt as to the ability of the Design/Builder to meet the Contract Time, the Design/Builder shall confer and cooperate with the Owner in establishing a schedule for the Work which will assure its completion within the contract Time at no additional cost to the Owner.

4.7 Completion time will not be extended for normal bad weather. The time for completion as stated in the Form of Proposal includes due allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of the Agreement, the Design/Builder agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan: 22 days	May: 4 days	Sep: 4 days
Feb: 16 days	Jun: 6 days	Oct: 5 days
Mar: 11 days	Jul: 8 days	Nov: 9 days
Apr: 7 days	Aug: 6 days	Dec: 15 days

Also, the Design/Builder agrees that the measure of extreme weather during the period covered by this Agreement shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeds 0.10 inch and the average temperature failed to exceed 40 degrees F. Except days below 40 degrees F. Average in which the maximum temperature exceeded 50 degrees F., averaged from three local area weather stations over the same period of time. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the building is enclosed, exceeds that total accumulated number to be expected for the same period from the table above, time for

completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension will be made for days of bad weather occurring after the "building is enclosed". For the purpose of this Agreement, the term "enclosed" is defined to mean when the building exterior skin is sufficiently completed. No change in contract sum will authorized because of adjustment of contract time due to weather.

4.8 It is further agreed that time is of the essence of each and every portion of this Agreement and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Agreement. Extensions of time will be considered when the delay in completion of the work is due:

.1 To any preference, priority, or allocation order duly issued by the Government or Owner;

.2 To unforeseeable cause beyond the control and without the fault of negligence of the Contractor, restricted to, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restriction, and extremely severe weather in excess of normal weather losses allowed in Paragraph 4.7. Production line schedule delays of the product manufacturers shall not be considered grounds for a time extension.

4.9 The Design/Builder shall within five (5) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the final settlement of the Agreement, notify the Owner, in writing with a copy to the Owner's Architect, the causes of the delay for each delay caused by reasons other than weather. The Owner shall, where possible, ascertain the facts and extent of the delay or delays for claims, other than those caused by weather, filed by the Design/Builder between the 20th of the month to the 20th day of the previous month. If the Owner and Owner's Architect agree with a time extension, the Design/Builder shall issue the monthly Pay Application accompanied by a Change Order. In cases where a claim is filed, except those that are of a continuing nature and extend beyond the normal monthly report period stated herein, the Owner shall ascertain the facts and render his decision within thirty (30) days of the receipt of the final data relating to the claim. Decisions for claims for delays due to severe weather shall be made by the Owner and Owner's Architect only after the Substantial Completion. Only those days in excess of the accumulated total number of calendar days lost to weather, from the date of the Proceed Order until the time the building is enclosed, as covered in the schedule in Paragraph 4.7, will be considered. Claims for time losses due to extreme weather conditions will not be considered in fractions of less than one half (1/2) day. If the Design/Builder fails to file claims within the time period specified herein for delays, it shall be considered prima facie evidence that no basis for a claim exists.

4.10 The Design/Builder acknowledges and understands that if Substantial Completion of the project is delayed beyond the Agreed Completion Date, the Owner will suffer, sustain and incur substantial commercial and economic loss, damage and detriment, including, without limitation, loss of income, profits and operating revenues from the Project and extended interest costs, the precise magnitude and extent of all of which may be difficult to ascertain. Accordingly, it is the intent and

desire of the parties (and an inducement to the Owner to enter into this Agreement with the Design/Builder) to agree in advance upon the amount of compensation which the Owner will be entitled to receive from the Design/Builder if Substantial Completion of the Project is not achieved on or before the Agreed Completion Date. For each calendar day that Substantial Completion of the Project is delayed beyond the Agreed Completion Date (as the same may be extended for excusable delays allowed hereunder), the Design/Builder shall pay to Owner the sum of \$200.00 per day until Substantial Completion is achieved, plus costs charged to the Owner by Owner's Architect for extended services. Said sum shall constitute liquidated damages and not a penalty and is deemed reasonable by the parties in light of the circumstances and the anticipated actual loss, damage or detriment which the Owner will suffer, sustain and incur if completion of the Project is delayed. The Owner shall be entitled to retain, receive and recover such liquidated damages from the Design/Builder solely on the basis of the Design/Builder's failure to achieve the Agreed Completion Date, without the necessity of proving or establishing any underlying cause or actual amount of loss or damage sustained, it being the intent and purpose of the parties to preclude the necessity of any such proof by negotiating and agreeing in advance upon the amount of such liquidated damages as herein provided. Such liquidated damages may be withheld by the Owner from the balance due to the Design/Builder under this Agreement as and when such damages accrue and payments become due to the Design/Builder hereunder or, if such liquidated the Design/Builder for breach of this Contract, including, without limitation, Owner's right to terminate this Contract.

**5.0 PAYMENTS**

**5.1 PROGRESS PAYMENTS**

5.1.1 The Design/Builder shall deliver to the Owner's Architect itemized Applications for Payment in such detail as indicated in Section 14.

5.1.2 Within thirty days of the Owner's receipt of a properly submitted and correct Application for Payment certified by the Design/Build Architect and approved by the Owner's Architect, the Owner shall make payment to the Design/Builder.

5.1.3 The Application for Payment shall constitute a representation by the Design/Builder to the Owner that, to the best of the Design/Builder's knowledge, information, and belief the design and construction have progressed to the point indicated. The quality of the Work covered by the application is in accordance with the Contract Documents; and the Design/Builder is entitled to payment in the amount requested. The application shall be certified by the Design/Builder's Architect and approved by the Owner's Architect.

5.1.4 The Design/Builder shall pay each contractor, upon receipt of payment from the Owner, out of the amount paid to the Design/Builder on account of such contractor's work, the amount to which said contractor is entitled in accordance with the terms of the Design/Builder's contract with such contractor. The Design/Builder shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors in similar manner.

5.1.5 The Owner shall have no obligation to pay or to be responsible in any way for payment to a

contractor of the Design/Builder except as may otherwise be required by law.

5.1.6 No progress payment or partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

5.1.7 The Design/Builder warrants that:

(1) Title to Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in construction or upon receipt of payment by the Design/Builder, whichever occurs first;

(2) Work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and

(3) no Work, materials or equipment covered by an Application for Payment will have been acquired by the Design/Builder, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such other person.

5.1.8 The Design/Builder will receive the payments made by the Owner and the Design/Builder will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid. The Design/Builder shall first apply all progress payments as trustee to satisfy all obligations the Design/Builder has incurred due to the Work, and shall comply with all laws applicable thereto.

5.1.9 The Design/Builder shall, as often as requested by the Owner, furnish such information, evidence and substantiation as the Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by the Design/Builder in connection with the Work and all payments made by the Design/Builder on account thereof. The Design/Builder shall also furnish, as required by the Owner in its sole discretion, such partial or final lien waivers or releases as the Owner deems necessary to ensure that the Design/Builder has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by the Owner, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Nothing herein shall constitute any requirement that the Owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of the Owner to require such releases and waivers shall limit the Owner's right to require them subsequently.

5.1.10 The Owner reserves the right to withhold, as an additional reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that the Design/Builder (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Contract,

including retainage and exclusive of back charges, are insufficient to complete the Work; (c) to reimburse the Owner for any back charges incurred as a result of any act or omission by the Design/Builder hereunder; (d) to protect the Owner from the possible consequences of any other breach or default by the Design/Builder hereunder; or (e) to secure the Owner with respect to any breach or default by the Design/Builder or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty, or improper work or materials.

5.1.11 The Owner shall make a progress payment to the Design/Builder equal to the value of the completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by the Owner and the Owner's Architect, and after deducting (a) all previous payments, (b) current retainage (to a maximum of 10 percent of each progress payment; provided, however, that, when 50 percent of the contract value including change orders and other additions to the Contract value provided for by the Contract Documents is due and the manner of completion of the contract Work and its progress are satisfactory to the Owner's Architect, the Owner shall withhold no more retainage. If after discontinuing the retention, the Owner's Architect determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.), and (c) all charges or back charges for services, materials, equipment, or other items furnished or otherwise chargeable to the Design/Builder.

## **5.2 FINAL PAYMENT**

5.2.1 At substantial completion of the Work and as the Owner's Architect determines the Work to be reasonably satisfactory, the Owner shall within 30 days after the last of the following to occur: (a) delivery of a final application for payment, (b) furnishing of evidence satisfactory to the Owner that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work, (c) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of the Design/Builder or the Design/Builder's suppliers or subcontractors, and (d) delivery of a general release, in a form satisfactory the Owner, executed by the Design/Builder running to and in favor of the Owner, and such other parties as the Owner may require; pay the retainage to the Design Builder. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's Architect shall be withheld until such item or items are completed to the Owner's satisfaction.

5.2.2 Neither final payment nor amounts retained, if any, shall become due until the Design/Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which the Owner or Owner's property might be liable have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) a certificate that insurance required by the Contract Documents is in force following completion of the Work, and (4) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of the

Agreement, to the extent and in such form as may be designated by the Owner. If a contractor refuses to furnish a release or waiver required by the Owner, the Design/Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Design/Builder shall reimburse the Owner for moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5.2.3 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens;
- .2 faulty or defective Work appearing after Substantial Completion;
- .3 failure of the Work to comply with requirements of the Contract Documents; or
- .4 terms of special warranties required by the Contract Documents.

5.2.4 Acceptance of final payment shall constitute a waiver of all claims by the Design/Builder except those previously made in writing and identified by the Design/Builder as unsettled at the time of final Application for Payment.

**6.0 PROTECTION OF WORK, PEOPLE, AND PROPERTY**

6.1 The Design/Builder shall be responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work.

6.2 The Design/Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- (1) Employees on the Work and other persons who may be affected thereby;
- (2) The Work and materials and equipment to be incorporated therein; and
- (3) Other property at or adjacent to the site.

6.3 The Design Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

6.4 The Design/Builder shall be liable for damage or loss to property at the site caused in whole or in part by the Design/Builder, a contractor of the Design/Builder or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable, except damage or loss attributable to the acts or omissions of the Owner, the Owner's separate contractors or anyone directly or indirectly employed by them or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Design/Builder.

**7.0 DESIGN/BUILDER'S INSURANCE AND BONDS**

7.1 DESIGN/BUILDER'S LIABILITY INSURANCE

7.1.1 The Design/Builder shall purchase and maintain in a company or companies authorized to do business in the State of Georgia, having a rating with A. M. Best & Co. of A-VII or better and acceptable to Owner, such insurance as will protect the Design/Builder from claims set forth below which may arise out of or result from operations under the Contract by the Design/Builder or by a contractor of the Design/Builder, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws and acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Design/Builder's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of persons other than the Design/Builder's employees;
- .4 claims for damages covered by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Design/Builder or (2) by another person;
- .5 claims for damages, other than to the Work at the site, because of injury to or destruction of tangible property, including loss of use;
- .6 claims for damages for bodily injury or death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle;
- .7 claims for damages because of professional errors and omissions; and
- .8 claims for contractually assumed liability under this agreement.

7.1.2 The insurance required by the above Subparagraph 7.1.1 shall be written for not less than limits of liability specified as follows or required by law, whichever are greater:

- .1 Worker's Compensation
  - (a) State: Statutory
  - (b) Applicable Federal: Statutory
  - (c) Employer's Liability: \$1,000,000.00
- .2 Comprehensive General Liabilities (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage and Elevator Liability):

Bodily Injury: \$1,000,000.00 Each Occurrence  
 \$1,000,000.00 Annual Aggregate  
 Property Damage: \$1,000,000.00 Each Occurrence  
 \$1,000,000.00 Annual Aggregate

Products and Completed Operations to be maintained for one year after final payment.

Property Damage Liability Insurance including XCU coverage.

.3 Contractual Liabilities:

Bodily Injury: \$ 1,000,000.00 Each Occurrence  
 \$ 1,000,000.00 Annual Aggregate  
 Property Damage: \$ 1,000,000.00 Each Occurrence  
 \$ 1,000,000.00 Annual Aggregate

.4 Personal Injury: \$ 1,000,000.00 Each Occurrence  
 \$ 1,000,000.00 Annual Aggregate

.5 Comprehensive Automobile Liability:

Bodily Injury: \$1,000,000.00 Each Person  
 \$1,000,000.00 Each Occurrence  
 Property Damage: \$250,000.00 Each Occurrence  
 \$1,000,000.00 Annual Aggregate

.6 Professional Errors and Omissions: \$1,000,000.00 Each Occurrence  
 \$1,000,000.00 Annual Aggregate

To remain in force through the one (1) year warranty period.

7.1.3 The Design/Builder's liability insurance shall include contractual liability insurance applicable to the Design/Builder's obligations under Paragraph 11.7.

7.1.4 Certificates of Insurance, and copies of policies, if requested, acceptable to the Owner shall be delivered to the Owner prior to commencement of design and construction. These Certificates, as well as insurance policies required by this Paragraph, shall contain a provision that coverage will not be canceled or allowed to expire until at least thirty days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment. The form of the certificate shall be AIA Document G705.

7.1.5 The Design/Builder's liability insurance shall be endorsed to include the Owner, its officials and employees and agents as additional insureds for the construction of this Project.

7.1.6 The Design/Builder shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor.

All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein with the exception of professional liability insurance stated in Paragraph 7.1.7

7.1.7 The Design/Builder's Architect, Engineers, Testing Consultants and any other party engaged by the Design/Builder to provide services shall carry professional liability insurance in the amount of \$1,000,000.00 single limit per occurrence. Certificates shall be provided including a description of services covered by the insured party on the Project.

7.1.8 Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials and employees; or the Design/Builder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**7.2 PROPERTY INSURANCE**

7.2.1 The Design/Builder shall purchase and maintain in a company lawfully authorized to do business in the State of Georgia property insurance in the amount of the contract sum as well as subsequent modifications. Such property insurance shall be maintained unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered whichever is earlier. This insurance shall include interest of the Owner, the Design/Builder, Subcontractors, and Subs-Subcontractors in the Work.

7.2.2 The type of policy shall be a Builder's Risk in the amount of the contract sum as well as subsequent modifications and shall be on an all-risk policy form.

7.2.3 The form of policy for this coverage shall be Completed Value.

7.2.4 If the Owner is damaged by the failure of the Design/Builder to maintain such insurance, then the Design/Builder shall bear all costs properly attributable thereto.

**7.3 INSURANCE**

7.3.1 The Design/Builder shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the Work hereunder by the Design/Builder, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Design/Builder's bid.

**7.4 LOSS OF USE INSURANCE**

7.4.1 The Owner, at the Owner's option, may purchase and maintain such insurance as will insure

the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design/Builder, the Design/Builder's contractors, and their agents and employees, for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused, to the extent covered by insurance under this Paragraph 7.4.

**7.5 PERFORMANCE BOND AND PAYMENT BOND**

7.5.1 Prior to the execution of the Agreement, the Design/Builder shall:

.1 The Design/Builder will furnish bonds covering faithful performance of the Contract and payment of all obligations arising there under, secured through the Design/Builder's usual sources and acceptable to the Owner. Premiums shall be paid by the Design/Builder.

.2 The Design/Builder will furnish Performance and Labor and Materials Payments Bonds in the amount of 100% of the Contract Sum. Form of bonds shall be AIA Document A311.

.3 Bonding of Subcontractors: Include in the Base Bid, Performance and Labor and Material Payment Bonds, each in 100% of the sub-contract sum, for each subcontractor having a contract exceeding One Hundred Thousand Dollars (\$100,000.00). Should Owner elect not to require bonds for particular Subcontractors, bond costs shall revert back to the Owner. The Design/Builder and Subcontractor shall require the Attorney-In-Fact who executes the bonds on behalf of sureties to attach a certified, current copy of his Power of Attorney.

**8.0 CHANGES IN THE WORK**

**8.1 CHANGE ORDERS**

8.1.1 A Change Order is a written order signed by the Owner and Design/Builder, and issued after execution of this Agreement, authorizing a change in the Work or adjustment in the contract sum or contract time. The contract sum and contract time will only change by Change Order.

8.1.2 The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and contract time shall be adjusted accordingly. Such changes in the Work shall be authorized by Change Order, and shall be performed under applicable conditions of the Contract Documents.

8.1.3 The Owner may, within reason, request the Design/Builder to submit a proposal for a change in the Work and then elect not to proceed with the change. This shall result in no additional cost to the Owner.

8.1.4 Cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient

substantiating data to permit evaluation.

- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided below.

8.1.5 If none of the methods set forth in Paragraph 8.1.4 in clauses .1, .2 or .3 is agreed upon. The Owner may elect to issue the Change Order to the Design/Builder directing such work to be performed by the Design/Builder, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this contract; and the Design/Builder shall, nonetheless, proceed immediately with the changed Work. The Design/Builder shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Owner at the Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to the Owner upon its request, shall constitute an acceptance on the Design/Builder's part of the Owner's determination of the direct savings and direct cost of such changed Work. In no event shall the Design/Builder proceed with changed Work without a Change Order issued pursuant to this Paragraph 8.1.5. The Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order. In case of the methods set forth in Paragraph 8.1.4 clauses .3 and .4, the Design/Builder shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance. As well as fringe benefits required by agreement or custom; workers' or workman's compensation insurance; bond premiums; rental value of equipment and machinery; and fees paid to architects, engineers and other professionals. Pending final determination of cost to the Owner, payments on account shall be made on the Application for Payment. The amount of credit to be allowed by the Design/Builder to the Owner for deletion or change which results in a net decrease in the contract sum will be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

8.1.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of agreed unit prices to quantities proposed will cause substantial inequity to the Owner, applicable unit prices shall be equitably adjusted.

8.1.7 In Paragraph 8.1.5 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

.1 For additive Change Orders, the Design/Builder's fee for overhead and profit combined will be increased by seven (7%) percent of the approved direct cost of the additional work performed by its Subcontractors. For the Design/Builder and each Subcontractor involved, the respective party's

fee for overhead and profit combined will be increased by fifteen (15%) percent of the approved direct cost of the additional work performed with its own forces.

.2 All Sub-Subcontractor's are considered to have been established solely for the convenience of the Design/Builder and its immediate Subcontractors. To this effect, the allowable Subcontractor overhead and profit amount shall not be derived by compounding the established percentages upon themselves through their Sub-Subcontractors.

.3 For deductive Change Orders, the Design/Builder's fee for overhead and profit will remain unchanged.

.4 For Changes in the Work involving both additive and deductive amounts, the effective cost shall be the net total from the summation of all costs associated with the change. If this cost results in a net add, then subparagraph .1 above shall apply; if the cost is a net deduct, then subparagraph .3 above shall apply. The Design/Builder shall not submit groups of partial Proposals relative to a singular item of Change. Requests for Time Extensions relative to the Change shall be identified in the Proposal.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a Change involving over One Hundred Dollars (\$100.00) be approved without such itemization.

.6 The Design/Builder shall sequentially number each of his cost change proposals and further identify each proposal as to cause for change.

## **8.2 CONCEALED CONDITIONS**

8.2.1 The Design/Builder acknowledges, by execution of this Contract, that the Design/Builder has included in the compensation all concealed or unknown conditions that affect the performance of the Work and vary from those indicated by the Contract Documents. Whether encountered below ground or in an existing structure other than the Work, which conditions are occasionally found to exist or which are generally recognized as possible in work of the character provided for in this Agreement.

## **8.3 REGULATORY CHANGES**

8.3.1 The Design/Builder acknowledges, by execution of this Agreement, that the Design/Builder has included in the compensation all changes in the Work necessitated by the enactment or revision

of codes, laws, or regulations subsequent to signing of the Contract and including those codes, laws, or regulations which are anticipated to be enacted prior to completion of the Work. Contractor shall not be compensated for changes required by inspection officials through completion of the Work for compliance with requirements, which were in force at time of Contract signing or anticipated to be enacted prior to completion whether or not such requirements were noted at time of permit issuance.

**9.0 DEFECTIVE WORK**

9.1 The Design/Builder shall promptly correct Work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the Construction Documents. Whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design/Builder shall specifically warrant all work performed under this Agreement for one year immediately following Substantial Completion. The Design/Builder shall correct Work under this Agreement found to be defective or nonconforming within that one-year period, or within such longer period provided by any applicable special warranty in the Contract Documents.

9.2 Nothing contained in this Section 9 shall be construed to establish a period of limitation with respect to other obligations of the Design/Builder under this Agreement. Paragraph 9.1 relates only to the Design/Builder's warranty, and specific obligation of the Design/Builder to correct the Work. It has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design/Builder's obligations other than correction of the Work.

9.3 If the Design/Builder fails to correct defective Work as required. Or, if the Design/Builder persistently fails to carry out Work in accordance with the Contract Documents. Then the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Design/Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise the right for benefit of the Design/Builder or other persons or entities.

9.4 If the Design/Builder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within forty-eight (48) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may give a second written notice to the Design/Builder and, seven (7) days following receipt by the Design/Builder of that second written notice and without prejudice to other remedies the Owner may have, the Owner may correct such deficiencies by whatever means the Owner deems expedient. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design/Builder costs of correcting such deficiencies. If the payments then or thereafter due the Design/Builder are not sufficient to cover the amount of the deduction, the Design/Builder shall pay the difference to the Owner.

**10.0 DISPUTES**

10.1 All claims, disputes or other matters in question between the Owner and the Design Builder arising out of or relating to this Agreement or the breach thereof shall be resolved by litigation (and

mandated mediation). All action commenced in a court of competent jurisdiction located in Cobb County, Georgia, it being specifically understood that the Owner and the Design Builder expressly consent to the jurisdiction and venue of any such court.

10.2 The Design/Builder shall continue to proceed with the performance of its obligations under the Agreement and shall maintain the progress of such services during any litigation arising out of this Agreement unless the Owner and the Design Builder shall mutually agree otherwise in writing.

**11.0 MISCELLANEOUS REQUIREMENTS**

11.1 This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Georgia.

11.2 The table of contents and the headings of Sections and paragraphs are for convenience only and shall not modify rights and obligations created by this Agreement.

11.3 In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

**11.4 SUBCONTRACTS**

11.4.1 The Design/Builder, as soon as practicable after execution of this Agreement, shall furnish to the Owner in writing the names of the persons or entities the Design/Builder will engage as contractors for the Project.

11.4.2 Nothing contained in the Design/Builder Contract Documents shall create a professional obligation or contractual relationship between the Owner and any third party.

**11.5 WORK BY OWNER OR OWNER'S CONTRACTORS**

11.5.1 The Owner reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the Design/Builder claims that delay or additional cost is involved because of such action by the Owner, the Design/Builder shall make such claims as provided in Paragraph 11.6.

11.5.2 The Design/Builder shall afford the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The Design/Builder shall incorporate and coordinate the Design/Builder's Work with work of the Owner's separate contractors as required by the Contract Documents.

11.5.3 Costs caused by defective or ill-timed work shall be borne by the party responsible.

**11.6 CLAIMS FOR DAMAGES**

11.6.1 Should either party to this Agreement suffer injury or damage to person or property because of an act of omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

**11.7 INDEMNIFICATION**

11.7.1 To the fullest extent permitted by law, the Design/Builder shall indemnify and hold harmless the Owner and the Owner's consultants and separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and other legal expenses, as well as interest arising out of or resulting from performance of the Work. These indemnification obligations shall be limited to claims, damages, losses or expenses (1) that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and (2) to the extent such claims, damages, losses or expenses are caused in whole or in part by negligent acts or omissions of the Design/Builder, the Design/Builder's contractors, anyone directly or indirectly employed by either or anyone for whose acts either may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Paragraph 11.7.

11.7.2 In claims against the Owner or its consultants and its contractors, any of their subcontractors, sub-subcontractors, agents or employees by an employee of the Design/Builder, its contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 11.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design/Builder, or a Design/Builder's contractor, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**11.8 SUCCESSORS AND ASSIGNS**

11.8.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the Owner or Design/Builder. Party shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.

11.8.2 This Paragraph 11.8 shall survive completion or termination of this Agreement.

11.9 In case of termination of the Design/Builder's Architect or Engineers, the Design/Builder shall provide the services of another lawfully licensed person or entity against whom the Owner makes no reasonable objection and whom shall be in compliance with all requirements of this agreement.

**11.10 EXTENT OF AGREEMENT**

11.10.1 This Agreement represents the entire agreement between the Owner and Design/Builder and supersedes prior negotiations, representations, or agreements. This Agreement may be amended only by written instrument signed by both Owner and Design/Builder.

**12.0 TERMINATION**

**12.1 TERMINATION BY THE OWNER**

12.1.1 This Agreement may be terminated by the Owner upon seven (7) days' written notice to the Design/Builder in the event that the Project is abandoned by the Owner. If such termination occurs, the Owner shall pay the Design/Builder for Work completed and for proven loss sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and applicable damages, punitive damages.

12.1.2 If the Design/Builder defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the Owner may give written notice that the Owner intends to terminate this Agreement. If the Design/Builder fails to correct the defaults, failure or neglect within seven (7) days after being given notice, the Owner may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment due the Design/Builder or, at the Owner's option, may terminate the employment of the Design/Builder and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Design/Builder and finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to the Design/Builder, but if the expense exceeds the unpaid balance, the Design/Builder shall pay the difference to the Owner.

12.1.3 In addition to Paragraph 12.1.2, the following events will be deemed a default by the Design/Builder hereunder:

.1 the entry of a decree or order, either voluntarily or involuntarily, for relief by a court or entity having jurisdiction over the Design/Builder in any action involving bankruptcy, insolvency or other similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar official) of or for the Design/Builder, or the ordering of the winding up or liquidation of the Design/Builder's affairs;

.2 The Design/Builder, in the judgment of the Owner, refuses or fails to supply a sufficient number of skilled workmen and supervisory personnel or suitable materials or equipment for performance of the Work;

.3 The Design/Builder fails to follow the instructions of the Owner directed towards requiring

results in conformity to the Agreement;

.4 The Design/Builder disregards any law, ordinance, rule, regulation or order of any public authority having jurisdiction.

## **12.2 TERMINATION BY THE DESIGN/BUILDER**

12.2.1 If the Owner fails to make payment when due, the Design/Builder may give written notice of the Design/Builder's intention to terminate this Agreement. If the Design/Builder fails to receive payment within thirty (30) days after receipt of such notice by the Owner, the Design/Builder may give a second written notice and, seven (7) days after receipt of such second written notice by the Owner, if Owner has not cured its default, Design/Builder may terminate this Agreement and recover from the Owner payment for Work executed and for proven losses sustained upon materials, equipment, tools, and construction equipment and machinery, including reasonable profit and money damages.

12.2.2 The Design/Builder shall have no right to consequential damages by reason of the Owner's failure to make payment or any acts of the Owner under this Agreement, and the Design/Builder hereby waives any and all rights to consequential damages.

## **13.0 BASIS OF COMPENSATION**

13.0.1 The Owner shall compensate the Design/Builder in accordance with Section 5, Payments, and the other provisions of this Agreement as described below.

### **13.1 COMPENSATION**

13.1.1 FOR BASIC SERVICES, as described in Paragraphs 2.2.2 through 2.2.17, and for any other services included in Section 14 as part of Basic Services, Basic Compensation shall be as follows:

13.1.2 BASIC COMPENSATION is determined as follows:

**Total cost of project is \$XX,XXX,XXX.XX**

## **14.0 OTHER PROVISIONS**

14.1 The Basic Services to be performed shall be commenced on (DATE XX, XXXX) and, subject to authorized adjustments and to delays not caused by the Design/Builder, Substantial Completion shall be achieved in (TOTAL NUMBER OF CONSTRUCTION DAYS)(XXX) calendar days.

14.2 The Design/Builder shall submit an Application for Payment on the Twenty-Fifth (25) of each month. The Design/Builder will provide with the Payment Application a line item breakdown of all previous costs to date plus the amount being applied for.

14.3 The Design/Builder's Bid Proposal includes:

**All cost for furnishing to Owner all materials, equipment, and supplies for the any costs incurred in the Design and Construction of the NEW SUPERIOR COURT BUILDING.**

14.4 The Design/Builder will provide the following key individuals for the entire duration of the Project. Key individuals cannot be replaced without written approval of the Owner. The Owner may request that a key individual be replaced by another individual meeting the Owner's approval.

- .1 Design/Builder Partner: (NAME OF Construction Company).
- .2 Design/Builder Project Manager: (NAME OF PROJECT MANAGER).
- .3 Design/Builder Superintendent: (NAME OF SUPERINTENDENT).
- .4 Design/Builder Architect Project Manager: (NAME OF ARCHITECT)
- .5 Project Civil Engineer: (NAME OF CIVIL ENGINEER)
- .6 Project Structural Engineer: (NAME OF STRUCTURAL ENGINEER).
- .7 Project Mechanical Engineer: (NAME OF MECHANICAL ENGINEER)
- .8 Project Electrical Engineer: (NAME OF ELECTRICAL ENGINEER)

14.5 The Contract Documents defined under Paragraphs 1.1.1, 1.2.2, and 14.3 shall be construed to harmonize whenever possible, however, in the event of irreconcilable conflict, the following descending order of precedence shall prevail:

(To Be Provided by Design / Builder)

This Agreement entered into as of the day and year first written above.

OWNER  
Cobb County  
100 Cherokee Street  
Marietta, Georgia 30060

NAME OF CONSTRUCTION DESIGN/BUILDER  
(COMPANY NAME)  
(ADDRESS)  
Atlanta, Ga. 30308  
CONTRACTOR # \_\_\_\_\_

BY \_\_\_\_\_  
Samuel Olens  
Chairman, Cobb County Board of Comm.

BY \_\_\_\_\_  
NAME  
CONSTRUCTION Company, Inc.

\_\_\_\_\_  
ATTESTATION BY  
CORPORATE SECRETARY

\_\_\_\_\_  
ATTESTATION BY  
CORPORATE SECRETARY